

TENDERDOCUMENT

COMPRISING COMMERCIALCONDITIONS & TECHNICALSPECIFICATIONS

PART-I

PROPOSED INTERIORS OF BRANCH PREMISES AT VASAI
FOR
STOCK HOLDING CORPORATION OF INDIA LIMITED
(SHCIL)

EMPLOYER



THE STOCKHOLDING CORPORATION OF INDIA (SHCIL)

2/14, UTI Building, Bank Street,
Opp. Old Custom House, Fort, Mumbai, Maharashtra 400023

CONSULTANT



NIKITA ENGINEERS

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NOTICE INVITING
TENDER

Proposed Interiors of Branch Premises At Vasai For
Stock Holding Corporation Of India Limited
(SHCIL)

1. Sealed tenders are hereby invited by the SHCIL for the above Work which is to be completed within a total period of 6 Weeks.
2. The tender documents shall be available at SHCIL website: www.stockholding.co.in/shcilNotice.aspx as per tender set comprising of the following:-
 - Technical Bid with Commercial Conditions & Specifications.-(Part-I)
 - BOQ & Price Bid.-(Part II)
3. A Pre-bid onsite meeting of all contractors will be held on Nov 9, 2018, 11am. at the Office of the SHCIL , shop no.113, first floor,North Lane ,Vartak college Road, Vasai west, District Palghar- 401022., Written note on doubts if any, shall be sent in advance by email or otherwise to Architects office on or before Dated 07.10.2018 before 5.00 p.m. The contractors are further advised to submit the un conditional tenders. Conditional tenders are normally liable for rejection.
4. The tender document shall be submitted to The Office of Stock Holding Corporation of India,12/14, UTI Building, Bank Street, Opp Old Custom House, Fort, Mumbai, Maharashtra 400023, On or before the last date of submission 16.Nov.2018 before 16.00 Hrs in a sealed cover in the tender box kept at reception.
The Tenders may be opened on the same day at 16.30Hrs subject to administrative convenience of the office. (Contractors may check date & time)
5. Tenderers are required to pay Earnest Money Deposit (EMD) of Rs.17,500/-by Crossed Demand Draft having remaining validity period of 90 days from the date of submission of tender document, drawn in favour of SHCIL, from a Nationalized/ scheduled Bank branch payable at Mumbai along with the tender. Cheque in lieu of D.D. Will not be accepted. EMD will not bear any interest.
6. EMD will be forfeited in the event of any evasion, refusal or delay on the part of tenderer to sign and execute the contract after acceptance of his tender. EMD's of unsuccessful tenderer will be refunded within 60 days from the date of opening Commercial bid without any interest. EMD of the successful tenderer will be adjusted against Initial Security Deposit.
7. The offers submitted shall be valid for a period of 90 days from last date of submission of tender.
8. The tenders shall be submitted in two separate envelopes, each sealed and clearly identified as to envelope no. and contents as indicated below. These two envelopes shall be contained and sealed in a large envelope. This envelope shall be submitted as per instructions with the name of work i.e. Proposed Interiors of Branch premises For Stock Holding Corporation of India (SHCIL) at Vasai Super scribed on the envelopes & addressed to

Area Admin (Operations) Manager,
Stock Holding Corporation of India
Ltd.,12/14, UTI Building, Bank Street,
Cross Lane, Near Old Custom House,
Fort, Mumbai-400023

9. Full name & postal address with contact details and emailed of tenderer shall be written on the bottom left hand lower corner of the envelope.
10. The tender submitted shall contain details/documents as listed below. Tenders without accompanying all details/documents listed below will be liable for rejection
11. EnvelopeNo.1
 - a. Complete set of tender document Part as issued, duly filled & signed by the tenderer

on all pages. Addendum/corrigendum issued, if any, by the Employer, duly signed.

- c. Submittals as listed in the tender documents Part I.

13. Envelope No. 2

Envelope no.2 shall contain only Price Bid (Part II) both original and duplicate duly filled in and signed on each page by the tenderer. No commercial or technical condition or qualification of any sort shall be indicated by the tenderer in the envelope no.2,otherwise the tender shall be rejected. This envelope shall be super scribed as Envelope no.2 Bill of Quantities Proposed Interiors of Branch premises For Stockholding Corporation of India at Vasai.

14. Acceptance of tender will rest with the employer who reserves right to accept or reject any or all tenders, in part or full, without assigning any reason thereof & do not find themselves to accept the lowest or any tender. Any tender who does not fulfill any of the prescribed conditions would be liable to be rejected.
15. Tenders received late on account of any reason whatsoever or by courier/ post will be liable for rejection.
16. The Prequalified contractors who can complete the job successfully and timely inclusive of Electrical work and Voice & Data Cabling Work; Security Systems; may only apply for this job.
17. The Client reserves the right to negotiate or partly accept any or all the tenders received without assigning any reasons there of. Tenders who do not fulfill all or any of the above conditions & conditions mentioned in the tender document or are in complete in any respect are liable to be rejected. Any discrepancies, omissions, ambiguities in the tender document for any doubt as to their meaning should be reported in writing to the office of the consultants, M/s.Nikita Engineers, who will review the position & where information sought is not clearly indicated or specified, the consultants will issue a clarifications to all the tenders as 'Addendum No ', which will become part of the contract document.
18. The Client also reserves the right to divide and distribute the work,sectionwise & itemwise. This may please to noted by the Tenderer. In such case,the decision will be solely at the discretion of client in consultation with M/s.Nikita Engineers, including that of assignment of works.
19. You are advised to ensure strict observation of commercial conditions of this Tender & also of the following requirements,
 - a. Submission of a detailed Bar Chart indicating your scheduled program for all the major activities.This BarChart will be referred during the progress of the work to establish periodical landmarks of

achievement of work and the same shall be updated by the Contractor from time to time based on the then prevailing situation, if any.

b. The onus of co-ordination with other Contractors/ Agencies for various trades will rest with the Contractor.

c. All documents forming the tender document shall be signed & sealed by the tenderer.d.

No part of the bill of quantities or drawing shall be modified or deleted.

e. The power required would be arranged by the client at a particular point & the contractors will have to make their own arrangements for tapping the supply at various points by observing utmost security & safety measures.

20. Contractors will have to make their own arrangement for water. However, if the water could be arranged by the Employer Free of cost, the same should be used carefully and without disturbing the requirements of the Employer.

21. The Successful Tenderer will enter into Agreement with the Employer as per the format enclosed within 14 days after receipt of Work Order.

22. The tender amount and rates quoted by the Bidder shall be inclusive of all taxes, duties, levies, royalties & any other incidental charges etc. However, only 'Goods & Services Tax'(GST)shall be paid extra as applicable by the Client.

23. No escalation in price will be payable for whatsoever reasons. Contractor shall furnish Indemnity bond to the Employer, as per Performa'PF-3 attached with the tender indemnifying the latter against all claims by Government and other statutory authorities in this regard.

APPENDIX TO FORM OF TENDER

Item	Description
Contract Value	Total value of the Tender as accepted by the Employer.
Date of Commencement	3(Three) days from the date of issue of acceptance letter or the date of issue of work order which ever is earlier.
Time of Completion	6 weeks(SixWeeks) from the date of commencement.
Liquidated Damages for Delay	1.0% of Contract Value per week subject to a maximum limit of 10% of the contractvalue.
Defects Liability Period	365 Days from the date of Completion as certified by the Engineer.
Earnest Money Deposit	17,500/-by Demand draft drawn in favour of SHCIL.
Mobilisation Advance	Not Applicable.
Insurance	As per Clause no.15 of GCC.
Payment of Interim Bills	On account of 75% within 10 working days from date of submission of bill by the Contractor to the Architect/Consultant with all supporting documents. Balance 25% within 10 working days from date of submission of bill by the contractor to the Architect with all supporting documents and after certification of bill by the Architect. However, the employer reserves the right to scrutinize the bills & hold the payments, if any.
Value of Interim Bill	Minimum of Rs.4.00 lakh
Initial Security Deposit	2.0% of Contract value by D.D inclusive of EMD.
Payment of Final Bill	Within 30 days from the date of certification of bill by the Consultant.
Retention Money (RMD)/ Security Deposit from Interim Bills	10% of interim bills subject to a maximum of 10% of contract value including initial security deposit.
Release of RMD /Security Deposit	50% upon issue of Certificate of Completion and balance 50% after completion of defects liability period and issue of no dues certificate (final completion certificate).
Arbitration	As per Arbitration and Conciliation Act,1996.

LETTER OF OFFER

Date: To,

Area Admin(Operations) Manager,
StockHolding Corporation of India Ltd.,
12/14, UTI Building, BankStreet,
CrossLane, Near Old Custom
House, Fort, Mumbai-400023

Dear Sir,

Sub:- Proposed Interiors of Branch premises For Stock Holding Corporation of India at Vasai Premises.

- 1) Having obtained, scrutinized/ examined and understood the site, drawings, contract documents, specifications, Schedule of Quantities, relating to the tender for proposed interior work prepared invited by your Consultants, M/s.Nikita Engineers, having office at uttam 2/1,Thane east 400603
- 2) We the undersigned, hereby offer to execute, complete and maintain the proposed work in strict confirming with the said conditions of the contract documents for the items described in the tender at the item rates quoted by us in the tender within the stipulated time i.e. within 6 weeks from the date of issue of letter of intent/work order.
- 2) We enclose here with interest free Earnest Money amounting to Rs.17,500/- by DD and this sum shall be forfeited in the event of failing to execute the contract when called upon to do so by accepting our tender.
- 3) In the event of this tender being accepted value of tender including Earnest Money will be converted into part of Security Deposit.
- 4) The Amount of Initial Security Deposit shall be 2.0% of the accepted value of Tender including Earnest Money Deposit.
- 5) The 10% of gross value of work done will be deducted as Retention Money from each Interior bill.
The maximum amount of Retention Money shall be balance of the total Security Deposit of 5% of contract value. This amount will be retained with SHCIL upto expiry of Defects Liability Period.

