



INDIAN BANK ZONAL OFFICE
ZONAL MANAGER
RADHEY COMPLEX
KUTCHERY ROAD
LAKHIMPUR KHERI -262701

**TENDER DOCUMENT - PROPOSED AIR CONDITIONING
FOR INDIAN BANK PREMISES AT ZONAL OFFICE & LBC, NEAR
LRP CHAURAHA OPPOSITE ELITE INN HOTEL LAKHIMPUR
KHERI-262701**

PART-1 TECHNICAL BID

Ref.No:ZOLKP/PRE/2025-26/771
Date : 13.05.2026

Name of the contractor:

.....
.....
.....

Last date of submission of tenders	27.05.2026 up to 15.00 Hrs. at Indian Bank, Zonal Office , Radhey complex, Kutchery Road, Lakhimpur kheri
Date of opening Tender	28.05.2026 up to 15.30 Hrs. at Indian Bank, Zonal Office , Radhey complex, Kutchery Road, Lakhimpur kheri
Cost Of Tender	Free Of Cost.

This Tender document contains 33 pages



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FORM OF TENDER

Indian Bank
ZONAL OFFICE
Radhey complex,
Kuchery Road
Lakhimpur kheri-262701

Dear Sirs,

SUB: Invitation of Tender for "Air conditioning works" for setting Zonal Office New premises at Near LRP Chauraha, opposite Elite Inn Hotel Lakhimpur Kheri-262701

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

I/We herewith deposit Rs.30000/- (Thirty thousand only) by crossed demand draft payable at Lakhimpur and drawn in favour of Indian Bank as Earnest Money Deposit for the due execution of the works at my/our tendered rates, together with any variations should the work be awarded to me/us.

In the event of this tender being accepted, I/We agree to enter into and execute the necessary contract required by you. I/We do hereby bind myself/ourselves to forfeit the aforesaid Earnest Money Deposit of Rs.30000/- (Rupees thirty thousand only) in the event of our refusal or delay in signing the Contract Agreement. I/ We further agree to complete the work within the stipulated time specified in the Appendix to General Conditions of Contract.

I/We agree to keep our tender open for 90 (Ninety) days from the date of opening of Envelope No.1.

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

Thanking you,

Yours faithfully,

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

Place:
Date:

Witness Signature:
Name:
Address:
Seal:



INDIAN BANK NOTICE INVITING TENDER

Indian Bank, Zonal Office , Radhey complex, Kutchery Road, Lakhimpur kheri invites sealed tender under Two Bid System Containing Part -1 (Technical Bid) & Part –II (Financial bid) from established Air conditioning Contractors as per Pre qualification Criteria for Proposed Air conditioning Work in Indian Bank Zonal Office New Premises at Near LRP Chauraha, Opposite Elite Inn Hotel Lakhimpur kheri-262701

1.	Name of work	Air conditioning works for setting Indian Bank, Zonal Office new Premises at Near LRP Chauraha , opposite Elite Inn Hotel Lakhimpur Kheri- 262701
2.	Estimated cost of work	Rs 14.95 Lacs
3.	Period of completion	16 days reckoned from the date of issue of the Work Order or handing over of Site whichever is later
4.	Validity of Tender	90 Days from the date of opening
5.	Defects Liability Period	12 Months from the date of virtual completion of work
6.	Earnest Money Deposit (EMD)	Rs.30000/- (Rupees thirty thousand only) by way Of DD in favour of "Indian Bank" payable at Lakhimpur.
7.	Initial Security Deposit (ISD)	2% of the Bid Amount (Including EMD amount)
8.	Retention Money(RM)	5 % against each RA bill excluding taxes.
9.	Period of honoring certificate for interim payment / Adhoc payment	10 days from the date or receipt of Bill payment and it is in order
10.	Period of honoring Final Certificate	Three weeks from the date of receipt of Bill payment and it is in order
11.	Liquidated Damages	2 % per week of the Contract Value subject to maximum total of 10% of final Contract value.
12.	Tender Documents	Tender documents can be obtained from Indian Bank, Zonal Office, Radhey complex, Kutchery Road, Lakhimpur kheri from 13.05.2026 to 27.05.2026 on all working days during office hours. (OR) The Tender Documents can be downloaded from the Bank's website www.indianbank.in
13.	Cost of Tender Documents	Free of Cost.
14.	Last date of submission of tenders	27.05.2026 up to 15.00 Hrs. at Indian Bank, Zonal Office , Radhey complex, Kutchery Road, Lakhimpur kheri
15.	Date of opening Tender	28.05.2026 at 15.30 Hrs.at Indian Bank, Zonal Office , Radhey complex, Kutchery Road, Lakhimpur kheri
16.	Recovery towards Taxes	As per rules applicable time to time.

