

# **TENDER DOCUMENT**

**FOR**

## ***Interior & Furnishing Work for Handicrafts Emporium (ADWITYA ALEAP)***

**Bid Ref No: 02/2023**

**(To be used for furnishing bids by the  
eligible firms)**

**Address for  
Communication”**

***Association of Lady Entrepreneurs of India, D.No.8-2-120/86/9/A/30,  
1<sup>st</sup> Floor, Road No.2, Banjara Hills, Hyderabad – 500 034.***

**Association of Lady Entrepreneurs of India**

**E-mail ID: aleap93@gmail.com**

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## Notice Inviting Tender

President and Management committee, on behalf of Association of Lady Entrepreneurs of India invites online Tenders from the Contractors for the **Interior & Furnishing Work for Handicrafts Emporia (ADWITYA ALEAP)**

Details of tenders are as under:

1.	Name of Work	:	<b>Interior &amp; Furnishing Work for Handicrafts Emporia (ADWITYA ALEAP)</b>
2.	Time allowed for completion	:	<b>180 days</b> from date of Commencement. The Date of commencement shall be reckoned 7 days from the date of letter of award or handing over of the site, whichever is later.
3.	Earnest Money Deposit (1% of Estimated cost)	:	<b>Rs.48,000/- (Rupees Forty Eight Thousand Only)</b> by crossed Bank Draft / Banker's Cheque drawn in favour of Association of Lady Entrepreneurs of India <b>(to be enclosed in sealed envelope as a part of Technical Bid).</b>
4.	Initial Security Deposit	:	2% of the total value of the contract including Earnest Money.
5.	Tender processing fees	:	A non-refundable amount of Rs. 500/- (Rupees Five Hundred only) in form of DD/Banker's Cheque in favour of Association of Lady Entrepreneurs of India <b>to be enclosed in sealed envelope as a part of Technical Bid.</b>
6.	Retention Money	:	5% of Contract value (No interest shall be paid on EMD, ISD, Retention Money)
7.	Last date and time of receipt of Tenders	:	<b>07/03/2024 up to 4.00 p.m.</b>
8.	Address at which the Tenders are to be submitted	:	<b>Technical Bid: EMD &amp; COST of tender document in a sealed envelope to Association of Lady Entrepreneurs of India, D.No.8-2-120/86/9/A/30, 1<sup>st</sup> Floor, Road No.2, Banjara Hills, Hyderabad – 500 034.</b>  <b>Price Bid: A Print of Price Bid, duly signed on all pages, to be submitted in separate envelope along with above.</b>

9.	Date and time of opening of Tenders	:	<b>11/03/2024 at 3.30 p.m.</b> <b><i>Technical Bid: In hard copy (EMD &amp; Cost of Tender document).</i></b> <b><i>Price Bid: Online which will be opened after scrutiny of Technical Bid.</i></b>
10.	Place of opening Tenders	:	<i>Association of Lady Entrepreneurs of India, D.No.8-2-120/86/9/A/30, 1<sup>st</sup> Floor, Road No.2, Banjara Hills, Hyderabad – 500 034.</i>
11.	Defects Liability Period	:	<i>12 months from the date of virtual completion of work.</i>
12.	Validity of Offer	:	<i>15 days from the date of opening the Tenders.</i>
13.	Liquidated Damages	:	<i>At the rate of 0.5% of the Contract Value per week which subject to a maximum of 5% of the accepted Contract Value .If a contractor delay the work unnecessarily, in addition to liquidated damages, he will be de-barred from participating in tenders, in future.</i>

Envelope marked **Cover 1** containing Earnest Money Deposit along with Covering Letter and proof of submission of Cost of Tender Document in Union Bank of India, Account No. 171411100000663, IFSC Code: UBIN0817147, Pragathi Nagar, Kukatpally Branch, Medchal/Malkajgiri District - 500090t, will be opened if the Earnest Money Deposit or Cost of Tender Document is not found as prescribed, the tender shall be rejected.

Envelope marked **Cover 2** containing Price Bid shall be opened of those bidders, whose Technical Bid is found in order.

In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.

President and Management Committee of Association of Lady Entrepreneurs of India has the right to accept / reject any or all tenders without assigning any reasons.