We shall absolve the employer and architects from any loss, damages, action etc. Rate quoted by the tenderer shall be inclusive of all such expense.

It is understood by me/us that the lowest or any tender will not necessarily be accepted. Name of person having power of Attorney to sign the Contract.

Yours faithfully,

Seal Address of Contractor.

SPECIAL INSTRUCTIONS

Tenderers may specially note the following:

1. Rates quoted in the Schedule of quantities by the tenderer shall remain valid through out the execution and until completion of work within accepted period of completion as well as during authorized extension in period. If EMPLOYER decides to place work order for additional scope of work in the same premises or to amend the original work order for additional scope of work in the same premises, the contractor shall be bound to accept the same, at rates agreed in the original work order; provided such work order or amendment is issued prior to completion of the work contained in the original work order.
2. Rates to be filled in both figures and words.
3. The item rates agreed at the time of acceptance of tender will remain valid throughout currency of contract and fluctuations in the prices of any materials, equipment, labor, taxes, duties etc. will neither be considered at any stage during currency of contract nor be compensated.
4. If the tenderer fails to accept the work order issued at the rates originally quoted by him in bid (and negotiated subsequently, if any) the Earnest Money shall be forfeited.
5. Tenderers shall sign all pages and wherever provided in the tender failing which the tender may be rejected. The tenders shall be submitted in two-envelope system, in sealed cover. Tenders which do not contain DD for EMD & that do not fulfill any of the conditions mentioned herein will be rejected.
6. Adequate number of fire extinguishers, firstaid boxes, shall be provided on the site by the contractor.
7. Watch and ward in respect of all plants, machinery, materials, etc. at site for use in work shall be provided by contract or at his sole responsibility and cost.
8. The contractor shall make his own arrangement to house his labor and staff for their services.
9. If for the same item appearing in different sections, quoted rates are different, then the lowest quoted rate in such case will be treated as valid and will be applicable.

INSTRUCTIONS TO TENDERERSInstructions for Filling/Submitting Tenders:

1. The tender shall be submitted only in the prescribed tender documents supplied by the consultants. Particulars of DD for the Earnest Money deposited shall be furnished at the bottom of the tender form.
2. The tenderer should study all the tender documents carefully and understand the same including all instructions, conditions, drawings, and specifications etc., before quoting the rates. If there are any doubts, they should get clarification in writing but this shall not be a justification for submission of late tender or extension of opening date. Tender should be submitted strictly in accordance with Consultants' Drawings, Specifications and other Tender Documents. The tenders should be submitted in the two envelopes duly sealed by the contractors, as indicated in tender notice. No request for any change in rates or condition shall be entertained after receipt of tenderer.
3. The Tenderer should visit the site and acquaint himself with the site conditions before quoting. He is also expected to know about the availability of water supply, electricity supply, approach road, construction materials as per tender specifications and any other ancillary facilities since these are to be provided/ arranged by him (unless otherwise specified) at his cost to execute the works. All the above factors must be taken into account in the rates quoted.
4. The Tenderer should quote his rates for all items in the Tender Schedule. All the rates given in the Tender schedules should be written both in figures and words and where there is a difference between the two, the rates given in words will be taken as authentic. Should there be any discrepancy between unit rate and amount; the unit rate will be considered as the correct.
5. All taxes and duties, as applicable, shall be paid by the contractor. Variation in taxes if any shall not be paid/recovered during the period of contract.
6. All Tenders and subsequent communications, if any, should be submitted in two separate envelopes and put in a bigger cover (sealed with lac) boldly superscribed on the outer cover, Tender for, closing date and time and sent by hand delivery so as to reach the concerned authority as laid out in the tender form before the closing date and time or dropped in the tender box kept in the to The Office of Stock Holding Corporation of India, 12/14, UTI Building, Bank Street, Opp Old Custom House, Fort, Mumbai, Maharashtra 400023 before closing date & time with the permission of the concerned authority.
7. All entries in tender documents should be in English & in ink or typed. All corrections should be attested under full signature of the contractor. Corrections where necessary should be made by scoring the wrong words/figures by drawing a line across them and attesting these with full signature of the Contractor. These shall not be erased or overwritten.
8. Every page of the Tender Documents shall be signed by the Tenderer at the end of last entry thereon.
One complete set of drawings should be signed and returned by the Contractors alongwith Tender Documents.
9. The quoted rates should be inclusive of all Equipments, Lifts, Materials, Leads, Labour, Octroi Duties, and Sales Tax on Work contract, Turnover Tax, Excise, Customs duty etc. required in connection with the completion of work to the entire satisfaction of the Employer and Consultants. All the Materials are to be

Supplied by the Contractor unless otherwise stated. No claims for upward revision of rates will be allowed on account of any increase in tax, duty etc.

10. The Tenders shall be valid for a period of atleast 120 days from the date of submission of the Tender. No upward revision of rates will be accepted after opening of the tender. If the Tenderer fails to accept the work order, if placed at his originally quoted rates, or subsequently negotiated rates, as the case may be, the Earnest Money shall be forfeited. Once the tender is accepted and the Work Order is placed on the successful tenderer, the rates shall be valid till the entire work is 100% complete.

If employer decides to place workorder for additional scope of work in the same premises or to amend the original work order for additional scope of work in the same premises, the contractor shall be bound to accept the same at rates contained in the original work order; provided such work order or amendment is issued prior to completion of the work contained in the original work order.

11. Tenderer shall quote his rates for all items of work described in the Schedule of Quantities, irrespective of whether they are main items or alternate items. The employer reserves to itself the right to adopt any of the alternative items, either in scrutinizing and deciding upon the tender or later when the works are being executed.

12. Earnest Money Deposit.

The Earnest Money deposit of Rs.17,500/-must be paid to EMPLOYER by a crossed demand Draft having remaining validity period of 120 days from date of submission of tender drawn on the Nationalized/ scheduled Employer on which no interest will be allowed. The Demand Draft drawn in favor of EMPLOYER must be enclosed with the tender document.(Envelope no.1)

13. Income Tax Clearance Certificate and copy of Partnership Deed /MAA

A current IncomeTax Clearance Certificate and a certified copy of Partnership Deed /Articles of Memorandum of Association should be sent along with the Tender. Power of Attorney of authorized signatories is also required to be submitted with tender (Envelopeno.1)

14. Initial Security Deposit

On intimation of acceptance of tender successful tenderer is required to deposit 2.0% of the contract amount as Initial Security Deposit (ISD) within seven days from acceptance of tender. This ISD can be furnished in the form of Employer guarantee issued by a nationalized Employer on the proforma approved by the employer, ISD will form part of performance guarantee/ total security deposit & it shall be without interest. ISD will be refunded after completion of the work by the tenderer.(As perproforma- Annexure II)

15. Acceptance of tender by the Employer

Incomplete tenders, condition tenders, tenders received through courier/ post or late or tenders not conforming to the Terms and Conditions prescribed in the Tender Documents or not accompanied by the requisite earnest money, will be rejected. Requests for adjustment of pending bills or any other amount towards Earnest Money Deposit will not be entertained. The employer is not bound to accept the lowest tender and reserves the right to reject any or all tenders without assigning any reason whatsoever and /or to carry out negotiations with the tenderers in the manner considered suitable by the employer. The employer reserves the right of accepting whole or part of tender and contract or in band to perform the same at rates quoted.

16. Tenderers may have to attend the concerned office of the employer for negotiations/ clarifications required by them in respect of their quotations without any commitment on the part of the employer.

17. In case of negotiations, the Tenderer should send the confirmation of such negotiations in writing so as to reach the Employer within 48 hours from the date of negotiations, failing which the employer reserves the right to ignore the tender.
18. Acceptance of Letter of Intent (LOI) by Tenderer.
After communicating the employer's acceptance of the Contractor's tender, if the Contractor fails to return the duplicate copy of Letter of Intent duly signed in token of their acceptance within 7 days from the date of issue of LOI, the Earnest Money Deposit will be forfeited assuming no interest in the work shown by the contractor from the date of issue of LOI.
19. Execution of Agreement.
On acceptance of the tender the successful Tenderer will have to immediately execute an agreement with the Employer on stamp paper of adequate value, covering all aspects of the Contract in the standard form enclosed annexure-I. The intending Tenderers should acquaint themselves with the provisions of enclosed Standard Agreement before quoting.
20. When the Party signing the Tender is not the sole Proprietor, the necessary power of attorney authorizing the Person(s) to act on behalf of the Proprietor or the Organization/ Company should be produced before signing the Agreement.
21. Execution of Work
The Contractor shall submit before starting work on receipt of LOI, methodology and a detailed program of work adhering to the completion time indicated in tender /LOI. The program thus submitted shall form part of the Contract and shall be binding on the Contractor. However, the Employer reserves the right to alter the program, if necessary, from time to time. No claim whatsoever of the Contractor on this account shall be entertained by the Employer. Contractor shall also submit CPM /PERT chart of complete program of execution.
22. All the materials required for execution of work must be got approved from the Consultants/ the employer before they are brought to site and before actually put on use. All facilities for prior inspection of materials and subsequent inspection of work by representatives of the Consultants/ employer must be made available, at Contractor's cost. Any material brought without such prior written approval shall be entirely at the risk and cost of the Contractor. It shall be Contractor's responsibility for procurement of all materials/ equipment etc. No delay due to non-availability of any materials/ equipment will be entertained.
23. The responsibility of safety and security of materials and equipments brought or installed by the Contractor (till they are handedover to the Employer) will remain with the Contractor and any claim whatsoever nature due to any loss or otherwise will not be entertained. The Contractor will have to handover completed job in its entirety of WorkOrder.
24. If the Contractor brings defective/sub-standard materials at site, it shall be the responsibility of the Contractor for the removal and disposal of the same at his cost. The employer shall not entertain any claim from the Contractor on this account. In case the Contractor fails to remove, such materials within 7 days after issue of notice in writing to the Contractor, the employer reserves the right to dispose such materials at the entire risk and cost of the Contractor.
25. Work carried out with defective material shall be rectified by contractor at no extra cost is Employer.
26. Work order quantities are approximate and payment shall be made only as per actual measurements.
The Contractor is not entitled for any sort of compensation towards materials procured/stored in excess of the measured quantity, if any.
27. As regards excess quantities, an upward variation in the quantities mentioned in the tender is should be immediately to the Representative of SHCIL. Any variation in the quantities beyond this limit should be intimated immediately & should be executed only

