



MAJOR REPAIR AND RESTORATION WORKS

FOR

THE ORIENTAL INSURANCE CO. LTD [MAGNET HOUSE, Ballard Estate, Mumbai]

Mumbai Regional Office No.1, Oriental House, 2nd Floor,
7, J. Tata Road, Churchgate,
Mumbai. 400 020
Tel No. 22820369
CIN - U66010DL1947G01007158

TENDER DOCUMENT PART -I (TECHNICAL BID)



PROJECT MANAGEMENT CONSULTANT

S.P.CIVIL ENGINEERS PVT LTD

Regd. Off.: Unit No. 210, 'D' wing, 2nd Floor, Crystal Plaza, New
Link Road, Andheri (W), Mumbai - 400 053.
Tel: 2673 4863 / 2673 5329 /6570 4709.



TENDER FOR MAJOR REPAIR AND RESTORATION WORKS OF
“THE ORIENTAL INSURANCE CO. LTD [MAGNET HOUSE, Ballard Estate, Mumbai]” Mumbai Regional
Office No.1, Oriental House, 2nd Floor, 7, J. Tata Road, Churchgate, Mumbai. 400 020

TENDER NOTICE

1] Sealed tenders in two bid system are invited from the Contractors of repute having adequate resources & experience in the execution of similar works of comparable magnitude, for

Name & Nature of Works	:-	<u>MAJOR REPAIR AND RESTORATION WORKS OF :</u> THE ORIENTAL INSURANCE CO. LTD [MAGNET HOUSE, Ballard Estate, Mumbai]” Mumbai Regional Office No.1, Oriental House, 2 nd Floor, 7, J. Tata Road, Churchgate, Mumbai. 400 020
Time of completion	:-	The Work should be completed by the date 27.08.2016 , given by Mumbai port Trust in their NOC.
Tender cost	:-	Rs. 5,000/- (Rupees Five Thousand Only) by DD to be given separately with EMD along with Technical Bid.
Estimated cost	:-	Approx. Rs 94 lakhs . (Rupees Ninety Four lakhs Only)
PRE-BID MEETING	:-	25th May,2016 between 3pm to 4pm at Regional Office No.1, Oriental House, 2 nd Floor, 7, J. Tata Road, Churchgate, Mumbai. 400 020

Tender documents will be available at the Estate Department The Oriental Insurance Company Ltd., Mumbai Regional Office No.1, Oriental House, 2nd Floor 7, J. Tata Road Churchgate Mumbai-400 020 from **09/05/2016** onwards upto **27/05/2016** on all working days between **11 AM to 3.00 PM. [Except Saturday and Sunday]**

OR can be downloaded from the Company's website 'www.orientalinsurance.org.in'

Only sealed tenders shall be accepted. They should be addressed to the Regional Manager and should be submitted on **or before 30/05/2016 by 3.00 PM.**

The bidders are advised to inspect the site prior to quoting.

Tenders shall be valid for period of 90 days from the date of submission

The Company reserves the right to reject/cancel any or all the tenders without assigning any reasons

whatsoever.



APPENDIX TO TENDER

Earnest Money Deposit & Tender Cost :- 2,00,000/(Rs. Two lakhs only) - in form of EMD [FIXED AMOUNT]
Rs. 5,000/- (Rupees Five Thousand Only) by DD to be given separately with EMD along with Technical Bid.

Security Deposit & Retention Money

a) Initial :- 2,00,000/- Rs. Two lakhs only) Earnest Money Deposit as above.

b) During Execution :- 10% Retention Money out of every R.A.Bill.

TOTAL (Retention Money and Security Deposit) :- 10% of cost of works executed + EMD

Insurance :-

- i) All Risk Insurance policy to cover completed work, material and equipment brought at site from Fire, Theft/Burglary.
- ii) Third Party Insurance Policy: For accidental loss or damage caused to the property of other persons for fatal and non-fatal injury.
- iii) Workmen compensation Insurance as per local regulations

Period of commencement of works from the date of acceptance of the contract. :- 10 Days. [Maximum]

Time of completion. :- The Work should be completed by the date 27.08.2016, given by Mumbai port Trust in their NOC.

Income tax deduction at source (TDS) :- At prevailing rate from each bill

Period of maintenance. (Defect liability:- period.) 12 months from certified completion

Amount of interim certificate :- Rs. 10,00,000/- Minimum. (Rs. Ten lacs only)

Refund of EMD :- Acceptance of final bill submitted by the contractor.

Liquidated Damages :- Rs. 2000/- per day subject max. of 10 % of Contract Value

Time within which payment of interim certificate be made to the Contractor after Consultant's certification - 7 Days.

Time within which payment of final bill will be made after Consultant's certification - 30 Days.

In case of delay in finalization of the award of contract, the Company shall refund all EMD's collected from Tenderers, on completion of 45 days, but within 60 days from date of tender opening.

ORIENTAL INSURANCE CO.LTD.

CONTRACTORS

S.P.C.E.PVT.LTD.



APPENDIX SHOWING IMPORTANT SCHEDULES

1. SIGNING THE AGREEMENT : Within seven days of the issue of letter of intent/work order.
2. COMMENCEMENT OF WORK : Within ten days of the issue of letter of intent/work order.
3. PERIOD OF COMPLETION : The Work should be completed by the date 27.08.2016 , given by Mumbai port Trust in their NOC.
4. LIQUIDATED DAMAGES : Rs. 2000- per day subject to the max of 10% of the Accepted Contract sum.
5. PERIOD AND VALUE OF RUNNING/ON ACCOUNT BILL : Fifteen days
6. TOTAL RETENTION MONEY : 10 % of cost of work executed.
7. TOTAL SECURITY DEPOSIT : Retention money + EMD .
8. REFUND OF E.M.D : To be refunded to the Contractor within 30 days (Thirty days) after submission and acceptance of the final bill.
9. REFUND OF RETENTION MONEY : To be refunded to the Contractor in 30 days (Thirty days) after the end of Defects Liability period.
10. INCOME TAX DEDUCTION : At prevailing rate from each bill
11. DEFECTS LIABILITY PERIOD : 12 months from the date of completion.
12. PERIOD OF FINAL MEASUREMENT : Fifteen days after virtual completion of work.
13. MINIMUM VALUE OF RUNNING BILL : Rupees 10 Lakhs (Rs. Ten Lakhs).
14. DEVIATION LIMIT : Plus 20% of scheduled quantities.
15. INSURANCE : i) All Risk Insurance policy to cover completed work,material and equipment brought at site from Fire,Theft/Burglary.
ii)Third Party Insurance Policy: For accidental loss or damage caused to the property of other persons for fatal and non-fatal injury.
iii) Workmen compensation Insurance as per local regulations



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PART - II

FINANCIAL BID (separately given)

Section - VII	Schedule of Quantities
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SECTION - I INVITATION TO TENDERS

1.1

S.No.	Name of Work	Estimated Value of Work (Rs.)	Time of Completion
1.	<u>MAJOR REPAIR AND RESTORATION WORKS OF :</u> THE ORIENTAL INSURANCE CO. LTD [MAGNET HOUSE, Ballard Estate, Mumbai]" Mumbai Regional Office No.1, Oriental House, 2 nd Floor, 7, J. Tata Road, Churchgate, Mumbai. 400 020	Approx. Rs. 94 Lakhs (Rupees Ninety Four lakhs)	The Work should be completed by the date 27.08.2016 , given by Mumbai port Trust in their NOC.

1.2 The intending contractors may collect the tender documents from the office of Regional Manager (Estate), The Oriental Insurance Company Ltd., Mumbai Regional Office No.1, Oriental House, 2nd Floor , 7, J. Tata Road Churchgate,Mumbai-400 020 on payment of **Rs.5,000/- in form of demand draft in favour of " The Oriental Insurance Co. Ltd" Payable at Mumbai from 09/05/2016 to 27/05/2016 between 11 am to 3.00 pm.on all working days except Saturday and Sunday.**

In case of forms downloaded from the Company's website:www.orientalinsurance.org.in the **cost of the tender forms shall be submitted in the form of demand draft** favoring as mentioned above alongwith Technical Bid

1.3 **Tenders are invited into two bid system i.e. "Technical bid" and "Financial bid".** The intending contractors should submit the following details in the technical bid duly contained in closed sealed envelope no. 1 superscribed as **"technical bid"**:

NOTE : THE CONTRACTOR WILL BE REQUIRED TO OBTAIN ALL STATUTORY PERMISSIONS FROM ALL STATUTORY AUTHORITIES OR LOCAL BODIES (BMC / MCGM, HERITAGE COMMITTEE ETC.) IN CO-ORDINATION WITH CLIENT.



PREQUALIFICATION CRITERIA OF CONTRACTORS FOR ELIGIBILITY TO BID

- a.) Organizational setup including details/assets of workshop/office facilities with infrastructure, for office infrastructure/assets proof of copy audited balance sheet of last 2 years to be furnished. Either the Owner / Owners, Directors, Partners must be qualified Civil Engineers. **OR** a qualified Civil Engineer with minimum 10 years of experience (out of which 5 years of repairs experience) must head the Team.
- b.) Proof of financial capability (proof from bankers for solvency certificate for executing the entire job of Rs 94 lakhs)
- c.) Copy of PAN, Service Tax registration certificate and VAT / TIN.
- d.) Registration/empanelment with Govt/Psu/reputed organizations
- e.) Copy of registration with Work Contract Tax department , registration is compulsory
- f.) Average Annual financial turnover, balance sheet duly certified by the chartered accountant shall be submitted during the last 3 years, ending 31st March of the previous financial year, The turnover should be at least 30% of the estimated cost of the proposed project.
- g.) Completion certificate of successful completion of similar works from the client shall be submitted. The works executed during last 07 years ending last day of month previous to the one in which applications are invited should be either of the following.
- h.) Three similar completed works costing not less than the amount equal to 40% of the estimated cost. (or)
- i.) Two similar completed works costing not less than the amount equal to 50% of the estimated cost. (or)
- j.) One similar completed works costing not less than the amount equal to 80% of the estimated cost.
- k.) Definition of “**similar work**” means **Civil / Structural work**.
- l.) Details of projects in hand with name of clients, addresses & phone nos.
- m.) Earnest money of **Rs. 2,00,000/- (Rupees Two Laksh only) & Tender cost of Rs. 5000/-**. In the form of Demand Draft from in favour of “**The Oriental Insurance Co. Ltd.**” Payable at **Mumbai**.
- n.) The Earnest Money will be refunded without any interest to all the unsuccessful tenderers after the award of the work subject to the relevant provisions in the tender documents. Any false information furnished by the contractor shall lead to the forfeiture of the earnest money.
- o.) 1.4 The “Financial bid” shall be contained in a closed sealed envelope no. 2 superscribed as “**financial bid**”. The financial bid shall contain **Part -II Section-VII (Schedule of Quantities)** duly filled in by the intending tenderers. This shall form the part of the agreement.
- p.) 1.5 Both the sealed envelopes of “**technical bid**” and “**financial bid**” should be kept in envelope **no. 3 sealed and superscribed with the name of work on the top of envelope MAJOR REPAIR AND RESTORATION WORKS OF THE ORIENTAL INSURANCE CO. LTD [MAGNET HOUSE, Ballard Estate, Mumbai]** Mumbai Regional Office No.1, Oriental House, 2nd Floor, 7, J. Tata Road, Churchgate, Mumbai. 400 020 **on or before 30/05 /2016 by 3.00 pm**. The tender received in any manner other than prescribed above shall be summarily rejected. The company will not accept any responsibility for the tender lost in transit.



q.) Relationship with the Employees :A Non-relationship Certificate is required to be submitted (refer clause no. 1.19).

1.6 At first instance technical bid shall be opened The technical bid will then be evaluated on the basis of documents/information furnished as also if necessary, after physical examination of the tenderers office/workshop & projects successfully executed by them. The criteria followed by the company will be at its sole discretion and will not be open to question. The contractors who shall qualify in the technical bid will only be eligible for the opening of their financial bid. The date and time of opening of financial bid shall be intimated to individual qualified contractors .

1.7 Date of commencement of the work shall be reckoned from the 7th day of award of work.

1.8 The work as detailed in this tender shall be executed and completed in all respects in accordance with the Tender documents, which includes instructions to tenderers, General conditions of contract, special conditions of contract, schedule of Quantities, list of approved materials and Drawings to complete satisfaction of the Consultant and the Employer.

1.9 **Rates must be quoted for complete work at site inclusive of all costs, taxes and charges etc. All taxes and duties including Service Tax and VAT on work contract.** ESI charges etc. as applicable at on the date of receipt of tender, Central & State Sales Tax, Octroi, Royalties etc. on works and materials required for use in the execution of this project shall be entirely borne and payable by the Contractor and the Employer will not entertain any claim what so ever in this respect. **Service Tax and VAT shall be reimbursed by the Company on Actuals, as and when applicable.**

1.10 The tender for the works shall remain open for acceptance for a period of 60 days from the date of opening of tenders. If any Tenderer withdraws his tender before the said period or makes any modifications in terms & conditions of the tender which are not acceptable by the company, then the company, shall without prejudice to any other right or remedy, be at liberty to forfeit 100% of the earnest money as aforesaid.

1.11 **Total Security Deposited during execution of work shall comprise of-**

(a) Earnest Money Deposit

(b) Retention Money

1.12 **Retention Money**

The retention money (i.e. deduction from interim & final bill shall be 10% of the gross value of each. The



retention money & earnest money shall form the total security deposit during execution of work. The retention amount will be refunded to the contractor after the end of Defect Liability Period provided he has satisfactorily carried out all the works and attended to all defects in accordance with the condition of contract. No interest is allowed on retention money & earnest money. Earnest money shall be refunded after the submission and acceptance of final bill.