**For and on behalf of -----**

**SIGNATURE OF THE TENDERER**

## **INSTRUCTIONS TO THE TENDERERS**

### **1.0 Scope of Work**

Sealed tenders are invited by President & Management Committee for and on behalf of Association of Lady Entrepreneurs of India for the work of ***Interior & Furnishing Work for Handicrafts Emporia (ADWITYA ALEAP)***

### **1.1 Site and its Location**

The proposed work is to be carried out at ***Proposed new premises at ALEAP Common Facility Building, ALEAP Industrial Estate, Near Pragathi Nagar, Gajularamaram, Medchal – Malkajgiri District, Hyderabad – 500090***

### **2.0 Tender Documents**

2.1 The work has to be carried out strictly according to the conditions stipulated in the tender consisting the following documents and the most workmen like manner.

Instructions to Tenderers

General Conditions of Contract

Special Conditions of Contract

Technical Specifications

Drawings

Price Bid

2.2 The above documents shall be taken as complementary and mutually explanatory of one another but in case of ambiguities or discrepancies, shall take precedence in the order given below:

- a) Price Bid
- b) Technical Specifications
- c) Special Conditions of Contract
- d) General Condition of Contract
- e) Instruction to Tenderers

2.3 Complete set of tender documents including relative drawings can be collected from Association of Lady Entrepreneurs of India, D.No.8-2-120/86/9/A/30, 1<sup>st</sup> Floor, Road No.2, Banjara Hills, Hyderabad – 500 034.

2.4 The tender documents are not transferable.

### **3.0 Site Visit**

3.1 The tenderer must obtain himself on his own responsibility and his own expenses all information and data which may be required for the purpose of filling this tender document and enter into a contract for the satisfactory performance of the work. The tenderer is requested satisfy himself regarding the availability of water, power, transport and communication facilities, the character quality and quantity of the materials, labour, the law and order situation, climatic conditions, local authorities' requirement, traffic regulations site etc;

The tenderer will be fully responsible for considering the financial effect of any or all the factors while submitting his tender.

#### 4.0 **Earnest Money**

4.1 The tenderers are requested to submit the Earnest Money of **Rs.48,000/- (Rupees Forty Eight Thousand Only)** in the form of Demand Draft or Bankers' Cheque in favour of **Association of Lady Entrepreneurs of India** drawn on any Bank in India.

4.2 EMD in any other form other than as specified above will not be accepted. Tender not accompanied by the EMD in accordance with clause 4.1 above shall be rejected.

4.3 No interest will be paid on the EMD.

4.4 EMD of unsuccessful tenderers will be refunded within 30 days of award of Contract.

4.5 EMD of successful tenderer will be retained as a part of security deposit.

#### 5.0 **Initial Security Deposit**

The successful tenderer will have to submit a sum equivalent to 2% of contract value less EMD, by means of Demand Draft drawn in favour of **Association of Lady Entrepreneurs of India** within a period of 15 days of acceptance of tender.

#### 6.0 **Security Deposit**

6.1 Total security deposit shall be 5% of contract value. Out of this 2% of contract value is in the form of initial security deposit, which includes the EMD. Balance 3% shall be deducted from the running account bill of the work at the rate of 10% of the respective running account bills i.e., deduction from each running bill account will be 10% till total 3% of contract value is reached. 50% of the total security shall be paid to the contractors on the basis of certifying the virtual completion. The balance of 50% would be paid to the contractors after the defects liability period as specified in the contract.

6.2 No interest shall be paid to the amount retained by the Bank as Security Deposit.

#### 7.0 **Signing of Contract Documents**

The successful tenderer shall be bound to implement the contract by signing an agreement and conditions of contract attached herewith within 15 days from the receipt of intimation of acceptance of his tender by the Association **of Lady Entrepreneurs of India** . However, the written acceptance of the tender by the (Client) will constitute a binding agreement between the (Client) and successful tenderer whether such formal agreement is subsequently entered into or not.

#### 8.0 **Completion Period**

Time is the essence of the contract. The work should be completed in all respects in accordance with the terms of contract within a period of **180 Days** from 7<sup>th</sup> day of the date of award of letter or handing over of the site, whichever is later.

#### 9.0 **Validity of Tender**

Tenders shall remain valid and open for acceptance for a period of 3 (Three) months from the date of opening price bid. If the tenderer withdraws his/her offer during the validity period or makes modifications in his/her original offer which are not acceptable to the (client) without prejudice to any other right or remedy the (Client) shall be at liberty to forfeit the EMD.

**10.0 Liquidated Damages**

The liquidated damages shall be 0.5% per week subject to a maximum of 5% of the accepted Contract Value.

**11.0 Rate and Prices:**

11.1 The tenderers shall quote their rates for individual items both in words and figures. In case of discrepancy between the rate quoted in words and figures the unit rate quoted in words will prevail. If no rate is quoted for a particular item the contractor shall not be paid for that item when it is executed.