after written permission from the Employer is obtained and if the same are carried out without such written approval the same will be at the risk and cost of the Contractor. No extra or increased rates will be paid for increase/decrease in the quantities of any item.

28. As stated in General Condition of the Contract, the Contractor shall carry out works as per directions in the tender/ Work Order. The Contractor shall not undertake on his own any change in the specification mentioned in the Tender Documents and Work Orders. In case of doubt the Contractor will refer the matter in writing to the Consultants/ the Employer and the Contractors shall carry out the items of work as per clarifications given in writing. In case of delay in getting such clarifications the Contractor will not be entitled for any claim on account of idling of their labour, machinery etc. In case the Contractor carries out the work as per his own specifications not acceptable to Consultants/ the Employer in such cases the same will be required to be redone as per specifications given by Consultants/the Employer at the Contractor's risk and cost. If the Contractor fails to re-do the work, the Employer reserves the right to get it done through any agency at the entire risk and cost of the Contractor.
29. The employer reserves the right to revise the specifications, drawings, and designs at any stage of work and such deviations shall be admitted at the rates already contained in the Tender or deviated rates or as extra item derived on the basis of rate analysis at prevailing market rates, if the rates are not available in the Tender.
30. The employer, through the Consultants, reserves the right to increase or decrease the tendered quantity of any or every item and delete any item at any stage of work. Contractor shall execute the increased quantity at the accepted tender rates. The Contractor's claim for compensation or damages on account of these shall not be entertained.
31. Measurements will be recorded by the authorized staff of the Architect/Consultant in measurement books provided by the employer. The bills will be submitted in the standard measurement/bill proforma only approved by the Consultants/employer. All the measurements recorded/ ongoing works shall be made available to Employer's representative for checking. Mode of measurements shall be decided by Consultants.
32. If the performance of the successful Contract or is found to be unsatisfactory, the employer reserves the right to cancel in part or whole of the Contract and get the work executed through alternative means at the entire risk and cost of the Contractor on whom the order was first placed by giving 7 days notice. In such cases, the Contractor should make good all losses that the employer may incur due to this.
33. In case the Contractor abandons the work, the employer shall issue the final notice to the Contractor to remain present at site on due date and time as per notice. In spite of such notice, the contractor remains absent at site on such due date, Consultants/ the employer representative will take unilateral measurements of abandoned work which will be binding on the Contractor and the balance work will be carried out by any agency at the entire risk and cost of the Contractor.
34. If the Contractor does not complete the work within the prescribed time limit given in the LOI/ tender documents the employer through the Consultants may give from time to time such extension of time limit for completion of work without prejudice to the employer's right to recover liquidated damages as per the Terms and Conditions given in the Contract.
35. The Contractor shall dispose of all surplus/demolished materials/excavated earth available or any other items involving excavation in the following manner and as per instructions of the Consultants/the employer.
 - (a) Dispose of the demolished materials/surplus excavated earth from the premises to outside the Municipal limits or as permitted by the local authorities, irrespective of lead and mode

Transportation involved. Contractor shall obtain necessary permission from the statutory authorities at his cost for such disposal.

- (b) Written instructions should be obtained from the employer/ the Consultants about disposal of demolished/excavated materials/ earth before commencement of demolition/excavation. If the Contractor fails to do so and dumps the earth / material adjacent to the excavation site, no extra payment shall be made for rehandling of the same. If the earth is disposed off outside the Employer's site, the Contractor shall be responsible to obtain permission from the concerned authority, if any.
36. It will be responsibility of the Contractor to get the works approved and obtain required permission/ certificate for all interior and electrical work from the local Municipal/ other Government/required authorities, at his cost.
37. The Contractor will abide by rules and regulations, by laws and statutes etc. imposed by the Government/semi-Government and other local authorities such as Municipality etc., for execution of his job. Any penalty /fine imposed due to non-compliance of the Contractor by any statutory authority shall be borne and paid by the Contractor.
38. Any damage caused to the existing work/facilities while carrying out the work shall be made good by the Contractor at his own risk and cost to the entire satisfaction of Consultants/ the employer.
39. Successful contractor will comply with the provisions of all the labour laws & regulations. All the provisions of Contract labour (Regulation & Abolition) Act, 1970 and rules there under should be complied with. All necessary data should be furnished to Project-in-charge from the employer's side to get the employer registered as principal employer in respect of the subject job. There after the contractor shall get their name registered and obtain Labour Licence and submit a copy of the same to Consultant/Employer.
40. The employer does not bind himself to accept the lowest tender & reserves to himself the right to reject any or all of the tenders received without assigning any reason there of. Further the employer reserves the right to avoid any component of the projector group of components to tenderer or to award the entire work to ne tenderer.
41. The contractor shall be required to co-operate and work inco-ordination with and afford reasonable facilities for such other agencies/specialist as may be employed by the employer/consultants on other works/sub-works in connection with the projects/schemes of which the work forms part. The contractor will be required to take out without claim to any extra amount a proper and effective insurance policy, Contractors ALL RISK POLICY from any Nationalized/ scheduled insurance company approved by the employer, fully insuring the work against loss or damage by fire, theft, storm, lightning, flood, earthquake or any object dropped from there or any riots, strikes & civil commotion or other risks as indicated by the Employer. Such policy should be taken to insure a sum equivalent o 125% of the contract value & employer should be made the beneficiary..All policies shall be valid till completion and handing ove of the work tot he employer.All the original insurance policies etc. shall be deposited with the Employer.The entire premium amount of such policies will be paid by the contractor failing which Employer reserves right to insure the work against the said risksand deduct assume quivalent to the premium amount paid by the employer from dues to the contractor.
42. Employers/Consultants shall have exclusive right of rejecting items of works with bad workmanship,noticeofwhich will be given to the contractor during execution of the job. If the contractor fails to rectify or to improve the level of workmanship to the acceptable standards, suitable recovery as assessed by the employer/consultants shall be made for those items of works. No requests/claims whatsoever shall been tertained in this matter under any circumstances by the employer/consultants.

43. The contractor shall have to work in non-office working hours as per the instructions issued by employer/consultants for which no extra amount shall be paid to the contractor.
44. The Earnest money deposit submitted along with the tender shall be converted into security deposit as required to be submitted bearing no interest incase of successful contractor & shall be released as mentioned in INSTRUCTIONS above.
45. If necessary addendum to this tender shall be issued by owner after Pre-bid meeting.

I/We confirm that we are submitting our tender duly filled in and rates have been quoted after thorough study of site conditions, specifications, drawings, general Terms and Conditions of Contract, etc., and I/We hereby accord our unqualified consent and agreement to the said Conditions, Specifications, drawings, General Conditions, Special Conditions of Contract, etc.

Seal:

Date:

Signature of Contractor.

GENERAL CONDITIONS OF CONTRACT (GCC)

1. DEFINITIONS AND INTERPRETATIONS:

In the Contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires.

- A. The Employer/Employers shall mean The Stock Holding Corporation of India having its registered office at -Centre Point, Unit No. 301, 3rd Floor, Dr. B. Ambedkar Road, Parel, Mumbai-400012 or any other place as modified subsequently and shall include its Manager or other officers authorized to deal with these presents are concerned on his behalf posted in the any of the Offices of Employer and shall also include Employer's successors and assignees. Wherever the words "Employer", "Employer", or Employer appear, these shall be deemed to mean EMPLOYER and these words shall convey the same meaning.
- B. The Tenders shall mean the tender (Part I & II) including addendum and drawings submitted by the tenderer for acceptance by Employer.
- C. The Project in-charge shall mean the GM (Premises) of the employer, or his successor in office or authorized representative nominated by the employer.
- D. The Contractor shall mean the person or persons, firm or company whose tender has been accepted by Employer and includes the Contractor's legal representatives, its successors and permitted assigns.
- E. The Sub-contractor shall mean any person or firm or company (other than the Contractor) to whom any part of the work has been entrusted by the Contractor, with the written consent of the Consultants &/or the legal representatives, successors and permitted assigns of such person, firm or company.
- F. The Architect/Consultants shall mean M/s. Nikita Engineers or any other consultant/the person nominated by the employer from time to time and shall include those who are expressly authorized by the Employer to act for and on his behalf for all functions pertaining to operation of this Contract.
- G. Consultant's Representatives shall mean any Engineer or Architect of the Consultants appointed from time to time to perform the duties set forth in the Tender Document whose authority shall be notified in writing to the Contractor.
- H. The "Works" shall mean and include all works to be executed in accordance with the Contract or part thereof as the case may be and shall include all extras, addition, altered, or substituted works as required for the purpose of the Contract.
- I. The "Contract" shall mean the agreement between the Employer and the Contractor for the execution of the works including there in all documents such as the invitation to Tender, Instructions to Tenders, General and Special Conditions of Contract, Specifications, General Requirements, addendum, Time Schedule of Completion of Job, Drawings, Letter of Intent awarding the work, Agreed Variations, if any etc.