- 1.13 Earnest money of the successful tenderer is liable to be forfeited in the event of refusal or delay on his part in signing the agreement or starting the work as mentioned in the tender and employer will be at liberty to award it to another contractor.
- 1.14 The competent authority on behalf of the Regional Manager (Estate), The Oriental Insurance Company Ltd. Mumbai Regional Office No.1, Oriental House, 2nd Floor ,7, J. Tata Road Churchgate, Mumbai-400 020 reserves to himself the right of accepting the whole or part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
- 1.15 Canvassing whether directly or indirectly in connection with the tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing in any form would be liable to rejection
- 1.16 The tendering firms, in case the tenderer is a partnership firm, shall submit the tender signed by the partners. In the event of absence of any partner, it must be signed on his behalf by a person holding power of attorney which shall be attached along with the tender and it must also disclose that the contractor is duly registered under the Indian partnership Act or not.
- 1.17 The notice inviting tender shall form part of the contract document. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall within 7 days from the stipulated date of start of work sign the contract consisting of :
 - a. The notice inviting tender, all the documents including additional conditions, invitation of tender and acceptance thereof together with any correspondence leading there to.
 - b. Offer in standard tender form.
- 1.18 The tenderer shall unconditionally accept terms & conditions of the company. Conditional offer shall be summarily rejected.
- 1.19 Relationship with the Employees :A Non-relationship Certificate is required to be submitted as per the following format along with the Technical Bid. The Estate Dept of MRO 1 (OICL) will debar the parties from tendering having relatives working in THE ORIENTAL INSURANCE CO.LTD. in any capacity.:
Participation of near relatives of Employees in the tender / execution of works:



I / We / Our organization

including our Partners / Share holders / Directors hereby certify that none of my / our relative (s)

is / are employed in THE ORIENTAL INSURANCE CO.LTD .

In case at any stage if it is found that the information given by me /us is false/ incorrect .

THE ORIENTAL INSURANCE CO.LTD .shall have the absolute right to take any action

as deemed fit without any prior intimation to me /us.

DY.GENERAL MANAGER
for **THE ORIENTAL INSURANCE CO. LTD**
Mumbai Regional Office No.1,
"Oriental House", 2nd Floor
7, J. Tata Road, Churchgate,
Mumbai-400 020



STANDARD TENDER OFFER

THE ORIENTAL INSURANCE CO. LTD.,
Mumbai Regional Office No.1
Oriental House, 2nd Floor
7, J. Tata Road ,Churchgate, Mumbai-400 020

Item Rate Tender & Contract Works for

Tender for the **MAJOR REPAIR AND RESTORATION WORKS OF THE ORIENTAL INSURANCE CO. LTD [MAGNET HOUSE, Ballard Estate, Mumbai]**” Mumbai Regional Office No.1, Oriental House, 2nd Floor, 7, J. Tata Road, Churchgate, Mumbai. 400 020

To be submitted by between hrs. to hrs.

Issued to:

Signature of the person issuing the documents:

Designation:

Date of Issue:

TENDER

I/We have read and examined the notice inviting tender, Schedule, specifications applicable, Drawings & Designs, General rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Quantities & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the Regional Manager (Estate), The Oriental Insurance Company Ltd. Mumbai Regional Office No.1, Oriental House, 2nd Floor

7, J. Tata Road Churchgate, Mumbai-400 020 within the time specified in schedule, viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in General Rules and Directions and the Conditions of contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

We agree to keep the tender open for Ninety days (90 days) from the due date of submission thereof and not to make any modifications in its terms and conditions.



A sum of **Rs. 2,00,000/- (Rupees Two Lakhs only)** & Tender cost Rs. 5000/- is hereby forwarded in the form of Demand Draft of a Bank as earnest money. If I/we, fail to commence the work specified I/we agree that the said Regional Manager (Estate), The Oriental Insurance Company Ltd.Mumbai Regional Office No.1, Oriental House, 2nd Floor ,7, J. Tata Road Churchgate,Mumbai-400 020 or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely otherwise they said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, **up to maximum of the percentage 20% mentioned in the schedule and those in excess of that limit market/tendered rate whichever is lower at the rates to be determined in accordance with the provision contained in the tender form.**

I/We hereby declare that I/we shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived therefrom to any person other than a person to whom I/we am/are authorised to communicate the same or use the information in any manner prejudicial to the safety of The Oriental Insurance Company Ltd..

I/We agree that should I/we fail to commence the work specified in the above memorandum, an amount equal to the amount of the earnest money mentioned in the form of invitation of tender shall be absolutely forfeited to the Regional Manager (Estate), The Oriental Insurance Company Ltd.Mumbai Regional Office No.1, Oriental House, 2nd Floor ,7, J. Tata Road Churchgate,Mumbai-400 020 and the same may at the option of the competent authority on behalf of the DY GENERAL MANAGER, The Oriental Insurance Company Ltd.Mumbai Regional Office No.1, Oriental House, 2nd Floor ,7, J. Tata Road Churchgate,Mumbai-400 020 be recovered without prejudice to any other right or remedy available in law out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/us under this contract or otherwise.

Dated.....

Sign. of Contractor

Postal Address

Witness:

Address:

Occupation:



ACCEPTANCE

The above tender (as mentioned by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the DY GENERAL MANAGER, The Oriental Insurance Company Ltd. Mumbai Regional Office No.1, Oriental House, 2nd Floor ,7, J. Tata Road Churchgate, Mumbai-400 020 for a sum of Rs.
(Rupees)

.....)

The letters referred to below shall form part of this contract Agreement:

- a.
- b.
- c)

for & on behalf of the DY GENERAL MANAGER, The Oriental Insurance Company Ltd. Mumbai Regional Office No.1, Oriental House, 2nd Floor ,7, J. Tata Road Churchgate, Mumbai-400 020

Dated Signature/Designation.....



SECTION-2: INSTRUCTION TO TENDERERS

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

PART - I

TECHNICAL BID

Section - I	Invitation to Tenderers
Section - II	Instructions to Tenderers
Section - III	General Conditions of Contract
Section - IV	Special Conditions of Contract
Section - V	List of approved Materials
Section - VI	Technical specifications / Drawings

PART - II

FINANCIAL BID (separately given)

Section - VII Schedule of Quantities

These shall form part of the agreement.

The tenderer 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 or local information shall not be considered as an excuse for non-performance of the contract. All costs, charges and expenses that may be incurred by the tenderer in connection with the preparation of his tender shall be borne by him and the Employer/Consultant does not accept any liability whatsoever in this regard.

2.2 Time is the essence of the contract and the tenderers are required to complete the work in all respects within the stipulated time of completion and hand over the same, complete in all respects to the satisfaction of the Consultant/Employer.



- 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 BOQ and all the items should be totaled up in order to show the aggregate value of the entire tender. The rates quoted by the tenderer should be expressed accurately both in words and figures so that there is not discrepancy. All corrections in the tender shall be duly attested by initials of the tenderers. Corrections if not attested, may entail rejection of tender. The rates quoted by the tenderers in item rate tender will be the basis (and not the amounts in case of discrepancies) in finalising 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 tenderers, conditions of contract, special conditions of contract specifications and drawings, addenda referred to therein and also for all such work's as are necessary for the proper completion of the contract. Although specific mention thereof may not have been made in the specifications or in drawings or in tender documents. **The rates shall be firm and shall not be subject to cost escalation on account of labour and material and labour conditions or any other reason whatsoever.**
- 2.5 The tenderers 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 bottom of right hand side and any tender not so completed is liable to be treated as defective and liable to be rejected.
- 2.7 The successful tenderer will be notified about the acceptance of his tender by the employer and he will execute agreement within 2 (two) days thereof, failing which his tender would be liable to rejection with forfeiture of the Earnest Money and the employer would be at Liberty to award it to another tenderer.
- 2.8 The contract 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 Rupees Currency.
- 2.9 The rates quoted shall be for complete work at site and should be inclusive of incidentals expenses necessary for carrying out the work. The rates shall be inclusive of Sales Tax if applicable at Mumbai for or any other tax or duty levied by any Government or Public bodies. The rates shall be firm and shall not be subject to cost escalation of labour and material and exchange variations, labour conditions or any other conditions whatsoever.



- 2.10 A schedule of approximate quantities for various items accompanies this tender. It shall be clearly understood that neither the Consultant nor the employer accept any responsibility for the correctness or completeness of this schedule in respect of items and quantities and this schedule is liable to alterations by omission, deduction or additions at the discretion of the employer in consultation with the Consultant without violating the terms of the contract.
- 2.11 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.
- 2.12 Tax deductions will be made as per the prevailing rates from the contractors on account bills.



SECTION-3

[IT 1]

The bidder, upon accepting the tender documents, is expected to verify the linearity of Pages. In case of any discrepancies, the Consultant's Office is to be contacted.

[IT 2] TENDER OPENING

- 1) The COMPANY will open the tenders, including submissions in presence of Company members., at the Company Premises
- 2) Tenders for which an acceptable notice of withdrawal has been submitted shall not be opened.
- 3) When opening a tender, the Consultant will ascertain whether the tenderer has furnished a proper valid Earnest Money Deposit. Tenders received without the EMD shall be considered as non-responsive, shall not be opened and shall be rejected outright.
- 4) COMPANY will open the envelopes/Parcels/Packages of those tenders for which valid tender guarantees have been received and examined whether the tenders are complete, whether the documents have been properly signed and whether the tenders are generally in order.
- 5) After opening the tenders the COMPANY will announce the tenderers names the tender prices, written notification of the tender modifications & withdrawals, if any, and such other details, as the COMPANY may consider appropriate.

[IT 3]

1. Tendering is open to all contracting firms who fulfill the requirements set over herein for financial standing, past experience of executed works (ONLY REPAIRS) of similar nature and organizational capability with at least one qualified Engineer as either proprietor/partner/director as the case may be.
2. The tenderers are requested to go through the requirement of their eligibility for the work under this tender given herein-under.
3. They are also required to furnish necessary documentary evidence in support of their competence under the above schedules. The data/documents furnished should be true or if the tenderer has attempted to conceal any data unfavorable to him, his tender will be rejected out-right.
4. The tenderers are requested to take a special note of the fact that only those tenderer who meet the minimum requirement for this work in respect of financial standing, qualifications, possession of plant and equipment's, past experience of executing similar works and their organizational capability will only be considered for evaluation and scrutiny. The tenders in respect of which these - requirements are not fulfilled will be rejected without assigning any reasons. The tenderers are requested to please take a special note of the fact that the above mentioned qualifications will form an important consideration for evaluation and



scrutiny in addition to their financial offer. The tenderers are also requested to note that the information called for should be invariably given in the formats of schedules accompanying and not in any other form. In case the space available in the schedules is inadequate, the tenderers may furnish this information on separate sheets, which should be invariably in the formats asked for.

[IT 4] FINANCIAL STANDING

1) **BANK REFERENCE:** Every tenderer will submit indisputable authentic bank references from any nationalized bank with proper signature verification and solvency certificate. The Consultant reserves the right to verify and confirm from the bankers about the status of the Contractor. The value of the solvency certificate is to be proof from bankers for solvency certificate for executing the job of Rs 94 lacs in 3 months.

2) **RESOURCE MOBILISATION :** This will be judged by the overdraft facilities/credit rating from a bank available to the tenderer in relation to the estimated value of the contract. The tenderer is expected to furnish credit rating from a govt. recognized bank equivalent to a minimum 10% of the estimated cost of contract under consideration in the form of Solvency certificate.

3) **LOCAL STANDING :** It is necessary that the tenderer has a sound financial standing with little, if any, history to litigation's, arbitration's etc. for this purpose, reference and testimonials from bankers & clients with whom the applicant has had past association, have been called for in the questionnaire in schedules Nos. 'A' to 'E'. Their reports whenever submitted and our own investigations, wherever possible and necessary, will be duly weighed to establish the overall financial capability of the tenderer.

4) Tenderers are required to furnish along with the tender, required details in support of their financial standing as indicated on schedule 'A'.

[IT 5] PAST EXPERIENCE

Quantum and experience of works executed.

It is necessary that the tenderer has successfully executed in the past of similar type, They shall have to submit along with the tender a certificate from their clients for successful completion of the works mentioned above. The present worth's or jobs executed in the past shall be calculated based on escalation of 10% per annum and brought up to date. It is expected that the present worth of any one job executed by the tenderer is at least of Rs.75 laksh .

Organizational Capability: Tenderers organizational capability will be judged based on data furnished by him in respect of personnel, construction plant and equipment for the job quoted and past experience vide respective schedules. The tenderer is required to confirm that he has required personnel in his employment &



also possesses the required number of construction plant & equipment in his working condition. The tenderer is expected to furnish bio-data of the key personnel proposed to be engaged by him on the work. The tenderer is also required to give an Undertaking that he will deploy adequate supporting staff i.e. Jr. Engineers Foreman/ Supervisor and below) & any additional plant & equip.(other than mentioned in the list) for completing of the contract in schedule time.

[IT 6] COST OF TENDERING

The COMPANY will not defray the expenses incurred by the tenderers in tendering & will not be bound to accept the lowest or any tender.

[IT 7] RIGHT OF REJECTION OF TENDER

Any tender which is received after the time and date as specified above, is liable to be rejected. The Company reserves the right to reject all the tenders or the lowest or any other tenders which in the best judgement of the Consultants does not appear to be in the best interest of the Clients/Owner & the tenderers shall have no cause of action or claim against the Consultants or its officers, employees, successors for rejection of his tenders.

[IT 8] SITE VISIT

The tenderer is advised to visit and examine the site of works and its surrounding & obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into a contract. The costs of visiting the site shall be at tenderers own expense.

[IT 9] Specified reference in the specification to any material by trade name or catalogue number shall be considered as establishing a standard of quality and performance and not as limiting competition & tenderer, in such cases, Contractor may freely use any other product provided that it ensures an equal or higher quality than the standard and meets the Consultants approval.

[IT 10] It shall be incumbent on the successful and legal tenderer to pay stamp duty on the contract charges and legal charges for preparation of the contract agreement as ruling on the date of execution of the contract.

[IT 11] The terms of payment are defined under term's special condition of contract. The Consultants shall not under any circumstances relax these terms of payment and will not consider any alternative payment terms. Tenderers should therefore in their own interest note this provision to avoid rejection of their tenders.

[IT 12] The following documents and drawing set are referred to as tender documents.

Envelope 1 :

- Tender Notice.
- Instructions to Tenderers
- General Condition of Contract.
- Technical Specification



- Special Condition of Contract
- Schedule "A" to "E"

Envelope 2 :

- Bill of Quantities and Rates

[IT 13] Tenderers shall carefully examine the tender documents and fully satisfy themselves as to all the condition and matters which may in any way affect the work or omission, from the specifications or other document or should he be in doubt as to their meaning, or should he require any other clarifications of the tender documents, he should at once address the query to the Consultants. All queries should be raised in Pre-Bid meeting or minimum 4 days prior to date of submission. In case of any details, specifications, pages etc are found to be missing the same shall be brought to the notice of CE as above.

[IT 14] At any time prior to the deadline for submission of tenders the Consultants may, for any reason whether at their own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by the issuance of an addendum and extend the date of opening of tender.

[IT 15] Tenders shall be submitted in English and all information in the tender shall be in English. Information in any other language shall be accompanied by its translation in English. Only English text shall be governing. Failures to comply with this may disqualify a tender.