The amount of each item shall be calculated and the requisite total is given. In case of discrepancy between the unit rate and the total amount calculated from multiplication of unit rate and the quantity the unit rate quoted will govern and the total amount will be corrected.

11.2 The tenderers need not quote their rates for which no quantities have been given. In case the tenderers quote their rates for such items those rates will be ignored and will not be considered during execution.

11.3 The tenderers should not change the units as specified in the tender. If any unit is changed the tenders would be evaluated as per the original unit and the contractor would be paid accordingly.

11.4 The tenderer should not change or modify or delete the description of the item. If any discrepancy is observed, he should immediately bring to the knowledge of the (Client).

11.5 Each page of the BOQ shall be signed by the authorized person and cutting or over writing shall be duly attested by him.

11.6 Each page shall be totaled and the grand total shall be given.

11.7 The rate quoted shall be firm and shall include all costs, allowances, taxes, levies etc. and deduction at source for Income Tax; Work Contract Tax etc. will be made as per statutory rules.

## GENERAL CONDITIONS OF CONTRACT

### 1.0 Definitions:

"Contract means the documents forming the tender and the acceptance thereof and the formal agreement executed between *Association of Lady Entrepreneurs of India* (client) and the contractor, together with the documents referred therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the *Association of Lady Entrepreneurs of India* (Client) and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

1.1 In the contract the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them.

1.1.1 (Client name and address) and includes the client's representatives, successors and assigns.

1.1.2 'The Contractor' shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal personal representative of such individual or the composing the firm or company and the permitted assignees of such individual or firms of company.

The expression 'works' or 'work' shall mean the permanent or temporary work described in the "Scope of work" and / or to be executed in accordance with the contract and includes materials, apparatus, equipment, temporary supports, fittings and things of all kinds to be provided, the obligations of the contractor hereunder and work to be done by the contractor under the contract.

1.1.3 'Engineer' shall mean the representative of the (Consultant)

1.1.4 'Drawings' shall mean the drawings prepared by the (Client) and issued by the Engineer and referred to in the specifications and any modifications of such drawings as may be issued by the Engineer from time to time. 'Contract Value' shall mean the value of the entire work as stipulated in the letter of acceptance of tender subject to such additions thereto or deductions there from as may be under the provision herein after contained.

1.1.5 'Specifications' shall mean the specifications referred to in the tender and any modifications thereof as may time to time be furnished or approved by the (Client) "Month" means calendar month.

1.1.6 "Week" means seven consecutive days.

1.1.7 "Day" means a calendar day beginning and ending at 00 Hrs. and 24 Hrs. respectively.

### 2.0 Total Security Deposit

Total Security Deposit comprise of

Earnest Money Deposit

Initial Security Deposit

Retention Money



**a) Earnest Money Deposit:**

The tenderer shall furnish EMD of **Rs. 48,000/- (Rupees Forty Eight Thousand only)** in the form of Demand Draft or Banker's cheque drawn in favour of **Association of Lady Entrepreneurs of India** payable at Hyderabad on any Scheduled Bank. No tender shall be considered unless the EMD is so deposited in the required form. No interest shall be paid on this EMD. The EMD of the unsuccessful tenderer shall be refunded soon after the decision to award the contract is taken without interest. The EMD shall stand absolutely forfeited if the tenderer revokes his tender at any time during the period when he is required to keep his tender open acceptance by the (Client) or after it is accepted by the (Client) the contractor fails to enter into a formal agreement or fails to pay the initial security deposit as stipulated or fails to commence the work within the stipulated time.

**b) Initial Security Deposit (ISD)**

The amount of ISD shall be 2% of accepted value of tender including the EMD. Balance of ISD (i.e. excluding EMD) is to be submitted in the form of D/D drawn on any scheduled Bank and shall be deposited within 15 days from the date of letter of acceptance of tender.

**c) Retention Money:**

Besides the ISD as deposited by the contractor in the above said manner the retention money shall be deducted from the running account bill at the rate of 10% of the gross value of work done by the contractor and claimed in each bill provided the total security deposit i.e. the ISD plus Retention Money shall both together not exceed 5% of the contract value. 50% of the total security deposit shall be refunded to the contractor without any interest on issue of Virtual Completion certificate by the (Client). The balance 50% of the total security deposit shall be refunded to the contractors without interest within fifteen days after the end of defects liability period provided the contractor has satisfactorily attended to all defects in accordance with the conditions of contract including site clearance.

**d) Language**

The language in which the contract documents shall be drawn shall be in English.