- J. The "Contract Document" shall mean collectively the Tender Documents, addendum if any, Designs, Drawings, Specifications, agreed variations if any and other documents constituting the Tender and acceptance thereof.
- K. Construction Plant shall mean all appliances or things of whatsoever nature required in or about the execution, completion or maintenance of the works or temporary works (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.
- L. Temporary Works shall mean all temporary works of every kind required in or about the execution, completion or maintenance of the works.
- M. Specifications shall mean all directions, various technical specification, provisions and requirements attached to the Contract, which pertain to the method and manner of performing the work or works to the quantities and qualities of the work or works and the material to be furnished under the contract for the work or works, as may be amplified or modified by the Employer or the Consultants during the performance of Contract in order to provide for the unforeseen conditions or in the best interest of the work or works. It shall also include the latest edition including all addenda/corrigenda of relevant Indian Standard Specifications and other relevant codes.
- N. Plans shall mean all maps, sketches and layouts as are incorporated in the Contract in order to define broadly the scope and specification of the work or works and all reproduction thereof.
- O. Drawings shall include maps, plans and tracings or prints thereof with any modifications approved in writing by the Consultants/Architects and such other drawings as may, from time to time, be furnished or approved in writing by the Consultant either in soft or hard copy.
- P. Sites shall mean the lands, buildings and other places on, under, in or through which the permanent works are to be carried out and any other lands or places provided by the Employer for the purpose of the Contract.
- Q. Notice in writing or written notices shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been noticed) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post it would have been delivered.
- R. The Completion Certificate in relation to the work shall mean the certificate to be issued by the Consultants/Architects and countersigned by the Representative of Employer, when the work has been completed to their satisfaction.
- S. The Final Completion Certificate or Nodues certificate in relation to the work shall mean the certificate regarding the satisfactory compliance of the various provisions of the Contract to be issued by the Consultants/and the Architects countersigned by the representative of Employer, after the period of defects liability is over. (Defects Liability period is 12 months from the date of completion).

Order of procedure where any ambiguity in the schedule of quantities, general conditions, special conditions, specifications and drawings for the contractor shall be as per the decision of Employer and same shall be binding as the contractor and shall be read as under in decreasing order of importance:

- a. I.S./N.B. Code
- b. Drawings

- c. Special Conditions
- d. General Conditions
- e. General Specification
- f. CPWD Specification
- g. State PWD/General Engineering Practice.

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Approved shall mean approved in writing including subsequent written confirmation of previous verbal approval.

2. Employer's decision regarding interpretation of drawing setc., shall be final

In the event of there being any discrepancy, ambiguity or omission or any error or difference of opinion regarding the interpretation or granting of any specification designs, drawings, description or instructions relating to the work to be executed the decision of the Project-in-charge thereon shall be final and binding on the Contractor and the Contractor shall not be entitled to claim any additional or extra payment or claim any other benefit or advantage for the same.

3. Liability of Contractors:

In any case in which any of the power conferred upon Employers shall have become exercisable and the same shall not have been exercised, the non-exercisable portion thereof shall not constitute a waiver of any of the conditions thereof and such powers shall notwithstanding the same be exercisable in the event of future case of default by the Contractor and the liabilities of the Contractor shall remain unaffected thereby.

4. Completion of Work:

On completion of the works, the Contractor shall be issued the Completion Certificate jointly by the authorized representative of Employer and the Consultants, but no such certificates shall be given nor shall the works be considered to be completed until the Contractor shall have removed from the premises in which the work shall have been executed all scaffolding, surplus materials and rubbish and shall have cleaned of all dirt from such works or other part of any building in or upon which the work have been executed.

If the Contractor shall fail to comply with the requirement of this clause as to removal of scaffolding, surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of the works, the Employer may at the expense of the Contractor remove such scaffolding, surplus materials and rubbish and dispose of the same as it thinks fit and clean of such dirt as aforesaid, and the Contractor shall forthwith pay the amount of all expenses 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.

5. Extension of time:

If the Contractor shall desire an extension of time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground he shall apply in writing to the Employer through the Consultants within 15 days of the scheduled date of completion on account of which he desires such extensions as aforesaid and the Employer shall if in his opinion (which shall be final)

al) finds reasonable grounds, authorize such extension of time if any as may deem in his opinion necessary and proper. Any extension of time even if granted shall be without prejudice to Employer's right to recover loss or damages suffered from delay in waiver thereof. Any application for extension of time made by the Contractor after the expiry of due date for completion of the work as per Terms of Contract

and the Work Order shall not be entertained or be deemed to be valid. The contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not. Liquidated damages at the rates specified in Appendix to form of tenders shall be levied on the Contractor for the period of delays attributed to him.

6. Contractor to supply plant, ladders, scaffolding etc.:

The Contractor shall supply at their own cost materials, plant, tools, appliance, implements, ladders cordage, tackle, scaffoldings and temporary works requisite or proper for the execution of the work.

7. Errors in schedule of quantities:

Should any error appear in schedule of quantities other than in contractor's prices, calculations it shall be rectified.

8. Execution of additional work:

The Contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and in every other respect in strict accordance with the specifications. The Contractor shall also conform exactly, fully and faithfully, to the designs, drawings and instructions in writing relating to the work. Any additional work which the Contractor may be directed to do as the part of the original work shall be carried out by the Contractor on the same basis in all respects on which they have agreed to do the main work at the same rates as are specified in the Tender for the main work provided that if any additional or altered work includes any class of work for which no rate is specified in this Contract, then such class of work shall be carried out at the rate mutually agreed upon between the Employer/Consultants and the Contractor having regard to the nature of the said work and the rates of the main work. The rate of such item shall be derived on the basis of rate analysis considering prevailing market rates for labour and material and as per CPWD method. The Contractor shall however, have no claim or compensation by reason of any alterations having been made in the original specification etc., which may entail any curtailment of the work as originally contemplated.

9. No compensation for alternation in or reconstruction of work to be carried out:

If at any time after the commencement of the work the Consultant shall, for any reason whatsoever, no require the whole or any part of the work as specified in the Tender to be carried out, the Consultant shall give notice in writing thereof to the Contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantages which he may have derived from the execution of the work in full but which he did not derive in consequence of the full amount of work not having been carried out and having been cancelled by the Employer. Neither shall they have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall be involve any curtailment of the work as originally contemplated.

10. Work to be done to the satisfaction of the Consultants and Employer:

The Contractor shall carry out and complete the work in accordance with this Contract and the directions, in every respect, to the entire satisfaction of the consultants and

Employer. If the Contractor shall find any discrepancy in or divergence between the Contract, Drawing and/or Schedule of quantities, they shall have to apply in writing for any necessary instructions from the Consultants/Employer in relation thereto.

11. Defective work and materials:

If at any time before the Security Deposit is refunded to the Contractor it shall appear to Employer or the Consultant that any work has been executed with unsound, improper or unskillful workmanship or with materials of inferior quality or not otherwise in accordance with the Contract, it shall be lawful for the Employer or the Consultant to intimate this fact in writing to Contractor either in the site order book or by letter thereupon. The Contractor shall be bound forthwith to rectify or remove and reconstruct the works so specified in whole or in part and provide with proper and suitable materials at their own charge and cost to the entire satisfaction of the Consultants. In the event of the Contractor failing to do so within a period to be specified by the Consultants. The Contractor shall be liable to pay compensation at the rate of one percent of work order value per day, not exceeding ten days of the value of the Whole Work Order. In the case of any such failure the Consultants may rectify or remove and re-execute the work or remove and replace with other the materials or articles complained of, as the case may be, at the risk and expense in all respects of the Contractor.

12. Employer not to be liable for temporary suspension in work:

The Contractor shall on being so directed by the Consultants postpone any work to be executed under this contract and/or suspended further progress of all or any part of the work and shall not resume execution of the same until they receive written orders from the Consultants to proceed. The Contractor shall not be entitled to claim any payment from Employer for damages arising from the postponement or suspension of such work.

13. Measurement of work to be covered:

The Contractor shall give at least 7 days notice in writing to the Consultants and their authorized site representatives/Employer before covering or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimension thereof taken before the said work is so covered or placed beyond the reach of measurement. Without such notice having been given or consent obtained the same shall be uncovered at the Contractor's expense, for taking such measurements and dimensions. In default thereof Employer shall not make any payment or allowance for such work or the materials with which the same is executed.

14. Measurement/assessment of work:

All work to be done under this Contract shall be in accordance with the mode of measurement mentioned in the tender. Any item not mentioned in the tenders shall be measured as per the procedure laid down in relevant ISI standards (Bureau of Indian Standards - latest edition). Detailed measurements of work carried out shall be taken jointly by the representatives of the Employer/Consultants, in the presence of the Contractor's representative and final payment will be made as per measured quantities and not as per the tender quantities.