19	Minimum Eligibility Criteria	<p>1. Minimum of 7 years of Experience in execution of Air conditioning work in the both trades of works (Air conditioning) by ending 31.03.2026.</p> <p>2. Should have carried out *similar work of value(ending 31.03.2026) last 5 years</p> <ul style="list-style-type: none"> • One similar works of value not less than Rs. 11.96 Lakhs (OR) • Two similar works of value not less than Rs.7.47 Lakhs (OR) • Three similar works of value not less than Rs.5.98 Lakhs <p>Note:*Excluding taxes</p> <p>3. Should have valid GST NO.</p> <p>4. Similar work means Air conditioning works carried out to establish Offices/Branches/ Show room or similar setup for Public Sector Banks, PSUs, State /Central Autonomous, Corporate, reputed institution etc.</p> <p>The similar works must be carried out directly to the Employer. Sub-contract will not be considered</p> <p>5. Copy of TDS Certificates issued by the employer in support of eligibility criteria as in point No.: 02 above (value of completed works) shall be submitted along with tender request letter.</p> <p>6. They should not have incurred loss more than two years in the last 5 years (please attach 3 years (2020-21, 2021-22, 2022-23, 2023-24,2025-26) Profit & Loss statement duly authorized by Chartered Accountant).</p> <p>7. Average Financial Turnover during last 3 years ,ending March 2026, should not be less than 30% of estimated cost i.e. 4.48 lacs</p> <p>8. The tenderers should have a Solvency of value not less than 40% of Estimated cost of the work certified by their bankers for this work, obtained after 31.12.2025.</p> <p>Sufficient proof has to be attached duly sealed and signed by the applicant for all the above.</p>
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Note:

1. Tenderers are required to submit the bid in 2 parts namely Technical bid and financial bid. The Technical bid is to be submitted in sealed cover along with, Necessary documents prescribed in the Bids, Forms and EMD. The Financial bid shall be submitted in a separate sealed cover. The Technical and Financial bids are to be put in a master envelope (3rd Cover) and sealed and super-scribed 'Tender for purpose of Air conditioning work Indian Bank Zonal Office new premises at Near LRP Chauraha Opposite Elite Inn Hotel Lakhimpur Kheri-262701

Handwritten mark



2. Conditional tenders, late tenders, tenders without EMD or EMD not enclosed with Technical Bids, will be summarily rejected. Any tender received open, late or not meeting all the tender conditions /Bids not filled up in Pen are liable to be rejected.
3. Earnest money will not carry any interest.
4. Applications for issuance of tender without complete information and certified photocopies of documents in support of fulfilling the Pre-qualification criteria will not be entertained.
5. If any information furnished by the applicant is found incorrect at a later stage, he shall be liable to be debarred from tendering/ taking up the work in Indian Bank.
6. The Bank reserves the right to verify the particulars furnished by the applicant independently.
7. Short-listing of contractors will be finalized after inspection of works and obtaining confidential reports (if required) from previous employers for only those firms who fulfill the aforesaid Pre-qualification criteria and that specified in Technical bid.
8. The bank reserves the right to reject any tender/bid without assigning any reason and to restrict the list of qualified contractors for opening of the financial bid to any number deemed suitable by it, from out of the bids received.
9. Bank is not bound to accept the Lowest (L1) tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
10. Submission of a tender by a tenderer implies that he/she has read this notice and other contract / tender documents and has made himself aware of the scope, specifications, conditions, liabilities and duties bearing on the execution of the contract.
11. Return of EMD of remaining tenderers who were unsuccessful in the tender process will be done within a reasonable time say not exceeding 30 days from the date of acceptance of tender/ tenders by the L1 bidder.
12. Each and every page of the tender documents and correspondences accompanying the tender shall have to be duly signed and stamped by the bidder/Authorized Signatory before submission.
13. The rates quoted by the tenderer shall be based only on the specifications and conditions of the tender documents.
14. Bank is not liable to make any payment to tenderers for preparation to submit the tender/ bid.
15. Clarifications, if any, pertaining to this bids may be referred to Indian Bank, Zonal Office ,Radhey complex, Kutchery road Lakhimpur Kheri.


Py. Zonal Head



Signature & Sea of the Tenderer

SECTION - 2
INSTRUCTION TO TENDERS.

Contractor sign

INSTRUCTION TO TENDERS.

2.1 The tender shall examine carefully all the tender documents consisting of:-

- Invitation to Tenders.
- Instruction to Tenders.
- Form of Agreement.
- General Conditions of Contract.
- Schedule of Quantities.

These shall form part of the Agreement.

The tender is advised to visit and inspect the site at his own cost and responsibility and to secure all necessary information which may be required for completing the tender. Ignorance of site conditions cannot be an excuse for non-performance of the contract. All costs, charges and expenses that may be incurred by the tender in connection with the preparation of his tender shall bear by him and the employer / architect does not accept any liability whatsoever in this regard.

2.2 Time is the essence of the contract and the tenders are required to complete the work in all respects within the stipulated time of completion and handover the same, complete in all respects to the satisfaction of the architect.

2.3 The tender should contain not only the rates but also the value of each item of work entered in the prescribed column of the B.O.Q. and all the items should be totaled up in order to show the aggregate value of the entire tender. The rates quoted by the tenders should be expressed accurately both in words and figures so that there is no discrepancy. All corrections in the tender shall be duly attested by initials of the tender, corrections, if not attested may entail rejection of tender. The rates quoted by the tenders in word in item rate tender will be the basis (and not the amounts in case of discrepancies) in finalizing the tender.

2.4 It shall be clearly understood that the rates quoted in the tender are to be, for complete work at site, as per instructions to Tenders, conditions of contract, specifications and drawings, addenda referred to therein and also for all such works as are necessary for the proper completion of the contract, although specifications thereof may not have been made in the specifications or drawings or tender documents. The rates shall be firm and shall not be subject to cost escalation on account of labour, material and labour conditions or any other reason whatsoever.