[IT 16] In the event of a contract, the tender and documents attached thereto shall be considered as forming part of the contract documents. No tender shall be accepted unless it is properly sealed, tenderers shall not be allowed to fill in or seal their tenders at the Consultants/Company's office. Tenderers are requested to present the tenders in good time on the stipulated day as to avoid rush at the closing hours.

List of documents which will form part of contract document:-

- i. Letter of award by Company indicating the approval of successful bidders tender
- ii. Letter of intent issued by consultants to the successful bidder
- iii. Letter of acceptance by successful bidder.
- iv. Agreement Between Company and successful bidder. (along with Bar Chart)
- v. Any other documents/correspondence pertaining to works executed out by Company/consultant/contractor.



Each copy of the tender shall be accompanied by the following documents:

- a. The tenderer's general programme for the execution of the works.
- b. A chart showing estimated monthly labour force.
- c. A list of the major items of plant and machinery which the tenderer proposes to deploy on the site.
- d. A list of those parts of the works which the tenderer proposes to sub-let together with the names of the appropriate sub contractors.
- e. A covering letter stating any other matter in relation to his tender, which the tenderer considers, should be drawn to the particular notice of the Consultants.

In addition, the original tender shall be accompanied by:-

- a. The solvency certificate.
- b. Signed copies of the addendum if any.

Time being the essence; the tenderer should indicate the tender completion date(s). Erasures and other changes shall be noted over the initials of the person signing the tender.

[IT 17] Tenders must be received by the Company on the day and at the address specified in the tender notice. The Consultants may at their discretion, extend the deadline for submission of the tenders by issuing an amendments in which case all right and obligation of Consultants and the tenderer's previously subject to original deadline shall thereafter be subject to the new deadline as extended.

[IT 18] Tenderers are requested to note that although tender is for item rate only, they are required to add or deduct the amount due to the percentage premium /rebates as the case may be and workout the final figure at the end of tender in the summary sheet.

[IT 19] The tender shall be kept valid for acceptance for a period of 90 calendar days from the day of opening the tenders.

[IT 20] Tenderer are requested to sign the tender form, annexes, all schedules, forms addendum's, if any and the bill of Quantities and Rates, etc. after making appropriate entries wherever necessary.

[IT 21] MODIFICATION & WITHDRAWALS OF TENDERS

- 1) The tenderer may modify his tender before submission, provided that modification is received in writing by the Consultants prior to the prescribed date of submission of tenders.
- 2) The tenderers modifications shall be prepared, sealed marked and delivered with the envelopes additionally marked "MODIFICATION" as appropriate and as applicable.
- 3) Tenderer cannot withdraw the tender once submitted till the validity of tender. This may result in forfeiture of the EMD



[IT 22 PROCESS TO BE CONFIDENTIAL

1) After the public opening of tenders, information relating to the examination and comparison of tenders and recommendation concerning the award of contract shall not be disclosed to the tenderers or other persons not officially concerned with such process until the award of the contract, to the successful tenders has been announced.

2) Any effort by a tenders to influences the Consultants personnel's or representatives on matters relative to tenders under study in the process of examination, clarification, evaluation and comparison of tenders , and in decisions concerning award of contract, may result in rejection of tender's tender and forfeiture of his EMD.

[IT 23] AWARD OF WORK

Notification of the award will be made in writing to the successful tenderer. The work will be awarded to the best-qualified and responsive tender offering best overall evaluated tender in conformity with the specification and technically feasible rates. It shall not be binding upon the Consultants/Client to offer any reasons and compensation to unsuccessful bidders.

[IT 24] SIGNING OF CONTRACT

At the same time it notifies the successful bidder that his bid has been accepted, the Consultants will send the bidder the forms of agreements provided in bidding documents after the tenderers pays the contract deposits and the legal charges prevailing on that date, incorporating all agreements between the particles, within 7 days of receipt of the form of agreements, the successful bidder shall sign the form and return it to the Consultants.

[IT 25] INCOME TAX CLEARANCE CERTIFICATE

The tender must be accompanied by the latest Income Tax clearance certificate in the standard form.

[IT 26]

- A. ALL THE WORKERS OF CONTRACTORS, INCLUDING SUPERVISORS / ENGINEERS, ETC. MUST HAVE BADGES / I-CARDS, SAFETY HELMETS AND SAFETY BELTS (WHILE ON SCAFFOLD) ON THEM AT ALL TIMES.**
- B. CONTRACTOR WILL PROCURE ALL MATERIALS OR START ACTIVITY OF THE WORK ONLY AFTER GETTING WRITTEN CONFIRMATION FROM THE CONSULTANTS**
- C. ALL DEBRIS MUST BE CLEARED FROM COMPOUND TIME TO TIME BY THE SELECTED BIDDER AT HIS OWN COST.**



SECTION – III GENERAL CONDITIONS OF CONTRACT DEFINITION

[GC 1] DIRECTIONS REGARDING PROCEDURES

In construing these conditions, specifications and Contract Agreement, the following words shall have the meaning here in assigned to them except where the subject or context otherwise requires:

- (a) "Employer" Shall mean and shall include his (their) legal representative/s assign/s or successor/s.
- a. "Contractor/Builder" Shall mean the individual or firm or company, whether incorporated or not, undertaking the work and shall include legal personal representatives of such individual or the persons comprising such firm or company or the successors of such individual or firm or company and the permitted assignee of such individual or such individual or firm or company.
- (c) "Consultant" Shall mean the said whose registered office is situated at **D/210, 2nd Floor, CRYSTAL PLAZA, New Link Road, Andheri (West), Mumbai 400 053.** (and shall include his authorised representative) or in the event of his death or termination of his services by the Employer in his sole and unqualified discretion, such other person/persons as shall be provided always that no person subsequently appointed to be Consultant under this contract shall be entitled to disregard or over rule any previous decision or direction given or expressed by the Consultant specified here in unless otherwise approved by the Employer.
- (d) "Project Manager" Shall mean the accredited representative of the Employer and shall be over all in-charge of the work. He shall administer the contract as per contract Agreement conditions.
- (e) "Contract" Means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the DY.GENERAL Manager, The Oriental Insurance Company Ltd.Mumbai



Regional Office No.1, Oriental House, 2nd Floor ,7, J. Tata Road Churchgate,Mumbai-400020 and the Contractor, together with the documents referred to there in including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

In the contract, the following expressions shall, unless the context otherwise requires have the meanings, hereby respectively assigned to them:

- i. The expression **works** or **work** shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
- ii. The **site** shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
- iii. **Schedule(s)** referred to in these conditions shall mean the relevant schedule(s).
- iv. **Tendered Value** means the value of the entire work as stipulated in the letter of award of work.

E) "CONTRACT SUM" means the sum named in the letter of acceptance including physical contingencies subject to such addition or deduction there from as may be under the provisions hereinafter contained. In case of item rate contracts, the cost of the work arrived at after extension of the quantities shown in schedules of items/quantities by the item rates quoted by the tenderer for various items and summation of the extended cost of each item.

(F) "SPECIFICATIONS" means the specifications referred to in the tender and any modifications thereto as may from time to time be furnished or approved in writing by the Consultants.



[GC 2] **CONSULTANT'S DECISION**

The whole work shall be under the direction of the Consultant whose decision shall be final, conclusive and binding on all parties to the contract on all questions relating to the works and meaning of plans, working, drawings, sections and specifications connected with the work.

3.1.1 General

The work shall be carried out strictly in accordance with the drawings amplified by the specifications of materials and workmanship given hereunder. The drawings and specifications shall be taken together and shall complement each other. In case of any discrepancy, the following order of preference shall be followed:

- a. Particular Specifications.
- b. Drawings.
- c. CPWD Specifications & DSR 2002.
- d. National Building Code and Relevant IS Provisions.

In case there are no specifications for items shown on the drawings or where items are not exhaustively described, the general specifications of CPWD shall be followed for which nothing extra shall be paid. However the specification should be got approved from the Consultant before commencement of work.

3.1.2 Drawings and Specifications

- a. After signing the Contract, the contractor will be given free of charge three prints of all working drawings. The contractor shall make at his own expense any additional copies he requires. One copy of the drawing furnished to the contractor as aforesaid shall be kept by the contractor at site and the same shall, at all reasonable times be available for inspection and use by the Consultant and his representatives any by any other person authorized by him in writing.
- a. Such further drawings and instructions including revisions, as the Consultant may furnish to the Contractor shall from part of this contract.



- a. Only figured dimensions and detailed drawings shall be followed. The Contractor shall verify all dimensions in the field before any work is started and obtain instructions of the Consultant in case of any discrepancy.
- b. The Consultant with approval of the project manager shall have power and authority to supply to the Contractor from time to time during the progress of the work, such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of work and the Contractor shall carry out and be bound by the same.

3.1.3 Consultant Status and Decisions

- a. Status:

The Consultant shall have general supervision and direction of the work. He has authority on behalf of the Employer to stop the work whenever such stoppage may be necessary to ensure the proper execution of the work. The Consultant shall be the interpreter of the conditions of contract and the judge of its performance subject to the approval of the Project Manager.

- a. Decisions:

The Consultant shall, within a reasonable time, make decisions on all claims of the contractor and on all other matter relating to the execution & progress of the work or the interpretation of the contract documents. The decisions, opinion direction of the Consultant with respect to all or any of the following matters shall be referred to the Project Manager and decision so taken shall be final & binding to the contractor.

- i. Variation or modifications of the design.
- i. The quality or quantity of works or the additions/alterations or omissions or substitutions of any work.
- i. Any discrepancy in the drawings or between the drawings and or specifications.

- i. The removal and / or re-execution of any work by the contractor.

- i. The dismissal from the work of any persons employed therein.

- i. The opening up for inspection of any work covered up.



- i. The amending the making good of any defects under defects liability period.

- i. Approval of materials and workmanship.

- i. The contractor to provide everything necessary for the proper execution of the work.

- a. The authorities so conferred in the Consultant vide various clause above shall be subject to review of the Project Manager at any time whenever desired his decision shall binding under the contract.

- a. The employer shall be at liberty to take over the project at any time get the work executed directly under the supervision of Project Manager. The power vested in the Consultant under this tender shall automatically be vested in the Project Manager thereafter.

- a. In the event of any dispute under this contract or between the Consultant & the contractor, the speedier decision will be final in the matter. In case the contractor refer the matter to the Project Manager for speedier decision.

- a. Dismissal:
The contractor shall on the report of the Consultant immediately dismiss from the works within 24 hours any person employed thereof by him, who may, in the opinion of Consultant be incompetent or misconducts himself and such person shall not be re-employed on the works without the permission of the Consultant.

3.2.1 Extent of Contract

The contractor shall supply at his own cost all material implements, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying of conditions he is entitled to be satisfied which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply survey instruments and other materials necessary for the purpose of setting out works, and counting weighing and assisting to the measurement or examinations at the any time and from time to time of the work material, falling his so doing the same may be provided by the engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract from his security deposit or the



proceeds of sale thereof. The contractor shall also provide a sufficient portion of fencing and lights required to protect the public from accident, and shall be bound to bear the expenses of defence brought by any person for injury sustained owing to neglect of the above precautions and to pay any damage and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person. In no case, the employer shall be as a party to any such claim/claims and the contractor shall indemnify the employer against any claim for any person on this account.

3.2.2 Sufficiency of Tender

The contractor shall be deemed to have satisfied himself before tendering to the correctness and sufficiency of his tender for the work and of his prices for the work and of his prices stated in the schedule, which shall, except in so far as it is otherwise provided in the contract, cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the work.

3.2.3 Assignment or Sub Letting of Contract

The contractor shall not assign the contract or any part thereof or any benefit or interest therein or there under or any claim arising out of the contract to any other party without the prior written consent of the employer.

3.2.4 Power to make Alterations

Consultant shall have power to make any alterations or additions to the stipulated specifications, drawings, designs, and in striations that my appeal to him to be necessary or, advisable during the progress of the work and the contractor shall have no claim for compensation on account of such alterations or additions. The contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Consultant and such alterations shall not invalidate the contract and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work and at the same rates as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the



additional work bears to the original contract work and the certificate of the Consultant/Project Manager shall be conclusive as to such proportions.

3.3.0 WORKS SUBJECT TO APPROVAL OF CONSULTANT

All works to be executed under the contract shall be subject to approval of the Consultant who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

3.3.1 Contractors office and Stores

All offices, sheds and stores required by the contractor shall be enacted at his own cost with the prior approval of the Project Manager or his representative and shall be dismantled and removed upon the completion of the work if so directed within 7 (seven) days of the issue of such intimation

3.3.2 Urgent and Urgent works

If by reason of any accident or failure or other event occurring to or in connection with the work or any part thereof either during the execution of the work or during the period of Guarantee, any remedial or other work or compound beautification & other general works shall in the opinion of Project Manager be urgently necessary for security and the contractor is unable or unwillingly at once to do such work or repair, the employer may on its own get the work done/remedied/repared as the Resident Engineer may consider necessary. If the work or Compound Beautification & Other General works so done by the employer is such, which, in the opinion of the Consultant the contractor was liable to do at his own expense under the contract, all costs and changes incurred by the employer in doing so shall on demand be paid by the contractor to the employer or may be deducted by the employer from any money due or which may become due to the contract. Provided always that the resident engineer shall soon after the occurrence of any such emergency as may be reasonable notify the contractor thereof in writing.



3.4.0 DIRECTION FOR EXECUTION OF WORK

3.4.1 Setting outs

The contractor shall be responsible for the true and proper setting out of the works in relation to the original points, lines and levels of reference given by the Consultant in writing and for correctness subject as above mentioned of all the positions, levels dimensions and alignments of all parts of the work and for the provision of all necessary instruments, appliances and labour in connection therewith. If at any time during the progress of the work any error shall appear or arises in any part of the work, the contractor on being required to do so by the Project Manager shall at once inform the Consultant or their representatives. The checking of the work by the Consultant/representative shall not in any way relieve the contractor from his responsibilities of carrying out the work as per the best practices of construction.

3.4.2 Work to be to the satisfaction of the Consultant

The contractor shall execute, complete and guarantee the work in accordance with the contract to the satisfaction of the Consultant and shall comply with the adhere to their instructions & directions concerning the work.

3.4.3 Engagement of Labour

The contractor shall employ labour in sufficient numbers either directly or through subcontractors, where such sub letting is permitted to maintain the required rate of specified in the contract and to the satisfaction of the Consultant. The contractor shall not employ in connection with the works any person who has not completed his fifteen years of age.