15. Defect Liability Period:

The Contractor shall maintain the work for 365 Days after the work has been completed (the date of completion shall be one as recorded in virtual completion Certificate) the Contractor shall maintain and uphold the same in an efficient condition and shall be bound to remove any omission or defects discovered or appearing in the work

during such time as directed by the Consultants. The Security Deposit will be released to the Contractor only after the expiry of the aforesaid period and subject to it being ascertained that there is no defective work or material requiring repairs or maintenance under any conditions herein provided.

If the Contractor or their work people or servants shall break, deface, injure or destroy any part of the building in which they may be working or any building road, kerbs, fence enclosure, water pipes, cables drains, electric or telephone post or the work wires, trees, grass land or cultivated ground contiguous to the premises on which the work or any part of it is being executed or if any damages shall happen to the work, while in progress, from any cause whatsoever, or any imperfection become apparent in it within 24 months after completion date of entire works covered by the works order as indicated in the Final Measurement Certificate, the Contractors shall make the same good at their own expenses or, in default, the Consultants may cause to be made good through alternative means and deduct the expense from any sum that may be then or at any time thereafter may become due to the Contractors, balance Security Deposit/BG for RMD of the Contractor shall not be refunded before the expiry of twenty four months from the completion date indicated in the Completion Certificate.

16. Insurance Cover

(a) CAR POLICY for 125% of the Contract Value. (Contract Value plus 25% of the Contract Value).

The Contractor have to take proper cover of Insurance Policies in the Joint Names along with the Employer against the following risk factors, Contractor's All Risk (CAR) Policy before commencing work, from an Approved company.

Loss or damage to the Works (upto full cost of the work) and for the materials, plant & tools machinery equipment etc. at site, from any cause whatsoever

Should the Contractor fail to take out such insurance cover, NO PAYMENTS SHALL BE RELEASED TO THE CONTRACTOR. The compensation out of any such insurance policy shall be assigned directly in favor of the Employer and such assignments shall be duly registered with said Insurance Company. The Contractor agrees that the insurance money payable under such insurance policy shall be utilized by Employer for reinstating the work affected by such fire or other risk.

The Contractor shall indemnify Employer against all claims made against Employer by any member of the public or other third party in respect of the works or in consequence thereof and shall at his own expense arrange to effect and maintain until the Completion of the works, a policy of Insurance with an approved office, in the joint names of Employer and the Contractor (Employer's name will appear 1st of the policies) against such risks and deposits such policy or policies with the Employer from time to time. All the policies shall be valid till the date of completion and handing over of the work to the Employer.

16. No Transfer or Assignment of Contract:

This contract shall not be assigned or transferred or sublet in

any manner whatsoever without the previous written approval of Employer. If the Contractor shall assign or transfer or sublet or attempt to do so, Employer may by notice in writing rescind the Contract and in that event the security Deposit of the Contractor shall stand forfeited and be absolutely at the disposal of the Employer and the same consequences shall ensue as if this Contract had been rescinded under clause 24 hereof and

in addition
there to the Contractor shall not be entitled to recover or to be paid for any work thereto performed under
this Contract.

17. Insolvency attempt to bribe etc.:

If the Contractors become insolvent or commence any insolvency proceedings or make any compensation with their creditors or attempt to do so, or if any bribe, gratuity, gift, loan, requisites, reward or advantage whether pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the Contractors or any of their servants or agents to any officer or persons in the employment of Employer in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the Contract, Employer on behalf of the Chairman shall have the power to adopt any of the courses specified in clause 24 shown as he may deem best suited to the interest of the Employer and in the event of any of these courses being adopted the consequences specified in the said clause 24 shall ensue.

18. Change in Constitution:

Where the Contractors are a Partnership Firm, the previous approval in writing of Employer shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu Undivided Family business concern, such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the work hereby undertaken by the Contractors. If previous approval as aforesaid is not obtained, the Contractor shall be deemed to have been assigned in contravention of clause mentioned in contract thereof and the same action may be taken and the same consequences shall ensue as provided in the said Clause in work contract. The Contractor shall hand over to Employer a certified true copy of the Deed of Partnership, which is entered into by the Contractor with Employer as evidence of the names of the partners and of their shares in the said partnership. In the event of the Contractors being a Joint Hindu Undivided Family business concern the Contractor shall also hand over the full names, address and ages of the co-partners or members concerned and duly satisfy Employer that such Joint Hindu Undivided Family has authority and power in law to enter into the said Contract. These Documents and particulars aforesaid shall be handed over by the Contractor to Employer along with the quotations and offer placed by the Contractor in response to the notice inviting tenders.

19. Engagement of Apprentices:

The Contractor shall during the currency of the Contract when called upon by the Consultants engage and also ensure engagement by subcontractors and other employed by the Contractor in connection with the works, such number of apprentices in the categories mentioned in the Act 1961 and the Rules made thereunder and shall be responsible for all obligations of the employer under or as required under the said Act.

20. Workmen's Compensation liability:

The Contractor shall be responsible for and pay any compensation as specified in the Workmen's Compensation Act, 1923 and 1933 and amendments thereto for injuries caused to the workmen. The Contractor shall be responsible for and pay the expenses for providing medical treatment to any workmen who may suffer any bodily injury as a result of any accident. The Contractor shall be liable for all payments to their staff, labourers and workmen employed for the performance or carrying out of the said work and the Employer shall in no event be liable or responsible for any payment and the Contractor shall keep Employer indemnified against the same and from all proceedings in respect thereof. The Contractor shall at his own expense effect and maintain during the currency of the Contract, a policy of Insurance with an approved office, in the joint names of Employer and the Contractor against risks under the Workmen's compensation Act or any other statute in force during the currency of this Contract and deposit such policy or policies with Employer from time to time.

In every case in which by virtue of the provisions of Section 12, Subsection (1) of the Workmen's Compensation Act, 1923 Employer is obliged to pay compensation to a workman employed by the Contractor in execution of the works, Employer will recover from the Contractor the amount of the compensation under subsection (2) of section 12 of the said Act and Employer shall be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due by the Employer to the Contractor, whether under this Contract or otherwise. Employer shall not be bound to contest any claim made against it under sub-section (1) of Section 12 of the said Act, except on the written request of the Contractor and upon their giving to Employer full security for all costs for which Employer might become liable in consequence of contesting such claim. The Contractor shall also submit an Indemnity Bond to the Employer on the approved proforma regarding workman compensation.

21. The Consultants may require the Contractor to dismiss or remove from the site of the work any person or persons in the Contractor's employment who in the opinion of the Consultants may be incompetent or misconduct himself for themselves and the Contractor shall forthwith comply with such requirements.

22. **CHILD LABOUR:** The Contractor shall not employ any men & women below the age of 18 years on the work. Suitable safety equipments such as helmets, goggles, safety shoes, face masks, overalls shall be supplied by contractor to other labourers.

23. **Indemnity:**

The Contractor shall assume all liability for and give to Employer a complete indemnity against all actions, suits, proceedings, claim or demands arising out of or in connection with the carrying out of the work by or from any person whomsoever. In this connection the contractor shall submit an Indemnity Bond on the proforma approved by employer covering Indemnity for all claims or demands including workman compensation.

24. **Termination of contract on account of abandonment of work:**

The Consultants may without prejudice to the rights of Employer against the Contractor mentioned in clause of the Agreement or in respect of any delay or inferior workmanship or otherwise or to any claim for or damages in respect of any breach of Contract and without prejudice to any rights or remedies under any of the provisions of the Contract or otherwise and

whether the date for completion of the work has or has not expired by a notice in writing absolutely, determine the Contract in any of the following cases:

- (i) If the Contractor having been given by the Consultants a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkmanlike manner and shall omit to comply with the requirements of such notice for a period of seven days of such notice thereafter or if the Contractor shall delay or suspend the execution of the work with the judgment of the Consultants (which shall be final and binding) they will be unable to secure completion of the work by the date for completion or he has already failed to complete the work by that date.
- (ii) If the Contractor being a company shall pass a resolution or the Court shall make an order that the company shall be wound up or if a receiver or a liquidator on behalf of a creditor shall be appointed or if circumstances shall be appointed or if circumstances shall arise which entitle the Court to make a winding up order.

(iii) If the Contractor commits breach

of any of the Terms and Conditions of this Contract. (iv)

If the Contractor commits breach of any acts mentioned in clauses 16 to 19 hereof.

When the Contractor have made themselves liable for action under any of the aforesaid cases or in any case in which under any Condition of this Contract the Contractor shall have rendered themselves to forfeiture of their Security Deposit or in cases of abandonment of work by the Contractor for any cause whatsoever, the Consultants on behalf of Employers shall have a power to adopt any of the following courses as Employer may deem best suited to their own manufacture:

- (a) To rescind the Contract (of which recession notice in writing to the Contractor under the hand of the Consultants shall be conclusive evidence) and in that case the Security Deposit of the Contractor shall stand forfeited and be absolutely at the disposal of Employer.
- (b) To employ labour and to get supply of material to carry out the work or any part of works, debiting the Contractor with the cost of the labour and the price of the materials as to correctness of which costs and price of the materials as per the certificate of the Consultants which shall be final and conclusive against the Contractor.
- (c) To order that the work of the Contractor be measured by and to take such part thereof as shall be unexecuted out of their 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 payable to the original Contractor if the whole work had been executed by them (as to the amount of which excess of expense, the certificate in writing of the Consultants shall be final and conclusive) shall be borne and paid by the original Contractor and shall be deducted from any money due to them by Employer under the contract or otherwise or from the Security Deposit or a sufficient part thereof.