**3.0 Errors, Omissions and Discrepancies**

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

- i) Between scaled and written dimension (or description) on a drawing, the latter shall be adopted.
  - ii) Between the written or shown description or dimensions in the drawings and the corresponding one in the specification the former shall be taken as correct.
  - iii) Between written description of the item in the specifications and descriptions in bills of quantities of the same item, the latter shall be adopted.
- a) In case of difference between rates written in figures and words, the rate in words shall prevail.
  - b) Between the duplicate / subsequent copies of the tender, the original tender shall be taken as correct.

**4.0 Scope of Work:**

The contractor shall carryout complete and maintain the said work in every respect strictly in accordance with this contract and with the directions of and to the satisfaction of the (Client). The Engineer at the directions of the (Client) from time to time issue further drawings and / or written instructions, details directions and explanations which are hereafter collectively referred to as (Client's) instructions in regard to the variation or modification of the design, quality or quantity of work or the addition or omission or substitution of any work. Any discrepancy in the

drawings or between the BOQ and / or specifications. The removal from the site of any material brought thereon by the contractor and any substitution of any other materials thereof, the demolition, removal and / or re-execution of any work executed by him. The dismissal from the work of any person employed / engaged thereupon.

**5.0 i) Letter of Acceptance:**

Within the validity period of the tender the (Client) shall issue a letter of acceptance either directly or through the Engineer by registered post or otherwise depositing at the address of the contractor as given in the tender to enter into a Contract for the execution of the work as per the terms of the tender. The letter of acceptance shall constitute a binding contract between the (Client) and the contractor.

**ii) Contract Agreement:**

On receipt of intimation of the acceptance of tender from the (Client) the successful tenderer shall be bound to implement the contract and within fifteen days thereof he shall sign an agreement in a non-judicial stamp paper of appropriate value.

**6.0 Ownership of Drawings:**

All drawings, specifications and copies thereof furnished by the (Client) through Engineer are the properties of the (Client). They are not to be used on other work.

**7.0 Detailed Drawings and Instructions:**

The (Client) shall furnish with reasonable promptness additional instructions by means of drawings or otherwise necessary for the proper execution of work. All such drawings and instructions shall be consistent with the contract documents, true developments thereof and reasonably inferable there from.

The work shall be executed in conformity therewith and the contractor prepare a detailed program schedule indicating therein the date of start and completion of various activities on receipt of the work order and submit the same to the (Client).

**8.0 Copies of Agreement**

Two copies of agreement duly signed by both the parties with the drawings shall be handed over to the contractors.

**9.0 Liquidated Damages:**

If the contractor fails to maintain the required progress in terms of clause 30 of GCC or to complete the work and clear the site including vacating their office on or before the contracted or extended date or completion without justification in support of the cause of delay, he may be called upon without prejudice to any other right of remedy available under the law to the (Client) on account of such breach to pay a liquidated damages at the rate of 0.5% of the contract value per week which is subject to a maximum of 5% of the contract value.

**10.0 Materials, Appliances and Employees**

Unless or otherwise specified the contractor shall provide and pay for all materials, labour, water, power, tools, equipment transportation and any other facilities that are required for the satisfactory execution and completion of the work. Unless or otherwise specified all materials shall be new and both workmanship and materials shall be of best quality. The contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him. Workman whose work or behavior is found to be unsatisfactory by the (Client) he shall be removed from the site immediately.

**11.0 Permits, Laws and Regulations:**

Permits and licenses required for the execution of the work shall be obtained by the

contractor at his own expenses. The contractor shall give notices and comply with regulations, laws, and ordinances rules, applicable to the contract. If the contractor observes any discrepancy between the drawings and specifications, he shall promptly notify the (Client) in writing. If the contractor performs any act which is against the law, rules and regulations he shall meet all the costs arising there from and shall indemnify the (Client) any legal actions arising there from.

**12.0 Setting out Work:**

The contractor shall set out the work and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof and get it approved by the (CLIENT) before proceeding with the work. If at any time any error in this respect shall appear during the progress of the works, irrespective of the fact that the layout had been approved by the (CLIENT) the contractor shall be responsible for the same and shall at his own expenses rectify such error, if so, required to satisfaction of the (CLIENT)/ (CLIENT).

**13.0 Protection of Works and Property:**

The contractor shall continuously maintain adequate protection of all his work from damage and shall protect the (CLIENT)'s properties from injury or loss arising in connection with contract. He shall make good any such damage, injury, loss due to his fault or negligence except which are due to causes beyond his control.