2.5 The tenders shall use only the form issued with this tender to fill up the rates.

2.6 Every page of the tender shall be signed on the left hand side bottom corner and any tender not so complied with is liable to be treated as defective & liable to be rejected.

2.7 In the event of a tender being selected for acceptance. The Indian Bank will inform the tender for the specification and other documents for the acceptance with tender. The successful tender shall also deposit the required amount of the security money within the prescribed time and if the tender fails to deposit the required amount of the security money within the prescribed period, Indian Bank may reject the tender.

2.8 The successful tender will be notified about the acceptance of his tender by the Employer and he will have to deposit balance amount initial security and executed agreement within 7 (Seven) days thereof, failing which his tender would be liable to rejection with forfeiture of the Earnest Money.

2.9 The tender shall fill up the complete form of article of agreement before submission of tender. Failure to comply may entail rejection of the tender.

2.10 The contractor will be governed by the Indian contract act, Indian sale of goods act and all other relevant laws. All payments due to the contractor under the contract will be made in Indian rupee currency.

2.11 The rate quoted shall be for complete work at site and should be inclusive of incidentals necessary for carrying out the work. The rates shall be inclusive of sales tax if applicable at UP for work contract, central or state sales tax, octroi duty, royalty, ESI or any other tax or duty levied by any government or

Contractor sign

- public bodies excluding GST on WCT. The rate shall be firm and shall not be subject to cost escalation of labour, material and exchange variations, labour conditions and other conditions whatsoever.
- 2.12 A schedule of approximate quantities for various items accompanies this tender. It shall be clearly understood that neither the architect nor the employer will accept any responsibility for the correctness or completeness of this schedule in respect of item and quantities and this schedule is liable to alternations by omission, deduction or addition at the discretion of the employer in consultation with the architect without violating the items of the contract.
- 2.13 The contractor must produce latest income tax clearance certificate along with this tender.
- 2.14 Form of 'Tender of works' contained in section -3 shall be completed along with submission of tender. In case of failure to do so the tender is liable to rejection.
- 2.15 The employer does not bind itself to accept the lowest or any tender or to assign any reason thereof and also reserves the right of accepting the whole or part of the tender. The part acceptance will not violate the terms and conditions of the contract and will execute the work at the specified rates without any extra charges or compensation.
- 2.16 Income tax deductions will be made as per the prevailing rates from the contractor's on account bills.
- 2.17 No mobilization advance or secured advance is to be allowed to the contractor.
- 2.18 Power and water connection, if required, has to be arranged by the contractor only.
- 2.19 **The Contractor should have been authorized A.C dealer of approved manufacturer with those having office in Lucknowwith3 years Experience.**
- 2.20 The contractor/firm should have valid GST registration number for the particular trade of work.

SECTION - 3

FORWARDING LETTER

FROM:

To:

Ref:

Dear Sir,

1. With reference to the tender invited by you, I/ we hereby offer to perform, provide, execute and complete the works in conformity with conditions of contract, drawings and specifications for the respective items of schedule of quantities attached hereto.
2. I/ we have satisfied myself / ourselves as to the location and prevailing conditionings of the site, and have read carefully the articles of agreement, condition of contract, specification, general and special conditions, technical specifications etc, and I/We understand that the works are to be completed within 21 Days from the date of commencement and fully understand that the time will be the essence of the contract.
3. I/We enclosed a demand draft for Rs. 30,000/- drawn on Indian Bank payable at favour of the Indian Bank, Lakhimpur as earnest money and fully understand that this amount will not bear any interest.
4. I/We agree to keep the offer for 3 months from the date of opening the tender.
5. Should this tender be accepted in whole or in part, I/We hereby agree to abide by and fulfill and the terms and conditions annexed hereto. I/We fail to commence the work specified in tender documents, I/We agree that my / our earnest money shall stand forfeited absolutely to the Employer otherwise the said Earnest money shall be retained by the Employer towards security deposit (retention money) .
6. All the terms and conditions contained in the notice Inviting Tenders, Conditions of Tenders, General conditions of contract, specifications for execution of the work, additional conditions and the agreement etc. constituting the tender documents have been fully read by me/us and explained to me/us and I/We hereby accept the same and sign hereunder in token of their acceptance.
7. We are further enclosing herewith the following documents :-
 - i) Partnership Deed. Article of Association and power of Attorney. We agree that no change will be made in these documents without prior approval of the Indian Bank.

Contractor sign

- ii) Tender documents duly signed along with detailed program and targets of completion of each items work.
- iii) Detail of deployment of manpower, machinery, plant and equipment.
- iv) Latest I.T.C.C
- v) Demand Draft No. _____ Date _____ Drawn

Name of the partners / Directors

Of the firm 1)

2)

Date: _____

Witness: _____

Yours faithfully,

Name & Sign. of Tenders (s) office

Stamp and seal of the Tenders (s).

Address : _____

Occupation: - _____

Contractor sign

SECTION – 4
AGREEMENT

Contractor sign

AGREEMENT

This agreement made at _____ Day of _____, between the **Indian Bank Lakhimpur**, having its registered office at **Zonal office, Lakhimpur** (here in after called the Employer which expression shall include their heirs, executors, administrators and assignees) of the one part and M/S _____ (herein after called the 'Contractor') of the other part. Whereas the employer is desirous that work should be executed as per drawings and specifications describing the work to be done, to be prepared by their approved Architects and WHEREAS the said drawings, the specifications and the price schedule of quantities have signed by or on behalf of the parties hereto and WHEREAS the contractor has agreed to execute upon and subject to the conditions set forth herein and the said priced schedule of quantities at the respective rates mentioned in the priced schedule of quantities, which as part of the tender document.