In the event of anyone or more of the above courses being adopted by the Consultants, Contractor shall have no claim to compensation for any loss sustained by them by reason of their having purchased or procured any materials or entered into any engagements or made any advance on account or with a view to the execution of the work or the performance of Contract. And in case an action is taken under any of the provisions aforesaid, the Contractor shall not be entitled to recover or be paid any sum for any work actually performed under this Contract unless and until the Consultants have certified in writing the performance of such work value payable in respect thereof and the Contractor shall be entitled to be paid the values so certified subject to the claims if any of Employer against the Contractor.

25. Termination of contract in the event of death of Contractor:

Without prejudice to any of the rights or remedies under this Contract, if the Contractor being an individual dies, the Consultants shall have the option to terminate the contract without any liability on the Employer for compensation or damages to the Contractor. Measurement of work done till the death of the Contractor will be recorded by Employer which shall be final and binding on the legal representative of the Contractor.

26. Substitution of Contractors:

Employer may if desired may take possession of all or any of the machines, tools, plants, materials and stores in or upon the work or the site thereof for belonging to the Contractor or procured by them and intended to be used for the execution of the work or any part thereof by paying or allowing for the same an amount at the Contractor rates or in the case of Contractor Rates not being applicable at current market rates to be certified by the Consultants and the certificate thereof shall be final. The Contractor shall not have any claim on the materials that have not been actually brought on site of work irrespective of the fact that the Contractor may have purchased the same for use under this Contract. Employers shall have also full power by giving notice in writing by the Consultants or through the Consultants to the Contractor or any of their representatives or authorized agents to require them to remove such machines, tools, plants, materials and stores from the premises within time to be specified in such notice and in the event of the Contractor failing to comply with any such requisition the Employer may remove them at the Contractor's expense or sell them by auction or private sale at the risk and on account of the Contractor in all respects and the certificates of the Consultants as to the expenses of any such removal and the amount of proceeds and expense of any such sales shall be final and conclusive.

27. Any breach or violation or non-observance of any of the Terms and Conditions and provisions contained in the agreement or the General Terms or otherwise in relation to the Contractor Works Order shall be deemed and considered as a breach of the entire Contract and entitle the Employer to exercise and enforce the various rights and powers conferred on Employer under the Contract.

28. Infringement of Patents Rights & Royalties:

The Contractor shall assume all liability and fully indemnify and save harmless, Employer, their successors or assigns from and against all claims, suits, proceedings, damages, losses, expenses, fees, any royalties, arising from any infringement, real or claimed, of any patent on any articles, machine manufacture, structure, composition, arrangement, improvement, design, device, method or process or any other intellectual property right.

died or used in the performance of this contract. The Employer and their successors and assigns will give written notice of all such claims and patent infringements suits or proceedings instituted against them to the Contractor who will defend the same and will give the Contractor authority, assistance and all available information to enable them to do so.

29. Escalation:

No escalation is allowed/permitted in quoted rates in the tender the same should be valid at least for completion of the project from the date of awarding the job to the successful contractor.

30. Contract Agreement:

Contractor shall execute the contract agreement on the proforma given in Annexure I to this document immediately after issue of work order. Employers shall not make any payment to the Contractor before execution of contract agreement.

31. Initial Security Deposit

The Contractor shall within seven days of issue of acceptance letter (LOI) or before the execution of his Agreement deposit with the Employer a sum of equivalent to 2.0 % of accepted contract value by demand draft in favour of EMPLOYER. The Employer shall not be liable to pay any interest to the Contractor on the amount of such Security Deposit for timely and proper performance of the said work by the Contractor. The said amount shall be liable for forfeiture in addition to all other rights and remedies which are available to the Employer under the said General Conditions of Contract.

32. Retention Money Deposit (RMD)

An amount equivalent to 10% of the value of each interim bill shall be deducted from interim bills of the contractor towards RMD, subject to a maximum limit of 10% of contract value inclusive of Initial Security Deposit.

33. Appropriation of Security Deposits towards The Employer's Dues.

All sums by way of damages, Compensation or otherwise howsoever and all other sums of money payable by the Contractor to The Employer under the terms of this Agreement or the said Work Order may be deducted from the cash amount of the Security Deposit or be realized from the Employer guarantee of the Initial Security Deposit lying with The Employer under this Agreement or from any sums which may be due or may become payable by the Employer to the Contractor on any account whatsoever and in the event of the Contractor's Security Deposit being reduced by reason of any such deduction or as aforesaid, the Contractor shall, within 15 days thereafter, make good in cash any sum or sums which may have been deducted from Security Deposit or any part thereof. Subject to the other provisions of this Agreement and the General Conditions of Contract relating to the right of the Employer to retain and deduct any amount that may be due to The Employer on any Payment for Work done account whatsoever the 50% of total Security Deposit made by the Contractor shall be refunded after the completion of the work in all respects. This date will be the same as indicated in the completion Certificate. Balance 50% of SD (i.e. 5% of contract value) retained in cash shall be refunded after completion of defects liability period of 12 months and on issue of final completion certificate.

34. The Employer will pay to the Contractor in respect of the said work mentioned in the said contract document on the basis of the rates specified therein at the times and in the manners specified in the said Work Order and/or in the General Conditions of Contract.

35. Manner and period in which the work is to be carried out

The Contractors agree and undertake to duly perform and execute and complete the said work set forth in the contract documents and the subsequent amendments, if any, issued from time to time there to in the manner authorized by and under the General Conditions of Contract. The said work shall throughout the stipulated period of the Contract be proceeded with all due diligence, promptness, care and accuracy and in a workmanlike manner to the satisfaction of Consultants and The Employer and would be completed in accordance with the said Specifications, Designs, Drawings, Schedule of quantities and instructions on or before the due date mentioned in the said Contract agreement, time being the essence of the Contract on the part of the Contractors.

36. Compensation for delay for unfinished work

Without prejudice to the rights and remedies of the Employer against the Contractors under any of the provisions of this agreement and the General Conditions of Contract or the said Work Order or otherwise if the Contractors commit any default or breach of the Terms and Conditions of this Agreement and/or the General Conditions of the Contract and/or the said Work Order or fail in the due performance thereof within the time fixed by the Contract (which is the essence of the Contract) and do not complete the entire work on the stipulated due date, The Employer shall be entitled to recover from the Contractors and the Contractors hereby agree to be bound to pay to the Employer as and by way of Compensation or liquidated damages, an amount calculated at the rate of 1% (1 percent) of the contract value per week or part thereof subject to a maximum of 10% (Ten percent) of the contract value for delay beyond the stipulated date of completion as mentioned in the Contract/Work Order and both the parties hereby confirm, record and declare that the amount of compensation or liquidated damages fixed as above represents the genuine, fair and reasonable pre-estimate thereof considering all the facts and circumstances as the loss and damages that would be likely suffered by The Employer on account thereof. It is further hereby agreed and confirmed that the sum payable by the Contractors under this provision shall be considered as reasonable compensation irrespective of whether actual loss or damage has or has not been sustained and The Employer would not be required to tender any proof in support thereof. Liquidated damages/compensation for delay shall not be recovered for the delays which are not attributed to the Contractor and Employer has authorized extension of time for such delays.

It is further specifically declared that any extension of time granted by The Employer shall not amount to abandonment, waiver against The Employer of its claim for compensation or liquidated damages under this provision and the acceptance of delivery of any item of the work by The Employer will not be deemed to constitute any waiver of The Employer's right nor shall be deemed to be executed completely only when full and final measurements duly certified by The Employer and the Consultants have been made and till then the Contractor shall not be deemed to be discharged or absolved from all their obligations in terms of the Contract including specifically the provision relating to the payment of reasonable compensation and damages as aforesaid. It is specifically agreed and declared that in the event of the Contractors not completing the work even after the stipulated date, the aforesaid provision shall not be deemed to prevent or stop The Employer from exercising any other rights or remedies available to The Employer against the Contractors including the completion of the work through any other Contractor or agency or otherwise howsoever at the risk and the account of

Contractors and The Employer shall be entitled to recover and the Contractor shall bound to pay all such losses and damages to The Employer rights and remedies which are available to The Employer under clause of works contract of the General Condition of the Works Contract.

37. IDLE LABOUR:

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

38. Supervision of work

In addition to adequate number of technical supervisory staff, the Contractor shall keep constantly at the work site a competent Engineer or such other competent person as may be required to set the work. Any direction or explanation given by the Employer's or the Consultant's authorized representative to such person in writings shall be held to have been given to the Contractors.

39. Dismissal of Workmen

The Contractor shall at instruction of Architect immediately dismiss from the works any person who in the opinion of Architect / SHCIL be unsuitable or incompetent.

40. Inspection of Work and access to the same:

Site engineers deputed by the consultant shall supervise the work constantly and inspection will be made periodically during the progress of the work by the representative/representatives of The Employer as well as by the senior representative of the Consultants and all materials and workmanship must be of acceptable quality and efficiency to the said representatives. The decision of the Consultants in this respect will however be final and binding on the Contractors. If the progress of any particular portion of the work is unsatisfactory, The Employer shall notwithstanding the fact that the general progress of the work is satisfactory, be entitled to take action after giving the Contractors 15 days notice in writing and the Contractors will have no claim for compensation for any loss sustained by them owing to such action. All works under or executed in pursuance of this contract shall at all times be open to the inspection and supervision of the Employer and their authorized representatives and agents as well as the Consultants or their representatives. The contractor is to provide at all times means of access, ladders and necessary attendants for inspection of measurement of works by consultants.