He shall take adequate care and steps for protection of the adjacent properties. The contractor shall take all precautions for safety and protections of his employees on the works and shall comply with all applicable provisions of Govt. and local bodies safety laws and building codes to prevent accidents, or injuries to persons or property of about or adjacent to his place of work. The contractor shall take insurance covers as per clause 26.0 at his own cost. The policy may take in joint names of the contractor and the (CLIENT) and the original policy may be lodged with the (CLIENT).

**14.0 Inspection of Work:**

The (CLIENT) or their representatives shall at all reasonable times have free access to the work site and/ or to the workshop, factories, or other places where materials are lying or from where they are obtained and the contractor shall give every facility to the (CLIENT) and their representatives necessary for inspection and examination and test of the materials and workmanship. No person unless authorized by the (CLIENT) except the representative of Public authorities shall be allowed on the work at any time. The proposed work either during its construction stage or its completion can also be inspected by the Chief Technical Examiner's organization a wing of Central Vigilance Commission.

**15.0 Assignment and Subletting**

The whole of work included in the contact shall be executed by the contractor and he shall not directly entrust and engage or indirectly transfer, assign or underlet the contract or any part or share thereof or interest therein without the written consent of the (CLIENT) through the (CLIENT) and no undertaking shall relieve the contractor from the responsibility of the contractor from active superintendence of the work during its progress.

**16.0 Quality of Materials, Workmanship & Test**

All materials and workmanship shall be best of the respective kinds described in the contract and in accordance with (CLIENT) instructions and shall be subject from time to time to such tests as the (CLIENT) may direct at the place of manufacture or fabrication or on the site or an approved testing laboratory. The contractor shall provide such assistance, instruments, machinery, labour, and materials.

**ii) Samples**

All samples of adequate numbers, size, shades and pattern as per specifications shall be

supplied by the contractor without any extra charges. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site detailed literature / test certificate of the same shall be provided to the satisfaction of the (CLIENT). Before submitting the sample / literature the contractor shall satisfy himself that the material / equipment for which he is submitting the sample / literature meet with the requirement of tender specification. Only when the samples are approved in writing by the (CLIENT) the contractor shall proceed with the procurement and installation of the particular material / equipment. The approved samples shall be signed by the (CLIENT) for identification and shall be kept on record at site office until the completion of the work for inspection / comparison at any time. The (CLIENT) shall take reasonable time to approve the sample. Any delay that might occur in approving the samples for reasons of its not meeting the specifications or other discrepancies inadequacy in furnishing samples of best qualities from various manufacturers and such other aspects causing delay on the approval of the materials / equipment etc. shall be to the account of the contractor.

iii) **Cost of Tests**

The cost / expenditure required for the tests shall be borne by the contractor if such test is intended by or provided for in the specification or BOQ.

iv) **Costs of Tests not provided for**

If any test is ordered by the (CLIENT) which is either

If so intended by or provided for or (in the cases above mentioned) is not so particularized, or though so intended or provided for but ordered by the (CLIENT) to be carried out by an independent person at any place other than the site or the place of manufacture or fabrication of the materials tested or any Government / approved laboratory, then the cost of such test shall be borne by the contractor.

**17.0 Obtaining Information Related to Execution of Work**

No claim by the contractor for additional payment shall be entertained which is consequent upon failure on his part to obtain correct information as to any matter affecting the execution of the work nor any misunderstanding or the obtaining incorrect information or the failure to obtain correct information relieve him from any risks or from the entire responsibility for the fulfillment of contract.

**18.0 Contractor's Superintendence**

The contractor shall give necessary personal superintendence during the execution of the works and as long, thereafter, as the (CLIENT) may consider necessary until the expiry of the defects liability period stated hereto.

**19.0 Quantities**

- i) The Bill of Quantities (BOQ) unless or otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard Method of Measurements. The rate quoted shall remain valid for variation of quantity against individual item to any extent subject to maximum variation of the contract value by 10%. The entire amount paid under Clause 20, 21 hereof as well as amounts of prime cost and provisional sums, if any, shall be excluded.

**Variation exceeding 10%:** The items of work executed in relation to variation exceeding 10% shall be paid on the basis of provisions of clause 22 (e) hereof.

**20.0 Works to be measured**

The (CLIENT) may from time to time intimate to the contractor that he required the work to be measured and the contractor shall forthwith attend or send a qualified representative to assist the (CLIENT) in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them. Such measurements shall be

taken in accordance with the Mode of measurements detailed in the specifications. The representative of the (CLIENT) shall take joint measurements with the contractor's representative and the measurements shall be entered in the measurement book. The contractor or his authorized representative shall sign all the pages of the measurement book in which the measurements have been recorded in token of his acceptance. All the corrections shall be duly attested by both representatives. No over writings shall be made in the M book should the contractor not attend or neglect or omit to depute his representative to take measurements then the measurements recorded by the representative of the (CLIENT) shall be final. All authorized extra work, omissions and all variations made shall be included in such measurement.