The contractor shall comply with the provisions of the payment of Wages Act, 1936; Minimum Wages Act, 1948; Act, 1947; Maternity Benefit Act, 1961 and Mines Act, 1938, Labour Contract (Regulations & Abolishing) Act or Rules, or any modifications thereof or any other law relating thereto and rules made there under time to time.



The contractor shall indemnify the employer against any payment to be made under and for observance of the Regulation aforesaid without prejudice to his right to claim indemnify from his sub-contractors.

The contractor shall provide and maintain at his own expenses all rights, guards, fencing and watching when and where necessary or required by the Resident Engineer for the protection of the works or for the safety and convenience of those employed on works or the public.

3.4.4 Disruption of Progress

The contractor shall give written notice to the Consultant whenever planning or progress of the works is likely to be delayed or disrupted unless any further drawings or order, including a direction, instruction or approval is issued by the Consultant within a reasonable time. The notice shall include details of the drawing or order required and by when if is required and of any delay or disruption likely to be suffered if it is late.

If, by reason of any failure or inability of the Consultant to issue within a time reasonable in all the circumstances any drawings or order requested by the contractor and the work suffers delay then the Consultant shall take such delay into account in determining any extension of time to which the contractor is entitled under provisions of contract hereof, however no other compensation will be admissible on this account.

3.4.5 Rectification of Defects

if, it shall appear to the Consultant or his representative in-charge of the works that any work any has been executed with unsound, imperfect or un-skillful workmanship or material or any inferior description, the contractor shall, on demand, in writing from the Consultant specifying the work material or articles complained of shall rectify or remove and reconstruction work so specified in part, as the case may require.



3.4.6 Variation

In case the quantity of any item of the work executed increases by more than 20% from the quantity given in the tender document, the rate of such item would be settled as under:

- a. Rate of the item worked out as per market rate
- b. Rate of the item quoted by the contractor.

The rate of such item would be lowest of the two rates mentioned above.

3.4.7 The contractor shall submit the samples of various material for the approval of the Consultant & Client. The contractor shall use the material only after the approval of the Consultant/Client. The verification of the material shall be done on random base during the progress of the work in either the following manner :

- a. Random samples would be picked up during execution of work from site & if decided by the Consultant/client, it would be sent to one of the approved laboratories for test & quality check. The cost of such tests would be borne by the client.
- a. The Consultant/client may direct the contractor to submit the challan of delivery of the material brought at site. It would be on Random based. The Consultant may also direct the contractor to submit the copy of the test/verification certificate provided by the manufacturer of that particular material.

3.4.8 Free Access to work site

The contractor shall provide all necessary and reasonable facilities and free access to the works and his records at site of work to the Consultant, Resident Engineer and their representatives. He shall provide facilities and space to the satisfaction of the Consultant or his representative for inspection of any part of work.

3.4.9 Inspection of work

All work under or in course of execution or executed in pursuance of the contract shall at all times be open to inspection and supervision of the Consultant or his representative and the contractor shall at all times with reasonable notice or the intention of the Consultant or his representatives to visit work shall have been given to the contractor, either himself be present to receive orders and instructions, or have responsible agent duly accredited in writing present for that purpose. Orders to the contractor's agent shall be given to the contractor himself.



3.4.10 Preparation of Construction Programme Schedule

As and when sufficient planning information is available, the contractor in consultation with the Consultant shall prepare a Programme schedule of the activities. Contractor should prepare bar-charts & articles path method analysis of the light of the tendered quantities and their rates respectively. Under no circumstances shall this schedule be prepared later than one week of finalization of contract. Throughout the work, all programmes, schedules and charts shall be revised wherever any significant change occurs. The contractor shall also submit weekly progress chart to the Consultant.

3.4.11 Site Order Book

The contractor shall maintain a Site Order Book at the site of the works wherein the instructions of the Consultant/Project Manager or their representatives shall be reasoned. The site order book shall be the property of the employer and the instructions recorded therein shall be deemed to have the same force and effect as if they had been given to the contractor himself. The contractor or his representative on the site must sign the book in taken of his having persuade the orders given therein.

3.4.12 Hindrance Register

A Hindrance Register shall be maintained at the site of work wherein the contractor shall notify the items affected and the execution of work, the date on which the delay was cleared. These entries shall be initiated by the Project Manager Consultant/as well.

3.4.13 Suspension of Work

The contractor shall on the written order of the Consultant/Project Manager suspend the progress of the work or any part thereof for such time or time and in such a manner as the Consultant/Project Manager may consider necessary and shall during such suspension properly protect and secure the work as considered necessary in the opinion of the Consultant/Project Manager or their representative-in-charge of the work. No compensation shall be payable to the contractor on what so ever account for the suspension of work.



3.4.14 Extension of time for completion

The Consultant in consultation with employer shall, if, in his opinion, will authorized, such extension of time, if any, as may in his opinion be necessary or proper extension granted shall be without prejudice to the right of the Employer to recover compensation for delay as per **provisions of Para 3.4.15**

3.4.15 Liquidated Damages for Delay

The times and date stipulated in the contract for the completion of the work or any part or stage thereof shall be deemed to be the essence of the contract.

The work shall, throughout the stipulated period of the contract, be carried out with all diligence. If the contractor fails to complete the work within the time prescribed or within the extended time under the contract, he shall pay to the Employer on demand amount without prejudice to other rights and remedies the Employer may have against the contractor, a sum of **Rs. 2000/-** per day as liquidated damages for such fault, if the work remain unfinished after the stipulated date of completion provided that the total liquidated damages payable shall not exceed 5% of the accepted contract price. The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any money due or which become due to the contractor. The recovery or deduction of such damages shall not relieve the contractor from any obligations and liabilities under the contract.

3.4.16 Defects Liability Period

The contractor shall be responsible to make good and remedy at his own expense within such period as may be stipulated by the employer any defect which may develop or may be noticed before the expiry of 12 (twelve) months from the date of completion and intimation of which has been sent to the contractor within seven days of the expiry of the said period.

If the contractor or his work people, or servants shall break, deface, injure, or destroy any part of a building, or interiors, then the contractor has to rectify the same part at his own expenses to the satisfaction of the Consultant.



3.4.17 Approval of Materials

The contractor would bring samples of necessary materials per the directions & would get them approved prior to execution of work.

3.5.0 SECURITY DEPOSIT

3.5.1 Rate of Security Deposit (Retention Money)

The employer will, at the time of making any payment to the contractor for work done or supply made under the contract deduct 10% of Gross value of each interim bill. The maximum amount of Retention money + Earnest Money shall amount to total Security Deposit.

All compensations or other sums of money payable by the contractor to the employer in terms of this contract may be deducted from, or paid by, the sale of a sufficient part of his security deposit, or from any sums which may become due to the contractor by the employer on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within ten days. Thereafter make good in demand draft, endorsed in favour of the employer as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof.

3.5.2 Forfeiture of Security Deposit

The above said security deposit shall be liable to forfeiture wholly or in part at the sole discretion of the Employer if the contractor fails to carry out the work or perform or observe any of the conditions of the contract.

3.5.3 Interest on the Security Deposit

No interest would be payable by the employer to the contractor on the security held in deposit.

3.5.4 Responsibilities for the Structural Adequacy

The contractor shall comply with the provisions of the contract and with due cares and diligence, execute and maintain the work and provide all labour, including supervision of all works, structural plans and other things whether of temporary or permanent nature required for such execution and maintenance in



so far as the necessary for providing these, is specified or is reasonably inferred from the contract. The contractor shall take full responsibilities for the adequacy, suitability and safety at site of all the works and methods of the construction provided.

3.6.0 MEASUREMENT AND PAYMENTS

3.6.1 All bill supported with measurement details shall be submitted by the contractor fortnightly to the Consultant for all works executed in the previous period and the Consultant/Project Manager or his representative shall verify the requisite measurement for the purpose of having the same verified for the claim as far as admissible, if possible before the expiry of 15 days from the presentation of the bill.

All measurements to be taken in duplicate and all bills shall be submitted in triplicate along with a contractor's copy of each.

3.6.2 Final Bill

Final bill supported with consolidated measurement of the full work executed shall be submitted by the contractor within 1 month of completion of work.

When the final bill has been verified and corrected, the Consultant will give seven days notice to the contractor to countersign the bill in token of acceptance, the contractor shall countersign the bill within the above seven days or intimate in writing his intention to dispute. If the contractor fail to take appropriate action as above within the period prescribed, the bill finalized by the Consultant or his representative shall be final and binding on the contractor and the contractor shall have no right to dispute the same.

3.6.3 Claim for Interest

No claim for interest will be entertained by the Employer with respect to any moneys or balances which may be in its hands owing to a dispute between itself and the contractor or with respect of any delay on the part of the employer in making interim or final payments or otherwise.



3.6.4 Rates for extra Additional, Altered or Substituted work

The rates for additional, altered or substituted work shall be worked out in accordance with the following provisions in their respective order.

- i. If the rates for similar additional, altered or substituted work and directly available in the contract for the work, the contractor is bound to carry out the work at the same rates as are available in the contract for the work.
- i. If the rates for additional, altered or substituted work are not directly available in the contract for the work the rates will be derived from the rates for a similar class of work as are specified in the contract for the work.
- i. If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub-clause (I) to (ii) above, then the contractor shall within three days of the date of receipt of order to carry out the work, inform the Consultant of the rate which it is intended to charge for such works supported by analysis of the rate or rates claimed. Rates finalized and approved by the Consultant on the basis of these details will be final and binding. However, the Consultant by notice in writing will be at liberty to cancel his order to execute such work and arrange to carry it out in such a manner as he may deem advisable, but under no circumstances shall the contractor suspend the work once ordered in writing on the plea of non-settlement of rate.

3.6.5 Reimbursement of Variation in Price

Prices and rates quoted by the bidders shall be considered as firm for the complete work and entire duration of the contract. No claim for extra payment due to any rise in rates of raw material and labour or due to whatsoever reasons, shall be considered, not even for extended period of completion.



3.7.0 GUARANTEES

3.7.1 Quality of Work

The contractor shall guarantee that the materials and workmanship are the best of their respective kinds for the service intended and that all items of work will be free from all inherent defects in workmanship and materials. He shall also guarantee that the works will not fail in any respect due to quality of materials, workmanship and methods of construction.

The specifications assume a proper degree of skill on the part of contractor and workmen employed. The contractor shall consult the Consultant or his representative, whenever in his judgment variation in the methods of construction or in the quality of material would be beneficial methods of construction or in the quality of material would be beneficial or necessary to fulfill the guarantee called for. Such variations may be made by the contractor only when authorized by the Consultant.

3.7.2 Rejection

If during the "Period of Guarantee", as defined under clause 3.7.6 hereof, any work or material shall fail in any respect to meet the above guarantee, the contractor shall replace such work or material in a condition which will meet the above guarantee, immediately.

3.7.3 Cost of Execution of work or compound beautification & other general works etc.

All work of Compound Beautification works shall be carried out by the contractor at his own expense if the necessity thereof shall in the opinion of the Consultant be due to the use of materials or workmanship not in accordance with the contract or on account of neglect or failure on the part of the contractor to comply with any obligation expressed or complied on the contractor's part under the contract.

3.7.4 Remedy on Contractor's failure to carry out the work required

If the contractor shall fail to do any such work as aforesaid required by the Consultant the employer shall be entitled to carry out such work which the contractor should have carried out, at the contractor's own cost. The employer shall be entitled to recover from the contractor the cost thereof or may deduct the same from any money due or that may be come due to the contractor.



3.7.5 Certificate of completion of works

On completion of the work, the contractor shall be furnished with a certificate, but not such certificate be given nor shall the work be considered to complete until the contractor shall have removed from the area of the premises (to be distinctly marked by the Consultant/Project Manager in the site plan which, the work shall be executed) all scaffolding, surplus materials and rubbish and clean the dirt from all wood work, doors, windows, walls, floors or other parts of any building, in or upon which the work is to be executed, or of which he may have had in possession for the purpose of the execution hereof. If the contractor shall fail to comply with the requirements of the clause as to the removal of scaffolding, surplus materials and rubbish and cleaning off dirt on or before the date fixed for the completion of the work, the Consultant may at the expense of the contractor remove such scaffolding, surplus materials, and the contractor shall forthwith pay the amount of all expense so incurred, and shall have no claim in respect of any such scaffolding or surplus materials aforesaid, except for any sum actually realized by the sale thereof.

3.7.6 Period of Guarantee for Complete work

The period of Guarantee for the works shall be **twelve** months starting from the date of issue of the completion certificate.

3.7.7 Contract Valid during Guarantee Period

This contract shall remain valid and in force until the expiry of Guarantee period.

3.8.0 RESCINDING/TERMINATE CONTRACT

3.8.1 Rescinding Contract

In any case in which under any clause or clauses of this contract the contractor has rendered himself liable to pay compensation amounting to the whole of his security deposit in hand of employer (whether paid in one sum or deduced by installments) the Consultant on behalf of the employer shall have power to adopt any of the following course, as deemed best suited to the interests of employer.

- a. To rescind the contract (of which rescission notice in writing to the contractor under hand of the Consultant shall be conclusive evidence), and in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the employer.
- a. To employ a contractor paid by the employer and to supply materials to carry out the work, or any party of the work, debiting the contractor with the cost of the labour and the price of the materials (of the



amount of which cost and price certificate of Consultant shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it has been carried out by the contractor under the terms of the contract. The certificate of the Consultant as to the value of the work done shall be final and conclusive against the contractor.

- a. To measure up the work of the contractor, and to take such part of the work of the contractor as shall be unexecuted out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work has been executed by him (of the amount of which excess certificate in writing of the Consultant shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by employer under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

- a. In the event of any of the above courses being adopted by the Consultant, the contractor will have no claim to compensation to any loss sustained by him by reason of his having purchased any materials, or entered into any engagements made any advances on account of execution of the work or performance of the contract. And in case of the provisions aforesaid, the contractor shall not be entitled to be paid for any work actually performed under this contract unless and until the Consultant shall have certified in writing the performance of such work and the value payable in respect and he shall only be entitled to be paid the value so certified.

3.8.2 Termination of the Contract

If at any time after the commencement of the work the employer for any reason whatsoever does not require the whole or part thereof as specified in the tender to be carried out, Consultant/ Project Manager shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which would have derived from the execution of the work in full, but which he did not derive in consequences the full amount of the work not having been carried out, neither shall he have any claim nor compensation by reason of any alterations having been made in the original specification, or the designs and instruction on which shall involve any containment of the work originally contemplated.