41. (a) It is specifically and distinctly understood and agreed to between The Employer and Contractor that the Contractor shall have no right, title or interest in the site made available by The Employer for execution of the work or in the building structures or work executed on the said site by the Contractors or in the goods, articles, materials, etc., brought on the said site (unless the same specifically belong to the Contractors) and the Contractors shall not have or deemed to have any lien whatsoever charge for unpaid bills nor will be entitled to assume or retain possession or control of the site or structures and The Employer shall have an absolute and unfettered right to take full possession of the site and to remove the Contractors, their servants, agents and materials belonging to the Contractors and lying on the site

(b) The Contractor shall be allowed to enter upon the site for execution of the work only as a licensee and shall not have any claim, right, title or interest in the site or the structures erected thereon and The Employer shall be entitled for such license at any time without assigning any reason.

42. Measurement of work

As soon as the item of work is completed, notice thereof should be given forthwith by the Contractor to the Consultants. A representative of the Consultants/Site Engineer representative will then measure the work completed and record the measurements in measurement books (MB) supplied by the Employer which will constitute the basis for payment of such works by The Employer to the Contractor. The Contractor shall sign each and every Measurements sheet and Certificate in token of acceptance thereof. Employer's representatives/Engineers shall have right to check / verify the measurements jointly recorded by the contractor and consultant's representative. The contractor shall submit the bills in duplicate on the proforma approved by the consultant/ Employer along with all supporting papers to consultant for certification. Mode of measurement to be decided solely by consultant.

43. Provisional Payment

No payments shall be made for any item of work until the whole of the item shall have been completed and certified by the consultant. The Employer may however at their option and on recommendation of consultant pay to the Contractor a provisional amount (par rate) proportionate to the part of the work as approved and passed by Consultants. The certificate of such approval and passing of the part sum so payable shall be final and conclusive against the Contractors.

44. Final payment

The final measurement Certificate/Bill shall be prepared by the Consultants and Contractors within three months from the date of completion of the work subject to the claim of The Employer against the Contractors for compensation or liquidated damages or otherwise as provided in the said Contract, agreement and the General Conditions of Contract. (50% of the total security deposit (including initial security deposit) shall be refunded to the contractor on issue of completion certificate.

45. Bill to be in the Employer's prescribed form

The Measurement Certificate/Bill shall be prepared jointly by the Consultants' representative and Contractors and shall be submitted in duplicate along with all the supporting documents to the consultants for certification.

46. Liability for payment of taxes, duties etc.

The Contractor shall be bound and liable to pay all local taxes, cesses, excise and customs duties, GST, income tax or any taxes to Govt./other public authorities. Under no circumstances shall The Employer be liable to pay any such taxes, cesses, duties etc. on the work order or any part or component thereof for any materials or stores bought by the Contractor or supplied by The Employer or otherwise howsoever to the end and intent that all such liabilities shall be borne and discharged solely by the Contractor who shall keep indemnified The Employer against the same.

44. Settlement of dispute and Differences

- a) The Contractor shall try to settle all matters pertaining to this contract first with the Consultant. The decision of the Consultant may be in the form of a certificate, instruction or otherwise. The decision, opinion, direction, certificate for payment with respect to all or any of the accepted matters (which are indicated hereinafter), of the Consultant shall be final and conclusive and binding on the Contractor and shall be without appeal.

b) All other disputes and differences of any kind whatsoever between the Contractor and the Consultant arising out of or in connection with the contractor carrying out the works (whether during progress of work or within defects liability period and whether before or within 365 days of determination/abandonment/breach of the contract) shall then be referred by the Contractor to the Employer giving inter alia full details of matter under dispute and the reasons thereof. The Employer shall within a period of 60 days from the receipt of such reference from the Contractor, give his decision in writing. If the Contractor is dissatisfied with the decision of the Employer, or if the Employer does not convey his decision within 60 days, he can refer the matter for arbitration by serving a written notice on the Employer, through the Engineer within a period of 28 days of such decision. The notice shall specify the matters with full details and amount which are in dispute and referred for arbitration. However if the Contractor does not make any demand for arbitration in respect of any claims within 60 days of receiving the intimation from the Employer that the final bill is ready for payment, the claim if any received after 60 days period shall be absolutely barred from reference to the arbitration.

45. Arbitration

The disputes and differences between the Contractor and the Employer arising out of this contract shall be referred to a sole arbitrator. The sole arbitrator shall be selected by the Contractor from a panel of 3 arbitrators suggested by the Employer. The arbitration proceedings shall strictly be according to the Arbitration and Conciliations Act-1996 or any statutory modification thereof. The place of arbitration shall be at Mumbai.

The arbitrator shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice and any matter required in his opinion, save in regard to excepted matters referred to in Clause no. 46 and to determine all matters in dispute which shall be submitted for arbitration.

The arbitrator shall make his award within 1 year (or such further expected time as may be decided by him with the consent of the parties) from the date of entering on the reference. In case, during the arbitration proceeding the parties mutually settle/ compromise or compound their dispute or difference, the reference to arbitration and the appointment of the Arbitrator shall be deemed to have been revoked and the arbitration proceedings shall stand withdrawn or terminated, with effect from the date on which the parties file a joint memorandum of settlement thereof, with the Arbitrator.

This submission shall be deemed to be a submission to arbitration within the meaning of the Arbitration & Conciliation's Act-1996 or any statutory modification thereof.

It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall, until the decision of the Arbitrator is given, abide by the decision of the Consultant and no award of the Arbitrator shall relieve the Contractor of his obligation to adhere strictly to the Consultant's instructions with regard to the actual carrying out of the works. The Employer and the Contractor hereby also agree that arbitration under this Clause shall be a condition precedent to any right of action under the contract.

47. Programme of Work:

The Contractor on starting the work shall finish to the Architect a programme for carrying out the work stage in the stipulated time. A graph or chart on individual work shall be maintained showing the programme each week at site prepared in consultation with the Architect. Acceptance of a bid or tender does not necessarily imply acceptance of the schedules submitted to Employer or modification to the schedules submitted at no extra cost to Employer.

48. Excepted matters

Following matters referred in General Conditions (GCC) and special conditions of contract

(SCC) shall be considered as excepted matters. GCC –

Clauseno 4 (Completion of work)

Clauseno 5 (Extension of time)

Clauseno 11 (Defective work and material.)

Clauseno 13 & 14 (Measurement of work)

Clauseno 16 (Assignment)

Clauseno 36 (Compensation for Delay)

SCC –

Scope of work

Clauseno 9 (Testing of work and material)

Clauseno 11 and

12 (Measurement and dimensions)

Clauseno 26 (Mockup)

49. Extra items

The contractor is required to execute the tender item only at site as per the requirements of Employer. Non-tender items i.e. extra items shall not be executed under any circumstances before taking approval from Employer/consultants. In case it is required to execute such items on sites, contractor shall intimate the same to the consultant & Employer & will have to produce the expected quantity of that particular item after taking site measurements & the lowest possible rates supported with rate analysis along with necessary supporting invoices, quotations duly certified by Consultants. The contractor's OH & profit shall be 15%, + Work contract tax @ 4% of final rate to be added. The Project-in-charge from Employer's end shall reserve the right of checking, correcting & certifying the rate jointly with Consultants representative & permission of executing such items shall be given after entire satisfaction of rate analysis produced by contractor. As far as possible, the rates for extra items shall be derived from the rates quoted by the contractor for other similar items in the tender.

50. Deviated Items

Contractor shall not execute any deviated item without the written permission from the consultant/Employer. The rates for such deviated items shall be derived from the tender items.

51. Failure by Contractor to Comply with Consultant's Instruction.

If the contractor after receipt of notice from the Architect requiring compliance, with such further drawings and /or instructions, fails, within seven days to comply with the same, the Architect may employ other persons to execute any such work whatsoever as may be necessary to give effect thereto and all costs incurred in connection therewith shall be recoverable from the contractor by the employer on a certificate by the Architect to be deducted by him from any money due to the contractor.

SPECIAL CONDITIONS OF CONTRACT

Scope of Work

The scope of the work is to execute the Interior oriented civil works such as flooring, jamblining, punning, False ceiling works, Carpentry workssuch as partitions, paneling, storages, tables, False Ceilings, Loose

furniture such as chairs, soft furniture such as vertical blinds, carpets, HVAC works, providing for light points
/lights, conduits/raceways, cabling, electrical fittings, CCTV, Fire Detection/Fire-fighting/AV system etc. for SHCIL

As detailed in the drawing, specifications and bill of Quantities.

1. Time Limit

The entire work shall be completed within 6 Weeks from date of commencement.

2.

Terms of Payment

The following terms of payments shall apply:

- a. "On Account"
bills will be paid as certified by Consultants/Employer, taking into consideration work in progress.
- b. Any work done
at factory will not be counted in the running account bills until the material is brought to the site of work.
- c. -
Minimum value of running bills shall be 4 Lakhs. Any bill of lesser amount shall not be processed or rejected as per Project-in-charge's description.
- d. Retention money @ 10% shall be retained from every running bill subject to a maximum of 10% of contract value including ISD and the 50% of total ISD shall be released on completion of work and balance 50% shall be released after completion of defects liability period of 24 months and on issue of Final Completion Certificate.
- e. -
The Contractor shall normally be paid 2 bills in a month. If in the opinion of Consultant the progress of work warrants a second payment in a month, the same shall be arranged by the Employer.
- f. Running/Interim bills will be paid after necessary deductions within 10 working days from date of submission of complete bill along with all supporting documents and on certification of bill by the Consultant as under:-
- g. Part/ on account payment of 75% amount can be made within 510 working days from the date of submission of complete bill.
- h. -
Balance 25% payment within 15 working days from submission of complete bill by the Contractor to the Consultant and after detailed checking by the Consultant and Employer's Engineer.