## **21.0 Variations**

No alteration, omission or variation ordered in writing by the (CLIENT) shall vitiate the contract. In case the (CLIENT) thinks proper at any time during the progress of works to make any alteration in, or additions to or omissions from the works or any alteration in the kind or quality of the materials to be used therein, the (CLIENT) shall give notice thereof in writing to the contractor or shall confirm in writing within seven days of giving such oral instructions the contractor shall alter to, add to, or omit from as the case may be in accordance with such notice, but the contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the contract, stipulations, specifications or contract drawings without previous consent in writing of the (CLIENT) and the value of such extras, alterations, additions or omissions shall in all cases be determined by the (CLIENT) and the same shall be added to or deducted from the contract value, as the case may be.

## **22.0 Valuation of Variations**

No claim for an extra shall be allowed unless it shall have been executed under the authority of the (CLIENT) with the concurrence of the (CLIENT) as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.

- a)
  - i) The net rates or prices in the contract shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced herein.
  - ii) Rates for all items, wherever possible should be derived out of the rates given in the priced BOQ.
- b) The net prices of the original tender shall determine the value of the items omitted, provided if omissions do not vary the conditions under which any remaining items of works are carried out, otherwise the prices for the same shall be valued under sub-clause (c) hereunder.
- c) Where the extra works are not of similar character and /or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items or works are carried out, then the contractor shall within 7 days of the receipt of the letter of acceptance inform the (CLIENT) of the rate which he intends to charge for such items of work, duly supported by analysis of the rate or rates claimed and the (CLIENT) shall fix such rate or prices as in the circumstances in his opinion are reasonable and proper, based on the market rate.
- d) Where extra work cannot be properly measured or valued the contractor shall be allowed day work prices at the net rates stated in the tender of the BOQ or, if not, so stated then in accordance with the local day work rates and wages for the district; provided that in either case, vouchers specifying the daily time (and if required by the (CLIENT)) the workman's name and materials employed be delivered for verifications to the (CLIENT) at or before the end of the week following that in which the work has been executed.
- e) It is further clarified that for all such authorized extra items where rates cannot be derived from the tender, the Contractor shall submit rates duly supported by rate analysis worked

on the market rate basis" for material, labour, hire / running charges of equipment and wastage etc. plus 15% towards establishment charges, contractor's overheads and profit. Such items shall not be eligible for escalation.

### **23.0 Final Measurement**

The measurement and valuation in respect of the contract shall be completed within six months of the virtual completion of the work.

### **24.0 Virtual Completion Certificate (VCC)**

On successful completion of entire works covered by the contract to the full satisfaction of the (CLIENT), the contractor shall ensure that the following works have been completed to the satisfaction of the (CLIENT).

- a) Clear the site of all scaffolding, wiring, pipes, surplus materials, contractor's labour, equipment and machinery.
- b) Demolish, dismantle and remove the contractor's site office, temporary works, structures including labour sheds/camps and constructions and other items and things whatsoever brought upon or erected at the site or any land allotted to the contractor by the (CLIENT) and not incorporated in the permanent works.
- c) Remove all rubbish, debris etc. from the site and the land allotted to the contractor by the (CLIENT) and shall clear, level and dress, compact the site as required by the (CLIENT).
- d) Shall put the (CLIENT) in undisputed custody and possession of the site and all land allotted by the (CLIENT).
- e) Shall hand over the work in a peaceful manner to the (CLIENT).
- f) All defects / imperfections have been attended and rectified as pointed out by the (CLIENT) to the full satisfaction of (CLIENT).

Upon the satisfactory fulfillment by the contractor as stated above, the contractor shall be entitled to apply to the (CLIENT) for the certificate. If the (CLIENT) is satisfied of the completion of the work. Relative to which the completion certificate has been sought, the (CLIENT) shall within fourteen (14) days of the receipt of the application for virtual completion certificate, issue a VCC in respect of the work for which the VCC has been applied.

This issuance of a VCC shall be without prejudice to the (CLIENT)'s rights and contractor's liabilities under the contract including the contractor's liability for defects liability period nor shall the issuance of VCC in respect of the works or work at any site be construed as a waiver of any right or claim of the (CLIENT) against the contractor in respect of works or work at the site and in respect of which the VCC has been issued.