3.8.3 Jurisdiction

The contractor and its operation shall be governed by the law of India for the time being in force, irrespective of the place of delivery of materials the place of execution of work or place of payment under this contract shall be deemed to have been entered into at New Delhi.

3.8.4 Bye Laws of Local Authorities

The contractor shall conform to the provisions of any Government Acts which relate to works and to the regulations and bye laws of any local authorities. The contractor shall give all such notices required by the said Act or Laws, etc., and pay all fees payable to such authorities and allow for these contingencies in his tendered rates including fees for encroachment, stacking charges, costs of restorations, etc., and all other fees payable to the local authorities. The contractor shall keep the employer indemnified against all penalties and liabilities for every hand of breach of any such Act, Rules, Regulations or Bye-laws.

Contractor shall comply with all laws and statutory regulations dealing with the employment of labour such as:

- a. The payment of wages Act, 1936
- b. The Minimum Wages Act, 1938
- c. The Workmen Compensation Act, 1923
- d. The Contract Labour (Regulations & Abolishing) Act.
- e. The employer's liabilities Act, 1938
- f. Industrial Dispute Act, 1938
- g. Maternity Benefit Act, 1961
- h. The Employees State Insurance Act, 1948

Safety code, labour welfare Act or rules or any modification thereof any other laws and regulations framed by the Competent Legislative Authorities from time to time.

[GC 3] ASSIGNMENTS

The Contractor shall not assign, transfer or attempt to assign/ transfer the contract and any part thereof or any benefit or interest therein or there under otherwise than by a charge in favour of the Contractors bankers of any money due or to become due under this contract, without the prior written approval of the Consultants.

[GC 4] SUBLETTING

The Contractor shall not sublet or attempt to sublet the whole of work. Except where otherwise provided by the contract, the Contractor shall not sub-let any part of the work without the prior written approval from the Consultants, which shall not be unreasonably withheld and such approval, if given shall not relieve the



Contractor from any liability or obligation under defaults and neglect of any sub-contractor, his agents, servants or workmen as fully as if they were the acts defaults, neglects of the Contractors, his agents, servants or workmen.

[GC 5] CONTRACT DOCUMENTS

The Contractor shall be furnished two certified copies of the contract documents and all further drawings, which may be issued during the progress of work. He shall keep one of these documents on site in good order and same shall at all reasonable time be available for inspection and used by the Consultants, his representatives or other inspecting officers. None of these documents shall be used by the Contractor for any purpose other than of this contract. The Contractor shall give written notice to the Consultants whenever planning or progress of the works is likely to be delayed or disrupted unless any further drawings or order, including a direction, instruction or approval is issued by the Consultants within a reasonable time. The notice shall include details of the drawings or order required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.

[GC 6] CONSULTANTS TO HAVE POWER TO ISSUE FURTHER DRAWINGS OR INSTRUCTIONS

The Consultants shall have the power and authority from time to time or at all times to make and issue such further drawings and issue such further instructions and directions as may appear to him necessary or proper for the guidance of the Contractor and the good and the sufficient execution of the works according to terms of the specifications and Contractors shall receive, execute, obey and be bound by the same according to the true intent and meaning thereof, as fully and effectually as, as though the same had accompanied or had been mentioned or referred to in the position of any work completed by the specifications or may order any of the work completed thereby to be omitted, with or without the substitution of any other work in lieu thereof or may order any work or portion of work executed or partially executed to be removed, changed or altered and if needful may order that other works shall be substituted instead thereof and differences of expenses occasioned by any such deviation or alteration so ordered and directed shall be added to or deducted from the amount of this contract.

However all decisions in this regards shall be taken by the Consultants, which, shall be final and binding upon the Contractor and the Company. The time for completion of work shall in the event of any deviation resulting in additional cost over the contract sum being ordered, be extended or reduced reasonably by the Consultants. The Consultants decision in this case shall be final.



[GC 7] WORKS TO BE CARRIED OUT

The works to be carried out under the contract shall, except as otherwise provided in these condition, includes all labour, materials, tools, plants, equipments and transports which may be required in preparation of and for and in full and entire execution and completion of the works. The description given in the schedules of works/items/quantities and the bill of quantities shall, unless otherwise stated, will include cost of materials, carriage and cartage, carrying in, returns of empty, hoisting, setting, fitting and fixing in position and all other labour necessary in and for all the full and entire execution and completion as aforesaid in accordance with the good practice and recognized principles.

[GC 8] REFUND OF RETENTION MONEY

As per Appendix to Tender [(Page no.(3) of (89)]. On expiry of Defects Liability Period, Consultants shall on demand from the Contractor, certify to refund him the Retention Money provided that the Consultants feel that there is no demand outstanding against the Contractor from the Company.

[GC 9] CONTRACTOR TO PRESERVE PEACE

The Contractor shall at all times during the progress of the work take all requisite precaution and use his best of endeavors for preventing any riotous or unlawful behaviour by or amongst the workers and others employed on the works. He shall also pay the charges of such special police (if any) as the Consultants may put up thereof from the Contractor

[GC 10] SANITATION

The Contractor shall at own cost, make all necessary provision for health and safety of his work people. He shall when required by the Consultant, provide proper latrines & urinals to the satisfaction of the Consultants in such numbers and in such localities as he may require, and shall take all steps necessary to compel his work people to use such latrines & urinals, and shall dismiss from his employ and nature in any place other than the conveyance allotted for such purposes. The said latrines shall be under the superintendent & shall on account allow any huts erected on property to be inhabited after sunset by anyone except the watchman required for the works, and none of his employees , except such watchman aforesaid shall sleeps at night on any part of works. In case of any offence committed by any of the provisions of this condition the contractor shall be liable to a penalty.

[GC 11] PROVISION OF FIRST AID BOX

The Contractor shall at his own cost provide and maintain at the site of works a standard first aid box as directed by and approved by the consultant for the use of his own staff.



[GC 12] CHANGES IN CONSTITUTION

When Contractor is a partnership firm, the prior approval in writing of the Consultants shall be obtained before any changes is made in the constitution of the firm. Where the contractor is an individual or Hindu Undivided Family business concern such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership firm would have the right to carry out the work hereby undertaken by the contractor. If prior approval as aforesaid is not obtained the contract shall be deemed to have been assigned in contravention of the contract hereof and same action may be taken and the same consequences shall ensue as provided for in the said condition.

[GC 13] FACILITIES TO OTHER CONTRACTOR

The Contractor shall in accordance with the requirements of the consultants, afford all reasonable facilities to other contractor engaged contemporaneously on separate contract in connection with the works and for departmental labour and labour of any other properly authorized authority or statutory body which may be employed at the site of execution of any work not included in the contract.

[GC 14] PATENT RIGHTS AND ROYALTIES

The Contractor shall save harmless & indemnify the clients from against all claims & proceeding for or on account of an infringement of any patent rights, design, trade mark or a name of other protected rights in respect of any constitutional plant machine work or material used for or in connection with the work or any of them and from and against all claims, proceedings damages cost charges and expenses whatsoever in respect thereof or in relation thereto. Except where otherwise specified, the contractor shall pay all tonnage and other royalties, or rent & other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials required for the works on any of them. The Contractor when required by Consultants produce all quotation invoices, vouchers and accounts or receipts etc. to prove that the material supplied by him are in conformity with the specification laid down in the contract.

[GC 15] EMPLOYMENT OF LABOUR

The Contractor shall employ the labour in sufficient nos. to maintain the required rate of progress and quality to ensure workmanship, of the Consultants. The Contractor shall not employ in connection with the work any child who has not completed his 18 years age. He shall also not employ an adolescent who has not completed his 18 years unless his certified fit for work as an adult as prescribed under clause (b) of sub -section (2) of the factories Act 1948. The Contractor shall also see that the provision regarding employment of young person covered by the employment of children's Act. 1933 & the Factories Act. 1948, as amended from time to time shall be fully complied with. The Contractor shall also see that the provisions set for under the minimum wages Act. & Contract Regulation & Abolition Act. 1970 with the Maharashtra Contract Labour (Regulation & Abolition)



Rules 1971 as amended from time to time are fully complied with by him and shall maintain necessary register & records for payment of wages overtime Etc. made to his workmen required by the conciliation office (central), ministry of labour, Govt. of India, or such other authorized person appointed by the Central or the State Govt. The Contractor shall make his own arrangements for the engagement of all labour local or otherwise. The Contractor shall indemnify Client/Consultants or any agent, servant or employee of Client/Consultants for any other lapses on the part of Contractor on account of non-compliance of the above referred Act. or any other Acts. such as workmen compensation Act. etc. The Contractor shall follow all the rules, provisions, acts, as per prevalent rules of employment of labour & indemnify the Client & Consultants from the lapses thereof.

[GC 16] ESIC / PROVIDENT FUND

The relevant ESIC / PF Rules and Regulations (if applicable), in totality, shall be adhered to by the Contractors at all times.

[GC 17] INSPECTION & APPROVAL

All work embracing more than one process shall be subject to the examination and approval at each stage thereof and the Contractor shall give due notice to the Consultants when each stage is ready, in default of such notice to the Consultants, shall be entitled to appraise the quality and extent thereof. No work shall be covered up or put out of view without the approval of the Consultants & the Contractor shall offer full opportunity for examination and measurement of any of work which is about to be covered up or out of view and for examination of foundation before permanent work is placed thereon. The Contractor shall give due notice to the consultant whenever any such work or foundation is ready for examination and the consultant shall without unreasonable delay, unless he considers it necessary & informs the contractor, in writing accordingly, attend for the purpose of examining such foundations. In the event of the failures of the Contractor to give such notice he shall, if required by the consultant, uncover such work at the Contractors expenses. The Contractor shall maintain a history card for all structural members to be repaired in the formats to be given by the Consultants.

[GC 18] UNCOVERING & MAKING GOOD

The Contractor shall uncover any part of the works and/or make opening in or through the same as the Consultant may from time to time direct for his verification & shall reinstate and make good such part to the satisfaction of the consultants if any such apart has been covered up put out of the view after being approved by the Consultant & subsequently found on uncovering to be executed in accordance with the contract, the expenses of the uncovering and/ or making opening in or through, reinstating and making good the same shall be borne by the contractor.



[GC 19] MATERIAL

Material to be provided by the Contractor:

The Contractor shall, at his own expenses, provide all material required for the works.

All material to be provided by the Contractor shall be in conformity with the specifications laid down into the contract and the Contractor shall, if requested by the Consultants, furnish proof to the satisfaction of the Consultants that the materials so comply. The Contractor shall, at his own expense and without delay, supply to the Consultants samples of materials proposed to be used in the work the Consultants will inform the Contractor whether the samples are approved or not. If the samples are not approved the Contractor will supply fresh sample for approval. The Consultants shall have full powers to remove any or all materials in accordance with the contract specification or which do not confirm in character or quality to the sample approved by him. The Consultants has the power to arrange for the removal of the same at the cost risk of the Contractor. All charges on a/c of octroi, sales tax and any other taxes, duties on material obtained for the works from any source shall be borne by the Contractor.

The Consultant reserves the right to get any material tested for quality and consistency at the cost of the Contractor and the Contractor is bound to provide all the facilities, which the Consultants may require for the same. All expenses towards these tests and the cost of materials required for these tests shall be borne by the Contractor.

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[GC 20] SUSPENSION OF WORK

The Contractor shall on receipts of the order & in writing of the Consultants, suspend the progress of the works or any part thereof for such time and in such manner as the Consultants may deem fit. The Contractor shall be eligible for extension time subject to the cause of suspension being force majeure. No reimbursement or claims shall be entertained from the Contractors on this account.

[GC 21] COMMENCEMENT TIME

The time allowed for execution for the works as specified in the contract documents shall be the essence of the contract. The execution of the works shall commence from the date specified by the Consultants in writing. If the Contractor fails or neglects to commence the execution of the work as aforesaid, the Consultants shall without prejudice to any other right or remedy be at liberty to forfeit the security deposit absolutely.

If work is delayed by

- Force majeure such as acts of god, acts of public enemy, floods, epidemics etc. or
- Abnormally bad weather.



- Serious loss or damage by fire,
- Civil commotion, local combination of workmen, strikes or locks out affecting any of the traders employed for the work.
- Delay on part of the other Contractor or tradesmen engaged by the Consultants in executing work not forming part of the contract.
- Any other reason, which in the absolute discretion of the Consultants is beyond the Contractors control.

Then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Consultants and endeavour to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Consultants to proceed with the work. Request for extension of time, to be eligible for consideration shall be made by the Contractor in writing within 14 (fourteen) days of the happening of the event causing delay. The Contractor may also, if practicable indicate in such a request the period for which the extension is desired. In any such cases the Consultants may give a fair and reasonable extension of time for completion of work keeping in view the reason stated here above. However the extension will be final for the said reasons and no consideration can be allowed at a later date.

[GC 22] COMPLETION CERTIFICATE

As soon as the work is completed, the Contractor shall give notice of such completion to the Consultants and within 30 days of receipt of such notice the Consultants shall inspect the works & if there are no defects found out of works carried out, will issue to the contractors a virtual completion certificate indicating (a) the date of completion (b) the dates of defects liability period (c) and/or the items for which payments shall be made at reduced rates. When separate period of virtual completion have been specified for the items or group of items, the Consultants shall issue separate completion certificates for such items or group of items.

No certificate of virtual completion shall be issued, nor the work be considered to be completed till the Contractor shall have removed from the premises on which the work has been executed, all scaffolding, sheds, debris, surplus materials, rubbish and all huts and sanitary arrangements required for his workers on the site in his connection with the execution of work, shall have been erected by the Contractor of the workmen and cleaned all dirt from the parts of the building(s) in, upon or which the work has been executed of which he may have had possession for the purpose of execution thereof and cleaned floors, gutters and drains and made the whole premises fit for immediate occupation or use to the satisfaction of the Consultants, except such as rectification of defects. If the Contractor fails to comply with any of the requirement of this condition as aforesaid, on or after the date of virtual completion of the works, the Consultants may at the expenses of the Contractor fulfill such requirement and dispose off all surplus material and rubbish etc. as he thinks fit and the Contractor shall have no claims in respect to any such materials. If the expenses of fulfilling such requirements



are more than the amount realized out of sale/disposal as aforesaid, the Contractor shall forthwith on demand pay such excess.