No payments shall be made to the Contractor unless the contract agreement is executed and all insurance policies as stipulated in the tender are taken and submitted to the Employer.

3. Right to distribute work

The Consultants/Employer reserve all rights to divide, distribute the tender items to more than one agency, delete any item or operate items quoted as rate only.

The manufacturing of chairs shall be carried out at the Contractor's factory/premises and the rates quoted should be inclusive of free delivery to the site.

4. Identity Cards

The Contractor shall be given approved identity cards to all his workers, which will have to be produced by the Contractor's workmen as and when demanded by the Consultants/Employer's representatives or Security men.

5. Electric Supply & water supply
The contractor shall make his own arrangement for power and water from a single point given by Employer
6. Testing of works and materials and preparation of samples
The Contractor shall, as required by the Consultants, arrange to test materials and/or portions of the works at his own cost in order to prove their soundness and efficiency. If after any such test, the work or portions of the works are found, in the opinion of the Consultants to be defective or unsound, the Contractor shall pull down and re-erect the same at his own cost. Samples of each class of materials and workmanship shall be submitted by the Contractor for the approval of the Consultants/Employer before procurement and execution.
7. Notice
The Contractor shall comply with all acts and regulations for the successful completion of the Contract works and shall pay necessary attention to all notices and pay all fees/charges.
8. Measurement to be recorded before work is covered up
The Contractor shall take joint measurements with the Consultants' representative before covering up or otherwise placing beyond the reach of measurement any item of work. Should the Contractor neglect to do so, the same shall be uncovered at Contractor's expense or in default thereof, no payment or allowance shall be made for such work or the materials with which the same was executed.
9. Dimensions
Figure dimensions are to be followed in all cases. Large scaled detail take precedence over small scaled drawings.
In general, the drawings shall indicate the dimensions, positions and type of construction; the specifications shall indicate the qualities and methods, and the bill of quantities shall indicate the quantum and rate for each item of work.
10. Any work indicated in the drawings and not mentioned in the specifications or vice-versa, shall be furnished as though fully set forth in both. Any ambiguity, conflict of interpretation, errors or inconsistencies discovered in the drawings/documents shall be promptly brought to the attention of the Employer and the Consultants. Generally, the provisions giving more rigorous interpretations shall prevail, but in the event of disagreement between the Contractor and the supervisor, decision of Project-in-charge shall be final. In case of any discrepancy, the Contractor is to ask for an explanation before proceeding with the work.
11. Action where there is no specification
In case of any class of work over which there is no specification mentioned, the same shall be carried out in accordance with the latest Indian Standard Specifications subject to the approval of the Consultants and Employer.
12. Clearing the site of works
The Contractor shall clear the site of works as per the instructions of the Consultants. The site of work shall be cleared of all men, materials, sheds etc., belonging to the Contractor. The site shall be delivered back to the Employer in a clean and neat condition as required by the Consultants within a period of one week after the job is completed. In case of failure by the Contractor, the Employer will have the right to get the site cleared at the risk and cost of the Contractor

13. Occupation of partially completed portion by the Employer
The Employer shall be entitled to and will be at liberty to occupy even the partially completed portion of the work by themselves or through their agents and servants if they so desire. Necessary extension of time for completing the work shall, however, be granted to the Contractor but he shall have no claim for any compensation whatsoever due to the delay, if any, involved in completing the work on account of partial occupation.
14. Typographical or Clerical Errors
The Consultant's clarifications regarding partially omitted particulars or typographical or clerical errors shall be final and binding on the Contractor.
15. Information to be furnished to Employer on completion of work
The Contractor, on completion of work, shall furnish in a tabulated form, all pertinent and necessary information regarding the material, hardware, metalwork, glass etc., used in the items of work. The information also contains the names of such agencies who are specialized for certain items like melamine polishing, exclusive hardware etc. This tabulated information is to help the Employer in maintaining their office after defect liability period is over.
16. Performance Guarantee for all bought out items
Contractor shall submit written performance guarantee for all bought out items from him as well as from manufacturer.
17. Language of Tender
"English" is the official language of Tender.
18. Reporting of Accidents to Labour:
The Contractor shall be responsible for the safety of persons employed by him on the works and shall report the accidents to the Employer.
19. Documents to be complementary
All Sections of Contract Documents and working drawings shall be complementary to each other. In case of ambiguities, discrepancies or contradictions between any two sections, Employer/Consultants' decisions shall be final and binding on the Contractor for interpretation of same.
20. Contractor's Superintendence
The Contractor shall appoint technically qualified and experienced persons to supervise the work at site. The Contractor shall obtain the approval from Employer/Consultants about competence of such persons.
21. Inspection by Contractor
The Contractor shall inspect all the works and satisfy himself before same is offered for inspection to the Employer/Consultants.
22. Removal of Debris
Contractor shall arrange to dispose of debris, wood shaving and any other waste product created while carrying out the work, outside Employer's premises. The Contractor shall take due care while disposing of such waste materials and ensure that any rules/regulations laid down by Municipal/Employer or any other statutory Body are not violated. The Contractor shall be responsible and answerable to

any complaint arising out of improper disposal of wastage. Quoted rates shall include the cost of same and no extra payments shall be made towards this account.

23. Mock-up
The Contractor shall prepare a mock-up of each item, if required, strictly in accordance with the specifications free of cost, for approval of Consultants and Employer. The work on these items shall proceed further only after the approval of the mock-up.

Rates quoted by the Contractor for the work to be carried out shall be valid for all floors including basement.

The Contractor shall submit original copies of invoices, order forms for any materials purchased for project work, to Employer/Consultants.

The Contractor shall calculate realistic quantities after receipt of drawings and after submitting first interim bill but before submitting the second interim bill to Employer/Consultants.

24. Works at Night
Since the Contractor is also required to work at night in order to complete the work within the time schedule, the Contractor shall provide and maintain at his own cost sufficient light to enable the work to proceed satisfactorily without danger.

The rates quoted by the tenderer in the schedule of quantities will be deemed to be for the finished work and shall include all charges for:

- a. Materials, Labour, maintenance, fixing, arranging, cleaning, making good, hauling etc.
- b. Plant, double scaffolding, framework, English ladders, ropes, nails, spikes, tools, materials and workmen, protection from weather, temporary supports, platform and the maintenance of the same.
- c. Covering for the walling and other works during inclement weather or strikes or whenever directed, as necessary.
- d. All temporary canvas, lights, tarpaulin, barricade, water shoot etc.
- e. All measures required to be taken for protection of existing works.
- f. All such temporary weather-proof sheds at such places and in a manner approved by the Consultants for the storage and protection of materials against the effects of sun and rain.
- g. All testing of materials.
- h. No tools and plant shall be issued by the Employer under the Contract.
- i. All present and future taxes, levies, duties, fees etc.

25. Rates to be valid for additional scope of work
Rates quoted by the tenderer shall be valid for a period of 180 days from the date of awarding the tender or till completion of work whichever is later. If Employer decides to place work order for additional scope of work in the same premises or to amend the original work order for additional scope of work in the same premises, the contractor shall be bound to accept the same at rates contained in the original tender; provided such work order or amendment is issued prior to completion of the work contained in the original tender. However, any decision in this regard shall be taken by the Employer only.

26. Dimensions written on drawings are to be followed. No scaling of any drawings shall be carried out at site by workmen/labour during execution of work. The clarifications, if any, required for the execution of any item shall be timely given by the Employer/consultants in weekly coordination site meetings.

27. The running bills whenever submitted to the consultant for certification process should accompany the running measurement sheets containing those items which are billed in that particular running bill. The measurement sheets produced by the contractor should be jointly checked fully/partially as desired by the Employer/consultants.
28. No disturbance should be observed/noticed in measured quantities written in measurement sheets & billed quantity for which the measured quantity takes precedence on billed quantity & the bill shall be corrected & certified accordingly.
9. No escalation is allowed/permitted in quoted rates in the tender which should be valid at least for 180 days from the date of awarding the job to the successful contractor, or till the completion date, whichever is later.
30. Weekly site co-ordination meetings shall be conducted for the contractors working on site & proper intimations should be given to the Employer/consultants in order to monitor the project more efficiently. The relative decision for the execution of tender items shall be given in these meetings by Employer/consultants by producing working drawings/hand-made sketches if any. Contractor's senior representatives/partner/director shall attend these meetings.
31. Working on holidays
The contractor is required to take permission from local authorities of Employer/consultants for working of extra hours at night & on public holidays by ensuring no inconvenience to inhabitants of the premises & other offices as well as neighbours. For timely completion of project, contractor is required to produce more labor & regular material supply as required on site as directed by consultants.
32. The contractor shall shift the existing furniture to other destination as directed by Employer/consultants if any, for which inventory for furniture shall be made & submitted to Employer for further record for which no claim shall be entertained by Employer/consultants. Any loose furniture's such as chairs, tables, etc. to be handed over to the Employer.
33. The contractor shall submit a report from the manufacturers of various materials used in the work as instructed by the consultant/Employer.
4. The entire work or part work may be inspected by CTE's organization, CVC, New Delhi. Any tests suggested by them shall be carried out by the contractor at his own cost. Any recovery/deduction suggested by CTE shall be recovered from the contractor.
35. As the entire work is to be completed in the scheduled time, the Employer may permit the contractor to make the loose furniture in his factory/workshop and supply to the site after consultants' inspection.
36. If the contractor fails to complete the work as per above schedule the Employer will have a right to levy penalty at the rate given in appendix to format tender.
37. All drawings shall remain property of Employer. The drawings are to be used only for the project concerned.