### **25.0 Work by other Agencies**

The (CLIENT) reserves the rights to use premises and any portion of the site for execution of any work not included in the scope of this contract which it may desire to have carried out by other persons simultaneously and the contractor shall not only allow but also extend reasonable facilities for the execution of such work, the contractor, however, shall not be required to provide any plant or material for the execution of such work except by special arrangement with the (CLIENT). Such work shall be carried out in such manner not to impede the progress of the works included in the contract.

### **26.0 Insurance of Works**

- 26.1 Without limiting his obligations and responsibilities under the contract, the contractor shall insure in the joint names of the (CLIENT) and the contractor against all loss of damages from whatever cause arising other than the excepted risks, for which he is responsible under the terms of contract and in such a manner that the (CLIENT) and contractor are covered for

the period stipulated in clause 28 of GCC and are also covered during the period of maintenance for loss or damage arising from a cause, occurring prior to the commencement of the period of maintenance and for any loss or damage occasioned by the contractor in the course of any operations carried out by him for the purpose of complying with his obligations under clause.

- a) The works for the time being executed to the estimated current Contract value thereof, or such additional sum as may be specified together with the materials for incorporation in the works at their replacement value.
- b) The constructional plant and other things brought on to the site by the contractor to the replacement value of such constructional plant and other things.
- c) Such insurance shall be effected with an insurer and in terms approved by the (CLIENT) which approval shall not be unreasonably withheld and the contractor shall whenever have required produce to the (CLIENT) the policy if insurance and the receipts for payment of the current premiums.

#### 26.2 **Damage to Persons and Property**

The contractor shall, except if and so far as the contract provides otherwise indemnify the **(CLIENT)/ (Engineer)** against all losses and claims in respect of injuries or damages to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution and maintenance of the works and against all claims proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto except any compensation of damages for or with respect to:

- a) The permanent use or occupation of land by or any part thereof.
- b) The right of (CLIENT) to execute the works or any part thereof on, over, under, in or through any lands.
- c) Injuries or damages to persons or properties which are unavoidable result of the execution or maintenance of the works in accordance with the contract.
- d) Injuries or damage to persons or property resulting from any act or neglect of the (CLIENT) their agents, employees or other contractors not being employed by the contractor or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the contractor, his servants or agents such part of the compensation as may be just and equitable having regard to the extent of the responsibility of the (CLIENT), their employees, or agents or other employees, or agents or other contractors for the damage or injury.

#### 26.3 **Contractor to Indemnify (CLIENT)**

The contractor shall indemnify the (CLIENT) against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision sub- clause 26.2 of this clause.

#### 26.4 **Contractor's Superintendence**

The contractor shall fully indemnify and keep indemnified the (CLIENT) against any action, claim, or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claim made under or action brought against **(CLIENT)/ (Engineer)** in respect of such matters as aforesaid the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expenses to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the **(CLIENT)/ (Engineer)** if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the (CLIENT) in this behalf.

## **26.5 Third Party Insurance**

**26.5.1** Before commencing the execution of the work the contractor but without limiting his obligations and responsibilities under clause 26.0 of GCC shall insure against his liability for any material or physical damage, loss or injury which may occur to any property including that of (CLIENT), or to any person, including any employee of the (CLIENT), by or arising out of the execution of the works or in the carrying out of the contract, otherwise than due to the matters referred to in the provision to clause 26.0 thereof.

### **26.5.2 Minimum amount of Third Party Insurance**

Such insurance shall be effected with an insurer and in terms approved by the (CLIENT) which approval shall not be reasonably withheld and for at least the amount stated below. The contractor shall, whenever required produce to the (CLIENT) the policy or policies of insurance cover and receipts for payment of the current premiums.

**26.5.3** The minimum insurance cover for physical property, injury, and death is Rs. 1 lacs per occurrence with the number of occurrences limited to four. After each occurrence contractor will pay additional premium necessary to make insurance valid for four occurrences always.

## **26.6 Accident or Injury to Workman**

The (CLIENT) shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or any sub-contractor, save and except an accident or injury resulting from any act or default of the (CLIENT) or their agents, or employees. The contractor shall indemnify and keep indemnified (CLIENT) against all such damages and compensation, save and except as aforesaid and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

### **26.6.1 Insurance against Accidents etc. to Workmen**

The contractor shall insure against such liability with an insurer approved by the (CLIENT) during the whole of the time that any persons are employed by him on the works and shall, when required, produce to the (CLIENT) such policy of insurance and receipt for payment of the current premium. Provided always a that, in respect of any persons employed by any sub-contractor the contractor's obligation to insure as aforesaid under this sub-clause shall be satisfied if the sub contractor shall have insured against the liability in respect of such persons in such manner that (CLIENT) is indemnified under the policy but the contractor shall require such sub-contractor to produce to the (CLIENT) when required such policy of insurance and the receipt for the payment of the current premium.