[GC 23] DEFECTS LIABILITY PERIOD

The Contractor shall be responsible to make good and remedy at his own expenses within such period as may be stipulated by the Consultants, any defects, which may develop or be noticed before the expiry date of the period from certified date of virtual completion. The Defect Liability Period as per **Appendix to Tender**. If the contractor fails to carry out the rectifications as instructed by consultants, then the consultants/owner reserve the right to get the same done by other agency at risk & cost of the contractor.

GC 24] LIABILITY FOR DEFECTS OR IMPERFECTIONS AND RECTIFICATION'S THEREOF

If it shall appear to the Consultants at any time during or during the defect liability period, that any work has been executed with unsound, imperfect or unskillful workmanship or that any material or article provided by the Contractor for the execution of the work is unsound or of a quality inferior to that contracted for, or otherwise, not in accordance with the contract, or that any defect shrinkage or other faults have appeared in the work arising out of defective or improper material or workmanship, the Contractor shall upon receipt of notice from the Consultants shall forthwith rectify or remove or reconstruct the said work or material so specified and provided for proper material/work at his own expenses within the specified period of time to the fullest satisfaction of the Consultants. In case the Contractor fails to do so the Consultants is free to rectify the same at the risk and cost of the Contractor.

The Consultant shall impose penalty as deemed fit on the Contractor to be deducted from his bills if the work of rectification is not carried out within reasonable time or time specified by the C.E. All splashes of white wash, cement mortar, paint etc. shall be removed by the Contractor without waiting for the Consultants to inform him about the same. The Consultants reserve to decide the cost and rate at which this shall be charged to the Contractor and recovered from the Contractors Bill/SD or demand the Contractor to reimburse the same.

The "damages" / "defects" which might have arisen due to improper workmanship & /or material on part of the Contractor which shall be discretely decided only by the Consultants and informed in writing to the Contractor, shall be immediately attended/reimbursed (if unattended within specified time limit) by the Contractor.

[GC 25] RECORDS AND MEASUREMENTS

The Consultants shall accept as otherwise stated and determined by measurement the value of work in



accordance with the contract. All items having financial value shall be recorded after proper measurements in a format so prescribed by the Consultants. Measurements shall be taken jointly by the Consultants or his authorized representative and the Contractor. Measurements shall be recorded and signed by both the parties on the site after completion of measurements.

Measurements wherever specifically specified shall be in accordance with the procedure set forth in the schedule of rates/specifications not withstanding any provision in the relevant standard method of measurement. In case of items not specified in the schedule, measurements shall be in accordance with the relevant standard/methods issued by the ISI.

[GC 25A] MODE OF PAYMENT

		MODE OF MEASUREMENT
I) PLASTER		
1	The final measurement of plaster shall be based on the finishing/final layer of plaster done.	
2	No claims/payment shall be allowed for extra thickness, drip moulds, bands, pattas, vattas, platfrms stages, de-scaffolding, curing, leading the material to any height or length, hacking & cement slurry splashing or any such activity, which is the integral part of the process.	
3.	Deductions: The below mentioned system of deductions for the openings, shall be adopted.	
i)	A < 0.5 Sq.Mt @ No deductions	
ii)	0.5 Sq.Mt £ A < 3.0 Sq.Mt @ 50% deductions.(No jambs shall be paid)	
iii)	A ³ 3.0 Sq.Mt @ Full deductions. (Add area of jambs for payment in Sq.mt) However, if in any opening the jambs/sills are cladded with stone or any other material/finish then the same opening will be deducted fully irrespective of its area.	

II) POINTING : Existing joints shall be opened and filled with lime and binding material and measurement shall be taken as per surface area covered for stone masonry.

III) PAINTING

- i) For the painting all the openings shall be deducted as per the actual area of opening. However, the jambs, soffits, sills, if painted, will be measured in Sq.Mts.
- ii) For the painting over the pebble dash plaster, the surface area will be measured 1.5 times the actual area covered.



- iii) For the painting over the RCC Grills, not more than 50mm thick
- a. if painted from one side, the measurement
 - b. shall be 1.5 times the grill area.
 - c. If painted from two sides, the measurement
 - d. shall be 1.7 times the grill area.

However, the area of design offsets shall not be measured. For grills thicker than 50mm actual surface area painted shall be allowed, with measuring the design offsets individually.

EQUIVLANT PLAIN AREAS OF UNEVEN SURFACES

Sr.No	Description of Work	How Measured	Multiplying Factor
a.	Gates & open palisade facing including standards, braces, rails, stays, etc	Measured flat overall; no deduction shall be made for open spaces; supporting members shall not be measured separately	1 (for painting all over)
b.	Steel roller shutters	Measured flat (size of opening) overall; jamb guides, bottom rails and locking arrangement, etc., shall be included in the item (top cover shall be measured separately).	2 (for each side) 1.1(for each side)
c.	Plain sheet steel doors and windows	Measured flat (not girthed) including frame, edges, etc.	1.1(for each side)
d.	Fully glazed or gauzed steel doors and windows.	Measured flat (not girthed) including frame, edges, etc.	0.5(for each side)
e.	Partly paneled and partly glazed or gauzed steel doors	Measured flat (not girthed) including frame, edges, etc.	0.8(for each side)
f.	Collapsible gate	Measured flat (size of opening)	1.50 (for painting all over)

[GC 26] INTERIM BILLS [R.A. BILLS]

Interim payments shall be made on R.A. Bills certification by the "Consultants" which may be issued based on measured quantities. However this amounts certified shall be treated only as measured Advances, to be adjusted against Final Bill.

[GC 26A] PART RATES (AS PER GC 25 A)

During the tenure of the project, if the contractor has accomplished part of a particular item of work then part rates can be paid for such works. This will however be at sole discretion of the consultants and as per GC25A as above.

[GC 27] NO INTEREST PAYABLE FOR DELAYED PAYMENT DUE TO DISPUTE

No claim for interest or damages will be entertained by the Consultants or client with respect to money



or balances which may be payable to the Contractor. In case such money or balance are withheld due to any dispute or difference or misunderstanding between the Consultants or clients on one hand and the Contractor on the other, or with respect to any delay on part of the client in making periodical or final payment, there will be no interest payable to the Contractor on such amounts.

AN INTERIM CERTIFICATE GIVEN RELATING TO WORK DONE MAY BE MODIFIED OR CORRECTED BY THE CONSULTANTS BY ANY SUBSEQUENT INTERIM CERTIFICATE.

[GC 28] RECEIPT FOR PAYMENT MADE

Every receipt for money which may be payable under this present contract shall, if signed in partnership name by any one of the partners be good and discharge to the client in respect of the money supporting to be acknowledgement thereby, and in the event of death of any one the partners during the tendency of this contract it is hereby expressly agreed that receipt by any one of the surviving partners shall, if so signed as aforesaid be good and sufficient discharge as aforesaid.

[GC 29] PAYMENT OF FINAL BILL

The final bill shall be submitted within two weeks of physical completion of the work No further claims or bills shall be made by the Contractor after submission of the final bill and these shall be deemed to have been waived. Payments of those items of the bill in respect of which there is no dispute, for quantities and rates as approved by the contract and subsequently by the client after proper verification and certification by the Consultant, shall be made by the client. The Contractor shall submit with the final bill a list of payment received by him from the commencement of the contract for verification and confirmation by the treasurer /financial authority of the client. If Contractor fails to submit the final bill within the specified period Consultant will prepare the bill and certify the same which will be final and binding upon both the parties.

All payments withheld due to dispute shall be settled by the concerned parties providing proper verification and justification for their claims.

[GC 30] CANCELLATION OF CONTRACT IN FULL/PART



If the Contractor commits default in complying with any of the terms and conditions of the contract and does not remedy it within seven (7) days after a notice in writing is given to him in that behalf by the Clients and Consultants, the Clients and Consultants will give another 15 days notice for termination of contract and after these 15 days, the Clients will have power to terminate the contract and get the works completed through other agency at risk and cost of the contractor.

Even during execution of project, if the consultants and clients feel that the progress of work is lagging far behind than required level, then, in that case, the consultants and/or clients will reserve the right to terminate the contract with notice of 7 days to the contractor and the balance works shall be got executed by other agency at risk and cost of contractor.

[GC 31] ARBITRATION

All disputes or differences whatsoever which shall at any time i.e. during the execution of the contract or maintenance thereof till total completion of the contract, including Defects Liability Period, between the parties hereto concerning the works shall be effected by an Arbitration

[GC 32] LAWS GOVERNING THE CONTRACT

This contract shall be governed by the Indian Laws for the time being in force.

[GC 33] INCOME TAX

The Clients shall deduct Income Tax at source so decided by the Govt. at the time of making the payment and issue the corresponding certificates to the Contractor for the payments made to him from time to time.

[GC 34] NOTICE TO LOCAL BODIES

The Contractor shall comply with and procure all clearance /permissions from all concerned departments to ensure smooth functioning of the work under contract and indemnify the Clients and the Consultants of any claim that may arise thereof.

[GC 35] SAFETY PROVISION

The Contractor shall take enough safety precautions for material handling, scaffolding and ladder works, mechanical devices, electrical devices, cranes, machinery's, labourers for all heights and depth of works as per standard practices and applicable rules and regulations. Special care is to be ensured for handling and working with construction admixtures. The Contractor shall ensure that all the suggested provisions for safety are followed in to as required by the manufacturer. The Contractor shall indemnify the clients for defects, accident,



and liability during working. It is hereby understood and agreed that all liabilities arising out of any accident at the site will be the responsibility of the contractor. In no case shall the Contractor endanger the clients by unsafe working methods.

GC 36] INSURANCE

The Contractor will ensure that full Comprehensive insurance for amounts as per Appendix to Tender, including workmen compensation is available at site from commencement to the completion. He will take full responsibility thereof. The said insurance shall be in the joint names of the clients and the Contractor. The Contractor shall deposit such insurance policies fully paid up with the Clients and pay due premium from time to time and furnish the said receipt to the clients.

[GC 37] REJECTION OF TENDERS

1]The Tender will be liable to be rejected outright if while submitting :-

- a) The tenderer proposes any alteration in the work specified in the tender, in the time allowed for the execution and any other conditions.
- b) Any of the pages of the tender are removed/replaced.
- c) All corrections and additions or pasted slips are not initialed by the Tenderer.
- d) The tender is not complete in all respects.
- e) EMD is not submitted with the tender at time of submission.

2] The tenderers shall complete and submit the following (as in Envelope 1 & 2 for his tender to be considered as bonafied :-

- a) Form of tender and Appendix.
- b) Bill of Quantities, each page duly signed.
- c) List of plant/equipment and personnel to be employed on the said works.
- d) List of previous similar works executed with a statement of locations of the works, their magnitude, time for completion, name of the employer/Consultants to whom reference may be made in regard thereto.

3] Over & above all, as per clause no.[IT 2] of Opening of tender in Instructions to tenderers.

[GC 38] PROVISION OF EXTRA PROTECTION SYSTEM FOR WINDOW PANES & GLASSES.

The Contractor will make special provisions for providing extra protection system for window panes and glasses to avoid any breakage's and damages to the glass panes, sliding windows, ventilators, louvers etc. It will be quoted separately(as hire charges) in the space provided for at the end of this section. If required as per site condition and instructions of Consultant, this system shall be of plywood with the support system for the plywood made of any wood that does not break or bend due to usage. Standard frames of sizes 3ft x 6ft shall be prepared of wood of size minimum 2". On this frame, plywood of minimum 3mm thick shall be nailed. This



frame and plywood shall be then hung at the lintel level to cover the window completely with appropriate nails and hook arrangements. This shall be put up on all windows where the glass size exceeds 10 Sq.Ft. After putting up this protective system the Contractor will be allowed to break any plaster or work on any area above that window. In case a 3ft x 6ft size panel is insufficient to entirely cover the windows additional panels will be fitted so as to completely cover the window. Even if the flat owner request for removal of this system and if the breakage's occur the Contractor will be liable to compensate the flat owner and make good the damages caused due to such breakage's.

[GC 39 (a)]

In case of non-attendance / non-compliance within 3 working days, of any instructions from Owner/Consultants, pertaining to damages to flats, by contractor, the consultant shall advise the owner to rectify these damages at risk & cost of the contractor.

[GC 40] LOCATION FOR SITE OFFICE, WATER TANK STORAGE GODOWNS ETC.

The Contractor will be provided free open space for construction of temporary site office, storage godown and water tank. The location of site office will be in the open ground in front. (area not to exceed 200 Sq.ft) The location for godown (not > 350Sq.Ft.), can be in the open space (area not to exceed 350 Sq.ft.) The Contractor will have to provide water tank for his water circulation system. The tank can be either metallic/PVC/Plastic. Due care will be taken by the Contractor to ensure that Pesticide is sprayed regularly. The Contractor will also provide for pumping facilities and facilities for water storage on terraces if so required (capacity of tank/barrel on terrace not to exceed 300 LTR each) No construction will be allowed on the terrace.

NO SEPARATE CHARGES WILL BE PAID FOR THIS FACILITIES AND THE CONTRACTOR WILL DISMANTLE ALL CONSTRUCTED FACILITIES

The Contractor will also seek appropriate permissions and pay required fees/charges and deposit to all government departments/municipal bodies etc. as may be applicable for providing this facilities.

[GC 41] PROCEDURE FOR BILLING

The Contractor will submit interim running account bills every fortnight provided he executes work worth amount mentioned in '**APPENDIX TO TENDER**'. All bills will be submitted in the format as would be given by the Consultants. The Consultants will then verify and certify the bill for its accuracy and validity. Two copies would then be forwarded by the Consultants to the Company duly certified for payment. One copy would be returned to the Contractor for his records. The Company's office reserves the right to consult the consultant for details and clarification as may be required. After this certification the Company shall release the Contractors payment, within 4 days of receipt of certificate. This procedure being long, the Contractor should take note of the



possibilities of delay in release of payment. All such interim payments shall be regarded as payments by way of advance against final payment only and not as payments for work actually done and completed and shall not preclude the right of Company and consultants from getting bad, unsound and imperfect, faulty, defective and unskilled work to be removed and redone to the full satisfaction of CE, at the risk & cost of the Contractor.

[GC 42] BASIC RATES

NO BASIC RATES TOWARDS ESCALATION IN MATERIALS & LABOUR COST SHALL BE CONSIDERED TILL COMPLETION OF ENTIRE WORKS.

MATERIAL SELECTION CRITERIA

<u>ITEM</u>	<u>GRADE</u>	<u>COMPRESSIVE STRENGTH IN MPa (minimum)</u>	
CEMENT	43	3 DAYS	23
		7 DAYS	33
		28 DAYS	43

COARSE SAND

The sand to be used for concrete Compound Beautification & Other General Works shall be quartz sand or zone-II sand. Specification of Zone-II sand as per IS 3383-1970 are reproduced here for guidance.