And WHEREAS the contractor has deposited **Rs. 30,000/-** as the Earnest Money with the Employer, which shall become part of security deposit to be until the expiry of the Defect liability period for the due observance of the contract.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In consideration of the said contract, payments to be made to the said conditions execute and complete the works shown upon the said Drawings and such further detailed drawings as may be furnished to him by the said Architects and described in the specifications and the said priced schedule of quantities.
2. The employer shall pay the contractor such sums as shall become payable hereunder at the times and in the manner specified in the said conditions.
3. The said contract comprised the building above mentioned and all subsidiary works connect there within the same site as may be ordered to be done from time to time by the said Architects even, through such works may not be shown on the Drawings or described in the said specification or the priced schedule of quantities.
4. The Employer through Architect reserves to himself the right of altering the drawing and nature of the work and adding to or omitting any items of works, check of measurement, payment certificate, variation arising in view of change of scope of work and approval of rates of extra substituted items. The decision of the Employer shall be final and binding in this regard.
5. The Employer in consultation with the Architect reserves the right to exercise control on quality of work, check of measurement, payment certificate, variation arising, in view of change of scope of work and approval of rates of extra submitted items. The decision of the Employer shall be final and binding this regard balance retention money being deducted from my /our bills in accordance with the conditions of contract.
6. The following documents shall be deemed to form and constructed as part of this agreement along with the amendments, negotiated and confirmed in various subsequent letter exchanged as mentioned hereinafter and parties hereto will respectively abide by and submit themselves to the conditions and stipulations and perform the agreement on their parts respectively in such conditions contained.
 - i) Invitation to Tender.
 - ii) Instruction to Tenders.
 - iii) General Conditions of the contract.
 - iv) Technical Specifications.
 - v) Schedule of Quantities.
 - vi) Employer letter date _____ / _____ / _____ to the contractors awarding the contract.
 - vii) Contractors letter date _____ / _____ / _____ to the Employer in acceptance of the award of contract.
7. All disputes arising out of or in any way connected with the agreement shall be deemed to have arisen at Noida only, the court in Noida shall have jurisdiction to determine the same.
8. The several parts of this contract have been read to us and fully understood by us.

Contractor sign

Witness our hand this..... day of2026.

SIGNED BY THE SAID
(EMPLOYED)

IN THE PRESENCE OF

ADDRESS

.....

SIGNED BY THE SAID
(CONTRACTOR)

IN THE PRESENCE OF

ADDRESS

.....

Contractor sign

SECTION – 5

GENERAL CONDITION 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 herein after and in the drawing. The work shall be carried out as per standard specifications and under the direction of employer / Architect.

1. INTERPRETATION

In construing these conditions, the specifications, the schedule of quantities, tender and agreement, the following words shall have meaning herein assigned to them except when the subject or context otherwise required.

- i) **Employer:** The term employer shall mean Indian Bank having their head office at 66, RajajiSalai, Chennai and any of its employees representative authorized on their behalf.
- ii) **Architect:** The term architect shall mean the approved architects of Indian Bank or in the event of his / their ceasing to be the architect for the purpose of this contract such other person/s as the employer shall nominate for the purpose.
- iii) **Contractor:** The term contractor shall mean Company, firm or the party to whom the Contract is awarded and shall include his / their legal representative(s) or successor(s).
- iv) **Site:** Shall mean the places or buildings envisaged by the employer where the work is to be executed or carried out.
- v) **Site Engineer:** The bank may appoint the site engineer. The bank may also determine the number of site engineer and the supporting staff at site office to assist them and also whether the site engineer shall be temporary or permanent. As far as possible, the site engineer should assume charge of his post before the contractor reports on site of work. Where more than one site engineer is appointed, one of them shall be designated as senior site engineer by the premises department and the other site engineer shall be reporting to the senior site engineer.
- vi) **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 instruction, which may be given by the employer during the execution of 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 whenever necessary.
 In case any detailed drawings and necessary contractor shall prepare such detailed drawing and / or dimensional sketches therefore and have it confirmed by the employer / Architect prior to taking up such works.
 The contractor shall ask in writing for any clarification on matters occurring anywhere in drawings, specifications and schedule of quantities or to additional instructions at least 10 days ahead from the time when it is required for implementation so that the employer may be able to decision thereon.
- vii) **"The Works"** shall mean the work or works to be executed or done under this contract.
- viii) **"Act of Insolvency"** shall mean any act as such as defined by the presidency town's insolvency act or provisional insolvency act or any amending statues.
- ix) **"The schedule of quantities"** shall mean the schedule of quantities as specified and forming part of this tender.
- x) **"Priced schedule of quantities"** shall mean the schedule of quantities duly priced with the accepted quoted rates of the contractor.

Contractor sign

2. SCOPE

The work consists of **Air Conditioning work at Relocated Zonal office ,Lakhimpur (Dist)Uttar Pradesh(State)**.In accordance with the “drawings” and “Schedule of quantities”. It includes furnishing all material, labour, tools and equipments and management necessary for the incidental to the construction and completion of the work. All works, during its progress and upon completion, shall conform to the lines, elevations and grades as show on the drawings furnished by the employer / architects. Should any detail essential for the efficient completion of the work to be omitted from the drawings and specifications, it shall be responsibility of the contractor to inform the employer / architects and to furnish and install such detail with employer’s / architect’s concurrence, so that ,upon completion of the proposed work , the same will be acceptable and ready for use.