- Sum of deleterious material should not be more than 5%.
- Silt content should not be more than 8%.
- Grading.

<u>IS Sieve designation</u>	<u>% Passing</u>
10mm	100
4.75mm	90-100
2.36mm	75-100
1.18mm	55-90
600 micron	35-59
300 micron	8-30
150 micron	0-10

- Agency may provide construction chemicals for various categories for any of the brands mentioned above but it must satisfy the material specifications as given above.

- Agency to submit latest test reports from the manufacturers for every batch of material to be brought at site.

Material purchased and transported at site shall be brought into the notice of CE and must be got recorded in Site Register before actual use.

SC/1



SECTION-4

SPECIAL CONDITION OF CONTRACT

[SC 1] SPECIAL NOTICE

All tenderers are cautioned that tenders containing any deviation from contractual terms and conditions, specifications or other requirements will be rejected as non-responsive.

The tenderers/contractors shall furnish the information called for by filling up the format schedule A to E at the end of the B.O.Q. summary sheet while submitting the tender. Award is to be made to the tenderer whose responsive tender is evaluated as the best tender and who meets the appropriate standards of capability and financial resources. Immediately upon receipt of the tender document all tenderers are urged to submit written requests on matters where clarification or any other information is desired.

[SC 2] PERSONAL INSPECTION OF SITE

Before submitting the tender the tenderers shall inspect the site of construction and shall get themselves acquainted thoroughly with the site conditions. They shall also collect such information as they may be necessary for the proper execution of the works. They shall further obtain clarification, if any, on any specific issues from the Consultants before filling the tender. The tenderers/Contractors shall note that later on no claim whatsoever arising out of the ignorance of site conditions etc. will be entertained on any account.

[SC 3] SPECIFICATION OF WORK

The work under this tender is to be carried out as per technical specification included in of the tender. Relevant I.S.I. specification shall apply where the above specifications are insufficient.

[SC 4] WATER SUPPLY

Water for all works will be the responsibility of the Contractor cost of which shall be borne by the Contractor. In this case the responsibility of storage and distribution of water will be of the Contractor. In case of Contractor wishes to obtain water from any other source or BMC he shall do it at his cost without any liability of Client / Consultant.



[SC 5] POWER SUPPLY

Unless explicitly specified, electricity will be supplied by the Company for any equipments and machines. Only single phase power supply will be given to the Contractor for lighting purpose only after due permission has been taken for work after sunset.

[SC 6A] ELECTRICAL CABLES, GAS LINES AND OTHER SERVICES

Unless explicitly specified, loose electrical cables, telephone cables/ lines, gas pipe line/ fixtures etc. and such other services shall be dealt with very carefully by the contractors. **However, it is in the interest of the OWNERS, to get these lines, services taken care by respective external departments viz. electricity company, gas company, telecom provider etc.**

[SC 7] TIME LIMIT

The time of completion for work mentioned in the contract and specifically in the Appendix of Tender is to be considered as an essence of contract.

[SC 8] LIQUIDATED DAMAGES

Time and date stipulated in the contract for completion of work shall be deemed to be the essence of the contract. If the contractor fails in the due performance of his contract to do any part of the work or complete work within the time fixed by the Client /Consultant to fulfill his obligation in time under the agreement, he shall be liable to pay to the Client, as agreed, liquidated damages and not by way of penalty a sum per day as mentioned in **APPENDIX TO TENDER (Page No.3)** by which the completion of work has been delayed. The contractor's liability in delay of the work shall not in any way exceed 10% (Ten percent) of the contract value. However, if the contractor during the progress of the work, does not adhere to the approved bar chart, and if it is felt that the speed of works may hamper the desired final completion date, the phase wise liquidated damages can be imposed on the contractor, to the discretion of the Clients and/or Consultants. Further, if it is felt by the consultants and/or the clients, during the progress of the work that the contractor is delaying the progress of the work without valid reasons, the contract can be brought to termination with a notice of seven days and the remaining works, defective works can be got done through the other agency at the risk and cost of the contractor.

[SC 9] CLEARING OF SITE OF WORK ON COMPLETION

Wherever any pavements, trees, shrubs, fencing poles or other property and structures have been damaged, removed or disturbed during the course of the work, the same shall be replaced or repaired after completion of work and restored to a condition equal to before commencement of work, the Contractors furnishing all labours and materials incidental thereto. On completion of the whole of the work the Contractors shall clear the site of



all rubbish, building materials, debris, and excavated stuff and restore the work site to its original condition neat, tidy clean to the satisfaction of the Consultants and hand over the same to the Consultants. No extra payment shall be made to the Contractors for these works and the rates for respective items in the Bill of Quantities and rates shall be deemed to have covered the same.

[SC 10] CONTRACT LABOUR (REGULATION & ABOLITION) ACT 1970

The tenderers / Contractors should specifically note that in the event of award of work to them they shall strictly comply with all the statutory requirements under the provisions of "The Contract Labour (Regulation & Abolition) rules 1971 and indemnify the Clients/Consultants against any claims whatsoever.

[SC 11]

It is at the discretion of the Contractor to construct cement Godown of a minimum capacity equal to the 1/1/2 times of the maximum monthly consumption required for the work.

[SC 12]

It must be noted that all the rates will include necessary scaffolding / de-scaffolding costs unless otherwise specified.

[SC 13] JURISDICTION

For all matters and purposes pertaining to this contract, The Jurisdiction shall be Mumbai.

[SC 13A]

All the permissions, approvals from appropriate department/authority for all the works to be carried out including Ferro cement chajjas / permission for erecting scaffolding on road side shall be obtained by the contractor at his cost and the rates quoted by him shall be deemed to be including all such costs.

[SC 14] ADDITIONAL WORKS AND CONTINGENT ITEMS

For all additional works and contingent items which are not covered under this contract but are found to be necessary to be carried out in the interest of the Project, the rates and terms shall be comparable to the market rates and/or that of similar items.



[SC 15] INSURANCE POLICIES

For all matters and purposes pertaining to this contract, all the Insurance Policies shall be drawn in the name of the “**CLIENTS**” and shall be submitted with the “**CLIENTS**” at the start of work. They shall be renewed from time to time failing which the “**CLIENTS**” shall renew the same at the cost and risk of the Contractor.

Insurance for Works

The contractor at the time of signing the contract or before commencing the execution of work, without limiting his obligations and responsibilities shall insure the works at his own cost and keep them insured until the virtual completion of the contract against all acts of God including Fire, Theft, Riots, War, Floods etc. with a Nationalized Insurance company in the joint names of the employer and the contractor (the name of the former being placed first in the policy) for the full amount of the contract. Such policy shall cover the property of the employer and fees for assessing the claim and in connection with its services generally therein and shall not cover any property of the Contractor or of any sub contractor or employee. The contractor shall deposit the policies

- i) All Risk Insurance policy to cover completed work, material and equipment brought at site from Fire, Theft/Burglary.
- ii) Third Party Insurance Policy: For accidental loss or damage caused to the property of other persons for fatal and non-fatal injury.
- iii) Workmen compensation Insurance as per local regulations

The contractor shall deposit the policy and receipt for the premiums with the employer within seven (7) days, from the date of signing of the contract/commencement of the execution of the work or unless otherwise instructed by the employer. 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 moneys due on which may become due to the contractor. The contractor shall as soon any claim under the policy is settled on the work reinstated by the Insurance office should elect to do so, proceed with all due diligence with, the completion of the works in the same manner as through the misfortune/accident had not occurred and in all respects under the same conditions of the contract. The contractor in case of rebuilding or reimbursement after accident shall be entitled to such extension of time for completion, as the employer deems fit.

Insurance in respect of damage to persons and property

a The contractor shall be responsible for all injury to persons, animals or things and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any approved sub-contractor's or employees, whether such injury 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 any damage to buildings, whether immediately adjacent or otherwise, and any damage to roads, streets, foot paths,



bridges and works forming the subject of this contract by frost or other inclemency of the weather. The contractor shall indemnify the employer and hold him harmless damage to persons or property as aforesaid and also respect of any claims made in respect of injury or damage under any Acts of Government or otherwise and also in respect of any award of compensation of damages consequent upon such claims.

b. 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 of third parties.

c. The contractor shall indemnify the employer against all claims which may be made against the employer by any member of the public or other third party in respect of works in consequence thereof and shall at his own expense arrange to effect and maintain, until the virtual completion of the contract, with any Nationalized Insurance company in the joint name of the employer and the contractor against such risks and deposit such policy or policies with the employer from time to time during the currency of this contract. The contractor shall similarly indemnify the employer against all claims which may be made upon the employer whether under the Workman'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 any sub-contractor and shall at his own expenses effect and maintain with an approved office a policy of Insurance in the joint names of the employer and the contractor against such risks and deposit such policy of policies with the employer and the contractor against such risks and deposit such policy or policies with the employer from time to time during the currency of the contract. The contractor shall be responsible for any thing 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. He shall also indemnify the employer in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of or compensation of damages arising there from.

d. The employer shall be at liberty and is empowered to deduct the amount of any damages, compensation costs, charges and expenses arising or occurring from or in respect of any such claim or damage from any sum or sums due to or become due to the contractor including the security deposit.

e. If the contractor fails to comply with the terms of these conditions, the employer may insure the works and may deduct the amount of the premiums paid from any moneys that may be or become payable to the contractor or may at the option, not release running payment to the contractor until the contractor shall have complied with the terms of this condition.

Such insurance whether effected by the employer or the contractor will not limit or bar the liability and obligation of the contractor to deliver the works to the employer completed in all respects according to the contract. In case of loss or damage due to any of the aforesaid clause, the moneys payable under any such



insurance shall be received and retained by the employer until the works are finally completed and such moneys shall then be credited to the contractor in final settlement of accounts.

[SC 16]

For all matters and purposes pertaining to this contract, in case of doubts, disputes the standard terms of this tender document shall prevail.

[SC 17]

Contractor to indemnify the Company and Consultants for any claim arising out of accidents, death, etc. or out of statutory dues payable by the contractors for all times.



SECTION-5

LIST OF APPROVED MAKES/BRAND OF VARIOUS BUILDING MATERIALS:

CHEMICALS

The chemicals of the following companies are approved.

- MC BAUCHEMIE
- SIKA
- FOSROC
- SUNANDA SPECIALITY CHEMICALS
- PAR CONSTRUCTION CHEMICALS
- PROTÉGÉ

CONTRACTOR SHALL TAKE PRIOR APPROVAL FROM THE CONSULTANTS BEFORE PROCUREMENT OF ANY MATERIAL.

LIST OF APPROVED MAKES/BRAND OF VARIOUS BUILDING MATERIALS:

Unless otherwise mentioned specifically, any of approved makes or brands shall be allowed to be used. Other similar makes or brands of the materials bearing I.S.I. monogram on the material itself may also be allowed to be used. The Contractors should distinctly understand that it will not be their prerogative to insist for using particular make/ brand from the following list. The final selection will have to be done with the approval of Consulting Engineer.



Sr. No.	Materials	Approved Brands
1	Cement (OPC 43 Grade)	ACC, L & T, Birla
2	Sand	River Sand
3	Bricks	Ordinary clay bricks.
4	White Cement	J.K.White, Birla.
5	C.I.Rainwater , Soil & Waste water pipes (ISI Approved)	NECO
6	PVC Pipes (Soil pipe)	Prince , Supreme TYPE -A (ISI - 13592/92 - pipes) (IS - 14535/99 - fittings)
7	A.C.Pipes, Gutters etc.	Ajanta,Guru
8	SW Pipes	TM, Ceramica,Gujrat
9	GI Water pipes Fittings 'C' Class (ISI Approved)Oil Distemper & otodlass Nerolac	
10	Oil Distemper & other paint materials (1st quality brand of one of the following makes)	Asian, Berger, Goodlass Nerolac
A	Plastic Emulsion & Synthetic Enamels	Asian, Goodlass Nerolac.
B	Exterior Paints (Acrylic)	Killick Nickson, Asian Paints, Nitco, Creamcem, Godavari Paints, Blossom Paint
	Cement Paint	Snowcem, Nitco, Creamcem, Godavari Paints, Blossom Paint
C	Wood Primer	Shalimar, Asian, Goodlass, Nerolac,.
D	Metal Red oxide	Shalimar, Asian, Goodlass Nerolac

CONTRACTOR SHALL TAKE PRIOR APPROVAL FROM THE CONSULTANTS BEFORE PROCUREMENT OF ANY MATERIAL.

TS/12 The sand to be used for concrete repair shall be quartz sand or zone-II sand.



TS/13

- Material purchased and transported at site shall be brought into the notice of CE and must not be got recorded in Site Register before actual use. Any package must have following information on it.

- Name of Manufacturer
- Manufacturer's product identification & batch no.
- Manufacturer's instruction for mixing.
- Warning for handling and toxicity.

1. The material brought at site will be got tested by CE from reputed laboratories as per contract agreement before use at site and the expenses shall be borne by the agency.

1. Any material not conforming to above specifications shall be rejected and contractor shall have to remove such material within 7 days and will be replaced by other material with test certificate from manufacturer.

2. If the contractor uses any material without prior testing and approval of CE, works shall not be measured and no payment shall be made for the work executed.

ACRYLIC POLYMER:

The brand selected must satisfy following technical requirements:

(i)	Minimum solid Content of Acrylic Polymer	=	Between 35% to 40% with dose as recommended by manufacturer
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SBR POLYMER:

The brand must satisfy with following technical requirements:

(i)	Mini solid content	=	Between 35% to 40% with recommended dose of minimum 3Kg/50Kg of cement
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SECTION-6

TECHNICAL SPECIFICATION

[TS 1] GENERAL

Preparation for any work forms an important part of and work and due importance must be given to all surface preparation. Approval and Consultants go ahead is required whenever such surface preparations are mandatory before actual can start. Improper preparation can lead to future failures. All to structural members must be preceded with a proper support system. This structural support system must be worked out for each structural member. Structural significance and safety of the whole building is of paramount importance. Necessary suitable propping is required to be provided to ensure release of loads on the treated member. It is mandatory for the contractor to seek Consultants approval. **The ultimate responsibility of the support system rests with the contractor. The gist of the point being the paramount importance of the safety of the building under repair. The contractor is required to appoint on full time basis an experienced site supervisor & Engineer to co- ordinate with the Consultants and supervise the works. All ratios pertain to 43 grade cement.**

THE BIDDER / CONTRACTOR SHALL USE "PHARMAS" , "MIXING TUBS" , "MIXER MACHINE" AND "SAND WASHING MACHINE" AT SITES. THE RATE QUOTED WOULD BE DEEMED TO BE INCLUDING PROVISION AND USAGE OF THE ABOVE.