Employer/ Architect 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 and 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 maintenance period (retention period)

The Contractor shall forthwith comply and duly execute any work comprised in such employer / Architect’s Instructions provided always that verbal instructions, directions and explanations given to the contractor or his representative upon the works by the employer / Architects shall, if involving a variation, be confirmed in writing to the Contractor within seven days. No work, for which rates are not specifically mentioned in the priced schedule of quantities, shall be taken up without written permission of the employer / architect. 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 available, only products bearing ISI marking shall be used in the work.

3. TENDER SHALL VISIT THE SITE

Intending tender shall visit the site and make him thoroughly acquainted with the local site condition. Nature and requirement of the works, facilities of transport condition effective labour and materials, access and storage for material and removal of rubbish. The tender shall provide in their tender for cost of carriage, height 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 drawings. The successful tender 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 existing before commencement of work.

4. TENDERS

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

Contractor sign

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 words.
- ii) Amount column to be filled in for each item and the amount for each subhead as detailed in the "Schedule of Quantities".
- iii) All corrections to be initialed.
- iv) The rate column for alternative items shall be filled up.
- v) The "Amount" column for alternative items of which the quantities are not mentioned shall not be filled up.
- vi) In case of any error / omissions in the quoted rates, the rates given in the tender marked "Original" shall be taken as correct rates.

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

The employer reserved 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 not that 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. It called upon by the employer / architects detailed analysis of any or all the rates shall be submitted. The employer / architect shall not be bound to recognize the contractor's analysis.

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

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

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 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 tender shall note that his tender shall remain open for consideration for a period of 3 months from the date of opening of the tender.

5. AGREEMENT

The successful contractor required to sign agreement as may be drawn up to suit local conditions and shall pay for all stamp 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 work and to the regulations etc. of the govt. and the 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-laws etc. and pay all fees payable to such authority/ authorities for execution of 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 restoration etc. and shall indemnify the employer against such liabilities and shall defend all actions arising from such claim or liabilities.

Contractor sign

7. TAXES AND DUTIES

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

8. PROVISIONAL SUM (P.S.)

All provisional sums described in the schedule of quantities as P.S. shall be exclusively allotted to the purchase of material and not for any handling and fixing to be done by the contractor. Such cost 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 amount cover under this head will be absolutely at the discretion of the employer. Contractor is to make payments for these materials to the supplier on certificate or order issued by the employer / architect and release them through his bills from the employer.

9. QUANTITIES OR 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 employers 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 employers reserves the right to execute any part of the work 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. The main contractor shall extend all co-operations in this regard.

11. EARNEST MONEY AND SECURITY DEPOSIT

The tender will have to deposit an amount of Rs. 6,800/- in the form of bank draft drawn in favour of **INDIAN BANK, LAKHIMPUR** at the time of submission of tender as an earnest money. The employer is not liable to pay any interest on the earnest money. The earnest money of the unsuccessful tenders 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.

The successful tender to whom the contract is awarded will have to deposit an 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 make within 14 days from the date of acceptance of tender failing which the employer at his discretion may revoke the letter of acceptance and forfeit the earnest money deposit furnished along with the tender. The initial security deposit will be invested by the employer in a fixed deposit account for the duration of the contract period. It shall be refunded to the contractor along with accrued interest within fourteen days after the issue of certificate of virtual completion.

Apart from the initial security deposit made as above, retention money shall be deducted from progressive running bill @ 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 one lakh rupees of the estimated cost of work.
- b) 7.5% on the next one lakh rupees of the estimated cost of work.
- c) 6% on the remaining amount of the estimated cost of work, subject to a ceiling on total security deposit rupees ten lakhs (Rs. 10, 00, 000)

The retention amount will be refunded to the contractor 14 days after the end of defect liability period provided he has satisfactorily carried out all the work and attended to all defects in accordance with the condition of the 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 works according to the intent and meaning of the drawings, specifications and Schedule of Quantities taken together whether the same may or may not be particularly shown or described therein, provided that the same can reasonably be inferred

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there from and if the Contractor finds any discrepancy in the drawings or between the drawings, general conditions, specifications and Schedule of Quantities, he shall immediately refer the same in writing to the employer / Architect, whose decisions 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 material 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, during the execution of any works, all necessary centering, scaffolding, staging, planking, strutting, hoarding, watching and lighting by bights as well as by day required not only for the proper executions and protection of the said works, but also for the protection of the public and the safety of any adjacent roads, streets, walls, houses, building and all other erections, matters or things. The Contractors shall take down and remove any or all such centering, scaffolding, staging, planking, strutting, etc., as occasion shall required or when ordered so to do and shall fully reinstate and make good all the matters and things disturbed during the execution of the works to the satisfaction of the Employer / Architects.

The contractor shall also provide such temporary roads on the site as may be necessary for the proper performance of the contract and for his own convenience but not otherwise. Upon completion, such roads shall be broken up and leveled where so required by the drawings unless the Employer shall otherwise direct.

The contractor shall at all times , give access to workers engaged by the Employer or any men employed on the buildings , and to provide such parties , sufficient and if required , special scaffolding hoists and ladders and provide them with water and lighting and level or make any holes , groves etc. , in any work . Where directed by the employer or as may be required to enable such workmen to lay or fix pipes. Electrical wiring.Special fittings etc. The quoted rates of the tenders shall accordingly include all these above-mentioned contingent works.