USE OF SPECIFICATIONS I.S.I.

In case where no particular specification is given for any article to be used under the contract, the relevant specification where one exists, of the Indian Standard Institution shall apply.

[TS 8] PLASTERING

All external surfaces where ever the plaster is found necessary to be removed as per instructions of C.E. shall be treated under this item. The original plaster of such area is to be removed to a min.150mm distance beyond the affected area. The surface shall be cleaned with water; joints will be sprayed with a thin layer of cement slurry. Thereafter an avg. 25mm thick sand faced plaster for external walls or avg.18mm thick Neeru finished for internal walls, in C: S 1:4, in 2 coats with water proofing compound in both the coats with required scaffolding, curing etc. complete shall be done with proper line level & finished to the entire satisfaction of the C.E. As precaution for/towards seepages, use of waterproofing agents is suggested as specified above. The surface is to be treated with polymer based bonding agent where joint exists with old RC section and the brickwork. Curing is to be done atleast four times a day with the first cure at the start of day and the last cure at the days end. The



total curing days are to be 7/10 days minimum. The rates shall also include addition of plasticizer [approved by the Consultants] in both the coats.

[TS 8] (A)

In case of single coat plaster (Sand faced/POP), the overall average thickness of plaster shall be 10 to 15mm. The proportion shall be 1:4 & the same shall be cured as per the instruction of CE.

The rates shall include the provision / addition of Plasticizer as approved by CE.

[TS 9] EFFLORESCENCE AND FLAKING

Efflorescence is removed by rubbing brushes on the damaged surface. A solution of one part of hydrochloric acid or sulphuric acid and five parts of clean water is prepared and it is applied with the help of brushes on the affected area. The surface is then washed with clean water. Water should not be used to wash the surface so as to remove efflorescence. In that case, soluble salts will be partly carried inside the surface & efflorescence will reappear again. It is advisable to postpone painting till efflorescence ceases. For this purpose, the deposit is brushed off from the surface as it appears and the surface is kept under observation for a further period of few days. If efflorescence appear again, it is removed with dry brush and the process is repeated till all the soluble salts are removed under the condition of normal drying.

[TS 11] BRICK WORK

All bricks shall be immersed in a drum or tank of water till bubbles cease to come up, before being used in the work. No broken bricks shall be used. The course shall be truly horizontal and the work strictly plumb, joints shall be broken vertically, and they shall not exceed 10mm in thickness. The brickwork shall not be raised more than 18 courses a day (1.5m height) freshly mixed mortar of specified proportion shall be used. The bricks shall be laid in English bond. In arches or circular brickwork, the brick shall be shaped to slope, joints radiation correctly to the center and not more than 10mm thick. All joints in brickwork shall be properly raked out to 10mm as the work proceeds. The work shall be well watered three times a day for 3 days. The rates of brickwork shall be inclusive of all necessary scaffolding, watering and cutting of bricks for circular work, any and no extra charge for the same will be permitted.



[TS 12] **INDIAN PATENT STONE FLOORING**

This shall consist of av.38mm thick flooring laid in cement concrete 1:2:3 (with thoroughly washed 12mm metal No.1 chips only) It shall be mixed as for cement concrete, and laid in alternate bays. After completion, it shall be finished with cement float with lining borders etc. as directed. The surface shall be kept watered after it is dry for a period of 7 days.

[TS 13] **PLINTH PROTECTION**

Excavation to be done in existing profile upto 0.5mts. all vegetation and growth to be removed. Glass chips to be spread all around. Rubble packing to be laid and compacted to min.0.10mts. All voids to be filled with metal no.1 and no.2, slope of 1" in 7 feet to be maintained. Glass chip layer to be again evenly spread. This is to be topped with compacted PCC of 1:2:4 of minimum 0.2 Mts. well compacted with slope of 1" in a feet including proper curing.

[TS 16] **PAINTING [EXTERIOR & INTERIOR]**

Exterior painting

Exterior painting can be carried out after minimum 6-8 weeks from the time of plasters is completed. Once the plaster is dried up it contracts / shrinks and superficial hairline cracks are developed. Before painting these hairline cracks are to be filled up, followed by a coat of cement paint and then subsequently 2 coats of Acrylic / Texturised / Emulsion Paint, etc. can be coated on it to give protection / decoration to your building for minimum 4-7 years, depending upon the products used.

Procedure to be adopted for exterior painting by one coat of Cement Paint, followed by two coats of 100% Acrylic Paint / Texturised Paint /Emulsion Paints.

Surface Preparation

The surface should be dry – scrubbed thoroughly with wire brush so as to remove all the dirt, fungal growth. Then wash down all the scrubbed dirt with water and while washing is on, scrub once more with wire brush so as to remove any particles still stuck on the surface. Wash the surface once again with water.

Application method of Paints:

Pre-wet the surface and allow the water to flow off, apply 1st coat of cement paint mixed with clean water in the ratio of 1:1. The 1st coat of cement paint can be applied both horizontally and vertically so as to fill up the small minor holes and pores in the plaster. Cement Paint should be **cured** thoroughly after eight hours, preferably two times for proper setting with a gap of 4 hours.

Once the cement paint is properly set, commencement of application of 100% Acrylic Paint / Texturised Paint / Emulsion paint. Stir well the paint once the container is open. Appropriate quantity of clean water is to be



diluted to the paint, as per manufacturer's specification, and stir well till the mixture is uniform for painting. Application of 1st coat of Acrylic Paint / Texturised Paint / Emulsion paint should be taken up thereafter. 2nd coat of paint can be applied after a gap of 6-8 hours when the 1st coat of paint is set properly.

- NOTE:
1. 100% Acrylic Paints / Texturised Paints / Emulsion Paints does not require curing.
 2. On Friable / Smooth surface, care should be taken instead of Cement Paint, a coat of stabilizing solution / solvent based Primer to be applied first and then, 2 coats of 100% Acrylic Texturised / Emulsion Paint to be followed.
 3. Excessive dilution of paint results in improper finish, shade variation, poor bonding and paint properties of protection is also reduced.
 4. Do not use White Cement as a base coat because White Cement does not contain any binder / antifungal properties.

Internal Surface:

The surface should be thoroughly scrubbed with the wire brush / Palti Patra/ Sand Paper etc. to remove the dirt particles, loose plaster, etc. Apply a coat of cement primer and then fill up the gaps or pores, loose plaster with lambi, to level and lambi is dried, then apply a coat of Cement Primer, followed by 2 coats of paints (i.e. oil paint / oil bond distemper, etc.) with a gap of 8 hours for each paint coat to set



SAFETY CODE

1. First aid appliances including adequate supply of sterilized dressings and cotton wool shall be kept in a readily accessible place.
 2. An injured person shall be taken to a hospital without loss of time, in cases where the injury necessitates hospitalization.
 3. Suitable and strong double scaffolds should be provided for workmen for all works that cannot safely be done from ground.
 4. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm. (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When the ladder is used, an extra mazdoor shall be engaged for holding the ladder.
 5. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meters.
 6. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
 7. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
 8. (i) No paint containing lead or lead products shall be used except in the form of paste or ready-made paint.
(ii) Suitable facemasks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
1. Overalls shall be supplied by the contractor to the workers and painters and adequate facilities shall be provided to enable the workers and painters to wash during the periods of cessation of work.
 2. Hoisting machines and tackle used in the works, including their attachments, anchorage and supports shall be in perfect conditions.
 3. The ropes used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from defects.
 4. Safety belts shall be provided and used by all workers while working at heights.



SCHEDULE -A

IDENTIFICATION AND FINANCIAL DATA SHEET		
1.-----		
Firm's name		
2.-----	3.-----	
Year of Incorporation	Type of Incorporation	
-----	-----	
Head office Address	Local Office Address	
-----	-----	
6.Principal Officers who will manage the work from Head Office		
Name	Title /Position	Dt. of Appoint
-----	-----	-----
7 Principal Officers in local site office.		
Name	Title /Position	Dt. of Appoint
-----	-----	-----
Local Associate Firm or Agents.		
9. Total Liabilities	(Rs.)	
10. Total Assets.	(Rs.)	
11.Current Liabilities	(Rs.)	
12. Bank Overdrafts	(Rs.)	
13. Net Worth	(Rs.)	
14. Liquid Assets	(Rs.)	
15. Stock of Outstanding	(Rs.)	
16.Current Assets	(Rs.)	
17. Bank References	(Rs.)	
18. Current Credit Resources	(Rs.)	
19. Solvency account in	(Rs.)	
20. Annual Turn over for last 3 years.(Give separately for each year)	(Rs.)	
21. No. of consortium if any Date of consortium established	(Rs.)	

Name :

Designation:

Signature

Date:

SEAL OF THE COMPANAY :

NOTE:1) In Case of contractors, who have not limited liability CO's, a solvency certificate from a scheduled bank will be required. 2) Separate sheets may be attached in case the above provided space is insufficient.



SCHEDULE -B

PROJECT WISE EXPERIENCE RECORD OF CIVIL WORKS:-

Name of the project and location	Ü
Name & Address of the client	Ü
Brief Description.	Ü
Starting Date / Completion Date.	Ü
Contract Value(As constructed value in Lakhs)	Ü
Data of key personnel who executed the project on behalf of applicant	Ü
a) Name	Ü
b)Qualification	Ü
c)Category	Ü
d) Exp. before project	Ü
Construction plants and Equipment's used by the applicant in execution of the project.	Ü
a) Equipment	Ü
b) Number	Ü
c) Capacity	Ü

SEAL OF THE COMPANY

SIGNATURE OF THE TENDERER WITH DATE.

NOTE: Separate sheets shall be submitted to cover details in above format.



SCHEDULE -C

PERSONNAL :-

TENDERER'S NAME :-

1.Number of graduate Engineers in the employment's at present: and available for deployment for this work.

- I With more than 15 years Experience
- II. Between 10 to 15 Years Experience
- III. Between 5. to 10 Years Experience
- IV. Upto 5 Years Experience

2. Number of supervisory construction personnel available for employment on proposed job with their qualification and years of experience:

I/We hereby confirm that number of personnel I/WE will engage for proposed job will not be less than those listed item 1 &2 and agree to engage more personnel , if so warranted in the opinion of the consultants at no extra cost.

SEAL OF THE COMPANY

tenderer

/

Signature of the

Date. /

NOTE: Separate sheets shall be submitted to cover details in above format.



SCHEDULE -D

BIO- DATA OF TECHNICAL PERSONNEL IN EMPLOYMENT WITH THE TENDERER. WHO WILL BE AVAILABLE FOR THE EXECUTION OF THE CONTRACT.(Separate sheets to be used for each staff member)

NAME		
DATE OF BIRTH		
EDUCATION		
POSITION HELD SINCE GRADUATION		
(IF NOT GRADUATE. MENTION THIS FACT)		

Experience in particular projects : (Additional sheets may be attached , if necessary)

During employment with the present employer and also in previous employment's, if any.
Give details chronologically going back from the present project.

PROJECT.	NAME	YEAR EXPE.ON	EMPLOYER.	PROJECT.

SEAL OF THE COMPANY

Signature of Tenderer

DATE:

NOTE: Separate sheets shall be submitted to cover details in above format



SCHEDULE -E

DETAIL OF WORK IN HAND AND WORKS TENDERED FOR AS ON THE DATE OF SUBMISSION OF TENDER.
FIRM'S NAME

NAME OF WORK	COST OF WORK	COST OF WORK REMAINING TO BE EXECUTED	ANTICIPATED DATE OF COMPLETION
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WORK TENDER FOR.

NAME OF WORK	PLACE	ESTIMATED	DATE WHEN DESICION STIPULATED	

S.N.	COST	DECISION	DATE & COMPLETION	EXPECTED.
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SEAL OF THE COMPANY
DATE

SIGNATURE OF TENDERER

NOTE: Separate sheets shall be submitted to cover details in above format.



CONTINGENT ITEMS

THE ITEMS OF PROPOSED WORKS AND THE ESTIMATES THEREOF ARE BASED ON VISUAL INSPECTION. DUE CARE IS TAKEN TO INCLUDE ALL POSSIBLE AND GENERALLY OPERATEABLE ITEMS. BUT UPON REMOVAL OF PLASTER/COVER DUE TO NATURE OF PARENT STRUCTURE AND TYPE OF CONSTRUCTION DONE, THERE MAY BE CERTAIN ITEMS WHICH MAY BECOME ESSENTIAL TO BE CARRIED OUT. SOME OF THEM ARE:

1. WALLS MAY HAVE LOOSE JOINTS IN MASONARY, AND/OR AT JUNCTIONS WITH RCC MEMBERS.
2. BRICKS / BLOCKS MAY COME OUT IN DISINTEGRATED/LOOSE STATE. IF EXTERNAL WALLS ARE OF RCC, THE STRUCTURAL MEMBERS MAY SHOW MUCH HIGHER / LOWER DEGREE OF DAMAGE. (UPTO EVEN 25 % TO 30 % VARIATION)
3. THE WATERPROOFING OVER TERRACE MAY BE VERY THICK i.e MORE THAN 5" TO 6".
4. THE FRAMES OF DOORS / WINDOWS / LOUVERS MAY BE IN DAMAGED STATE.
5. SUCH AND SIMILAR OTHER ITEMS AS PER SITE CONDITION.
 - **IF MAJOR DETERIORATION IN STRUCTURAL (RCC) MEMBERS VIZ. COLUMNS, BEAMS,**
 - **BALCONY PURDHIES ETC., IS OBSERVED DURING THE TIME OF EXECUTION, THE SAME**
 - **WILL HAVE TO BE TREATED WITH MICRO-CONCRETE AND JACKETING. (AS THE CASE MAY BE).**
 - **SIMILARLY, IF THE MASONRY OF THE WALLS IS ALSO FOUND DISMANTLED AFTER REMOVING THE PLASTER, THE SAME MAY REQUIRE RE-CONSTRUCTION OF WALLS OR DASH**
 - **COAT PLASTER (AS THE CASE MAY BE)**

IN THE CASE OF OCCURANCE OF SUCH "CONTINGENT" AND "HIDDEN" ITEMS, WHICH CANNOT BE SEEN WHILE SURVEYING, THERE WILL BE APPROPRIATE DEVIATION IN THE ACTUAL COST OF THE PROJECT.