13. TIME OF COMPLETION EXTENSION OF THE PROGRESS CHART

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

The work shall not be considered as complete until the employer / architects have certified in writing that his has been completed and the defect liability period shall commence from the date of such certificates.

2. Extension of time: If in the opinion of the employer / Architects the work be delayed (a) by any exceptionally inclement weather or (b) by reason of instructions from the employer in consequence of proceedings taken or threatened by or disputes, with adjoining or neighboring owner or (c) by the workers, or delay of other contractors or tradesmen engaged or nominated by the employer and not referred to in the specification or (d) by reason of authorized extra or addition or (e) by reason of any combination of workmen or strikes or lock out affecting any of the building trades or (g) from other causes which the employer may consider are beyond the control of the contractor, the employer at the completion of the time allowed for the contract, shall make fair and reasonable extension of time for completion in respect therefore. In the event of the employer failing to give possession of the site upon the day specified above the time completion shall be extended suitably.
3. In case of such strikes or lock-outs, as referred to above, the contractor shall immediately give the employer, written notice thereof. Nevertheless, the contractor shall use his best endeavors all that 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 decision shall be final and binding on the contractor) shall be promulgated at the conclusion of such strike or lock-out and the employer shall then, in the event of an extension being granted, determined and declare the final completion date. The provision in clause 15 with respect to payment of liquidated damages shall, in such case, be made a construed as if the extended dates fixed by the employer were substituted for and the damage shall be deducted accordingly.

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4. Progress of Work: During the period of construction the contractor shall maintain proportionate progress on the basis of a program chart submitted by the contractor immediately before commencement of work and agreed to by the employer / architects. Contractor 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.

14. LIQUIDATED DAMAGES

Should the work not be completed to the satisfaction of the employer / architect within the stipulated period, the contractor shall be bound to pay to the employer a sum calculated as given below by way of liquidated damages and not as penalty during which the work remains uncompleted or unfurnished after the expiry of the completion date.

- | | |
|--|--|
| a) For contracts having time for month or less | 2% of the estimated amount shown in Completion 4 the tender per week subject to a ceiling of 10% of the accepted contracted sum |
| b) For contracts having time for exceeding 6 month but not exceeding 2 years (24 months) | 0.5% of the estimated amount shown in Completion the tender per week subject to a ceiling of 7.5% of the accepted contracted sum. |
| c) For contracts having time for excess of 2 years | 0.25 % of the estimated amount shown in Completion in the tender per week subject to a ceiling of 5% of the accepted contracted sum. |

15. NOTICE AND PATENT OF APPROPRIATE AUTHORITY AND OWNERS

The contractor shall confirm to the provision of any acts of 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 systems the structures were proposed to have connection and shall before making any variations from the drawings or specification that may be associated to so confirm, give the employer / architect written notices for making them and apply for instruction thereon. The employer / architect on receipt of such intimation shall give a decision within the reasonable time.

The contractor shall arrange to give notice 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 fees that may be properly chargeable in respect of the work and lodge the receipt with the employer.

The contractor shall indemnify the employer against the claims in respect of patent rights, royalties, damages to the buildings, roads or member of public in course of execution of work and shall defend actions arising from such claims and shall keep the employer saved harmless and indemnified in all respects from such actions costs and expenses.

16. CLEARING SITE AND SETTING OUT WORKS

The site shown on the plan shall be cleared of obstructions, loose stone and materials, rubbish of all kinds. All holes and hollows whether originally existing or produced by removal or loose stone or material shall be carefully filled up with earth well rammed and leveled off as directed at his own cost.

The Contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof. If at any time any error shall appear during the progress or on completion of any part of the work, the Contractor shall at his own expenses rectify such error, if called upon to do so the satisfaction of the Architect and 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.

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17. DATUM

The average ground level will be considered as the crown of the nearest road which should be taken as "Datum" which is however subject to final confirmation by the employer / architect. All levels shown in the drawings are to be strictly adhered to.

18. CONTRACTOR IMMEDIATELY TO REMOVE ALL OFFENSES

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

The contractor shall keep the foundation 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 building is handed over to the employer. The contractor shall arrange for the disposal of the water so accumulated to the satisfaction of the employer and local includes in his rates for the purpose.

19. ACCESS

Any authorised representative of the employer shall at all reasonable times have free access to the works and/or to the workshops, factories or other places where item/items of work are being prepared or manufactured for the contract and also to any place where the materials are lying or from which they are being obtained. The Contractor shall give every facility to the Architect, Owner and their representative for the inspection and examination and test of the materials and workmanship. Except the representative of employer no person, shall be allowed at any time without permission of the employer.

20. MATERIAL, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS

All the works specified and provided for in the specification or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and most workman like manner with materials of best and approved quality of the respective kinds in accordance with the particular contained in the implied by the specifications and as represented by the drawings or accordance to such other additional particulars and instruction as from time to time be given by the employer / architect during the execution of the work , and to his entire satisfaction.

If required by the employer / architect the contractor shall have to carry out test on materials and workmanship in approved material testing laboratories or as prescribed by the employer / architect at his own cost to rove that the materials etc. under test confirm to the relevant IS standards 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 done by the contractor. No extra payment on this account should in any case be entertained.

All the material (except where otherwise described) store and equipment required for the full performance of the work under the contract must be provided through normal channel and must include charge for import duties, sales tax, octroi 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 the work. The work must be done in the best workman like manner. Samples of all materials to be used must be submitted to the employer / architect when so directed by the engineer / architect.

21. REMOVAL OF IMPROPER WORK:

The employer shall, during the progress of the works, have power to order in writing from time to time the removal from the works, within such reasonable time/times, as may be specified in the order, of any materials which in the opinion of the employer /architect are not in accordance, with the specifications or instructions, and the substitution of proper materials and proper re-execution of any work, executed with materials or workmanship, not in accordance with the drawings and specifications or instructions. In case contractor refuse to comply with the orders, 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 / architect shall be borne by the Contractor, or may be deducted from any money due to or may become due to the Contractor. No certificate which may be given by the architect shall relieve the contractor from his liability in respect of unsound work or bad material.

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22. SITE ENGINEER

The term "Site Engineer" shall mean the person appointed and paid by the Employer 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 of the use of such materials shall be discontinued until the decision of the Employer is obtained . The Architects, from time to time, will examine the work. 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 taken instructions only from the Architects / Employer.

23. CONTRACTOR'S EMPLOYERS

The contractor shall employ technically qualified and competent supervisors for the work who shall be available (by turn) throughout the working hours to received and comply with instructions of the Employer / Architects. 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 arsons having the appropriate skill or perform their job efficiently.

The contractor shall employ local labours on the work as far as possible. No labour below the age of sixteen years and who is not an Indian National shall be employed on the work.

Any labour 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) Employer's Liability Act.
- b) Workman's Compensation Act.
- c) Contract Labour (Regulation & Abolition) Act, 1970 and Central Rules 1971
- d) Apprentices Act 1961
- e) Any other Act or enactment relating thereto and rules framed hereunder from time to time.

The contractor shall keep the Employer saved harmless and indemnified against claims if any of the workmen and an 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 MS own cost 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 labours are housed or accommodated , for the prevention of small pox. Cholera , plague , typhoid , maintain and keep in good sanitary conditions adequate sanitary accommodation and provide facilities for pure drinking water at all times for the use of men engaged on the works and shall remove and clear away the same in completion of the works . Adequate precautions shall be taken by the contractor to prevent nuisance of and kind on the works or the lands adjoining the same.

The contractor shall arrange to provide first aid treatment to the labours 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 to the competent authority where such report is required by law .

24. DISMISSAL OF WORKMEN :

The contractor shall on the request of the employer immediately dismiss from the works any person employed thereon who may, in the opinion of the employer, is unsuitable or incompetent or who may misconduct himself, and such person shall not again be employed or allowed on the works without the permission of the employer. The employer shall not enter into correspondence for stating the reasons for

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dismissal of such workmen. Such discharge shall not be the basis of any claim for compensation or damages against the employer or any of their officer or employee.

25. ASSIGNMENT

The whole works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or underlet the contract or any part share thereof or interest therein, nor shall take a new partner, without the 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 works during their progress.

26. DAMAGE TO PERSONS AND PROPERTY INSURANCE ETC.

The contractor shall be responsible for all injury to persons, property or things and for all structural and decorative damage to property which may arise from operation or neglect or default of himself or of any Sub-Contractor or of any of his or a Sub-Contractor's employees, whether such injury or damage may arise from carelessness, accident or any other cause whatever in any way connected with the carrying out of this contract. This clause shall be held to include, interlace any damage to buildings, whether immediately adjacent or otherwise, any damage to roads, streets, footpaths, bridges, or ways as well as damages caused to the buildings and works forming the subject of this contract by rain, wind or other inclemency of the weather. The Contractor shall indemnify the Employer and hold him harmless in respect of all, and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of Governments or otherwise, and also in respect of any award of compensation or damages consequent upon such claim.

The Contractor shall reinstate all damages of every sort mentioned in this clause, so as to deliver up 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 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 names 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 initial stage. The contractor shall be responsible for anything, which may be excluded from the Insurance Policies above referred to, and also for all other damages to any property arising out of and incidental to the negligent 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 occurring from or in respect of any such claims or damages from any sums due or to become due to the Contractor.

27. INSURANCE

Unless otherwise instructed the contractor shall insure the work and keep them insured until the virtual completion of the contract against loose 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 receipts for the premiums with the employer within 10 days from the date of signing the Contract. 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 In Insurance office, should they elect to do so proceed with all due diligence with the completion of the works in the same manner as though the fire had not occurred and in all respects under the same conditions of contract. The contractor in case, of rebuilding or reinstatement after fire, shall be entitled to such extension of time for completion as the employer may deem fit.

28. ACCOUNTS RECIEPTS AND VOUCHERS

The contractor shall, upon the request of the employer furnish them with invoices, accounts, receipts and other vouchers that they may required 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 difference in the quantity of the

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material 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 the material is required to use for any work in this contract.

29. MEASUREMENT

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 measurement 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 measurement 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.

30. PAYMENTS

The bills of the Contractor's shall be submitted to the Architects which in turn shall duly forward the same certifying the correctness thereof along with all the relevant records to the employer with in a week of the receipt of bills and other records from the Architects subject to deduction of applicable taxes, advances, security deposits etc. or such other sums as may be agreed or provided for under the Contract.

All the interim payments shall be regarded as payments by way of advance against the final 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 any and reconstructed , or recreated or be considered as an admission of the performance of the contract , or may 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.

Final payment: - The final bill shall be accompanied by a certificate of completion from that employer/ Architect. Payments of final bill shall be made after deduction of retention money as specified in clause 11 of these conditions, which same shall be refunded after the completion of the defect liability period after receiving the employer's / architects certificates that the contractor has rectified all defect to the satisfaction of the employer / architect. The acceptance of payment of the final bill the contractor would indicate that he will have no further claim in respect of the work executed.

31. VARIATION / DEVIATION

The price of all such additional items/ non tendered 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 up to variations of 25%. For variation beyond $\pm 25\%$ the rate for the respective items may be reviewed on mutually agreed terms.

32. SUBSTITUTION

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

33. PREPARATION OF BUILDING 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 that he has completed the work and it is ready for inspection .

On completion the contractor shall clean windows, and doors including oiling if necessary , of all hardware., inside and outside , stair – case , and every part of the building . He will leave the entire building neat and clean and ready for immediate occupation and total satisfaction of the Bank.

34. CLEARING SITE ON COMPLETION

On completion of the works the contractor shall clear away and remove from the site construction plant, surplus material, 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 / architect.

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35. DEFECTED AFTER COMPLETION

The contractor shall make good at his own cost and to the satisfaction of the Employer all defects, shrinkage, settlements or other faults which may appear within 13 months after completion of the work. In default the Employer may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental there to shall be made good and borne by the contractor and such damages, loss and expenses shall recoverable from him by the employer or may be deducted by the employer, in lieu of such amending and making good by 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 the amount retained under clause No. 12 together with any expenses the Employer any have incurred in connection therewith.

36. 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 expenses or no payment may be made for such materials. Should any dispute or differences arise after the execution of any work as to measurements etc. or other matters which cannot be conveniently tested or checked, the notes of the Employer / Architects shall be accepted as correct and binding on the contractor.

37. ESCALATION

The rate quoted 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 material, labour, sales tax, octroi etc. unless specially provided in these documents.

The price variation clause being adopted by the RBI may be followed, if such a situation arises on a case basis.

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 works, or in the opinion of the employer, shall neglect or fail to proceed with due diligence in the performance of his part of the Contract or if he shall more than once make default, the employer shall have the power to give notice in writing to the Contractor requiring that the works be proceeded within a reasonable manner, and with reasonable dispatch, such notice shall not be unreasonably given and must signify that it purports to be a notice under the provisions of this clause and must specify the acts or defaults on the part of the Contractor upon which it is based.

After such notice shall have been given to the contractor shall not be at liberty to remove the site of works or from any ground continuous thereto any plant and materials to subset from date of such notice being given until the notice shall have been complied with. If the contractor shall fail for 7 (seven) days after such notice has been given to proceed with the works as therein prescribed, the employer may proceed as provided in clause 40 (Termination of contract by employer).

40. TERMINATION OF CONTRACT BY EMPLOYER

If the contractor being a company going in to 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 in to 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 the 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 contractor 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 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, there under, or shall neglect or fail to observe and perform an 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 hereinafter mentioned requiring the contractor to observe or perform the same or shall use improper materials or workmanship in carrying on to 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 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 employer may not with standing previous waiver determine the contract by notice in writing to the effect as hereinafter mentioned, but without thereby effecting the powers of the employer of the obligations and liabilities of the contractor the whole 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 trust in favour of contractor) further the employer or his agent or servants, may enter upon and take possession of the work and all plants, tools, scaffolding, shed , machinery, steam and other power, utensils and material lying upon premises or the adjoining lands or roads of sell the same as MS own property or may employ the same by mesa of his own servants and workman in carrying on and completing the work or by employing any other contractor or other persons or person to complete the work, the contractor shall not in any way interrupt or do any act matter of thing to prevent or hinder such other contractors or other persons or person employed from completing and finishing or using the material or plants for 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 MS surplus material and plants, and should the contractor fail to do so within 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 to so released. Any expenses or losses incurred by the employer in getting the works carried out by the other contractor shall be adjusted against the amount payable to the contractor by way of selling his tools or plants or due on account of work carried out by the contractor prior to engaging other contractor or against the security deposit.

41. ARBITRATION

In the event of any dispute or difference whatsoever arising between the parties out of or pertaining to any Clause of this Contract including any question relating to meaning and interpretation of this contract or any alleged breach thereof, except those the decisions whereof have been specifically provided in the Contract, the same shall be settled as far as possible by mutual discussions and consultations between the parties.

In case of failure to resolve the difference/dispute in the above manner, the same shall be referred to the sole arbitration of any person appointed by mutual consultation of employer and contractor, who shall be presently unconnected with the organization for which the work is executed.

The Arbitrator shall give a separate award in respect of each dispute or difference referred to him.

The Arbitrator shall decide each dispute I accordance with the terms of the contract and give a reasoned award. The venue of the Arbitrator shall be such place as may be fixed by the arbitrator in the sole discretion.

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

The award pf the Arbitrator shall be final and binding on both the parties.

Subject to aforesaid the provision of the arbitration act 1940 or any statutory modification or re-enactment thereof and the rules made there under, and for the time being in force, shall apply to the arbitrator proceeding under this clause.

The employer and the contractor hereby also agree that arbitration under clause shall be a condition precedent to any right and action under the contract with regard to the matters hereby expressly agreed to be so referred to arbitration.

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