### **26.6.2 Remedy on Contractor's failure to Insure:**

If the contractor fails to effect and keep in force the insurance referred to above or any other insurance which he may be required to effect under the terms of contract, then and in any such case the (CLIENT) may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the (CLIENT) as aforesaid and also deduct 15% of contract value from any amount due or which may become due to the contractor, or recover the same as debt from the contractor.

Without prejudice to the others rights of the (CLIENT) against contractors. In respect of such default, the employer shall be entitled to deduct from any sums payable to the contractor the amount of any damages costs, charges, and other expenses paid by the (CLIENT) and



which are payable by the contractors under this clause. The contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the monies received from the insurer in respect of such damage shall be paid to the contractor and the contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

### **27.0 Commencement of Works:**

The date of commencement of the work will be reckoned as the recorded date of handing over site by the (CLIENT) or **7 days** from the date of issue of letter of acceptance of the tender by the (CLIENT) whichever is later.

### **28.0 Time for Completion**

Time is essence of the contract and shall be strictly observed by the contractor. The entire work shall be completed within a period of **180 Days** from the date of commencement. If required in the contract or as directed by the (CLIENT). The contractor shall complete certain portions of work before completion of the entire work. However, the completion date shall be reckoned as the date by which the whole work is completed as per the terms of the contract.

### **29.0 Extension of Time**

If, in the opinion of the (CLIENT), the work be delayed for reasons beyond the control of the contractor, the Contractor may submit a recommendation to the (CLIENT) to grant a fair and reasonable extension of time for completion of work as per the terms of contract. If the contractor needs an extension of time for the completion of work or if the completion of work is likely to be delayed for any reasons beyond the due date of completion as stipulated in the contract, the contractor shall apply to the (CLIENT) through the (Engineer) in writing at least 30 days before the expiry of the scheduled time and while applying for extension of time he shall furnish the reasons in detail and his justification if any, for the delays. The (Engineer) shall submit their recommendations to the (CLIENT) in the prescribed format for granting extension of time. While granting extension of time the contractor shall be informed the period-extended time which will qualify for levy of liquidated damages. For the balance period in excess of original stipulated period and duly sanctioned extension of time by the (CLIENT) the provision of liquidated damages as stated under clause 19.0 of GCC shall become applicable. Further the contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

### **30.0 Rate of Progress**

Whole of the materials, plant and labour to be provided by the contractor and the mode, manner and speed of execution and maintenance of the works are to be of a kind and conducted in a manner to the satisfaction of the (CLIENT) should the rate of progress of the work or any part thereof be at any time be in the opinion of the (CLIENT) too slow to ensure the completion of the whole of the work by the prescribed time or extended time for completion the (CLIENT) shall thereupon take such steps as considered necessary by the (CLIENT) to expedite progress so as to complete the works by the prescribed time or extended time. Such communications from the (CLIENT) neither shall relieve the contractor from fulfilling obligations under the contract nor he will be entitled to raise any claims arising out of such directions.

### **31.0 Work during Nights and Holidays**

Subject to any provision to the contrary contained in the contract no permanent work shall save as herein provided be carried on during the night or on holidays without the permission in writing of the (CLIENT), save when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the work in which case the contractor shall immediately advise the (CLIENT). However, the provisions of the clause shall not be

applicable in the case of any work which becomes essential to carry by rotary or double shifts in order to achieve the progress and quality of the part of the works being technically required and continued with the prior approval of the (CLIENT) at no extra cost to the (CLIENT).

All work at night after obtaining approval from competent authorities shall be carried out without unreasonable noise and disturbance.

### **32.0 No Compensation or Restriction of Work.**

If at any time after acceptance of the (CLIENT) shall decide to abandon or reduce the scope of work for any reason whatsoever and hence not required the whole or any part of the work to be carried out, the (CLIENT) shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work fully but which he did not derive in consequence of the foreclosure of the whole or part of the work.

Provided that the contractor shall be paid the charges on the cartage only of materials actually and bonafide brought to the site of the work by the contractor and rendered surplus as a result of the abandonment, curtailment of the work or any portion thereof and then taken back by the contractor, provided however that the (CLIENT) shall have in such cases the option of taking over all or any such materials at their purchase price or a local current rate whichever is less.

"In case of such stores having been issued for (CLIENT) stores and returned by the contractor to stores, credit shall be given to him at the rates not exceeding those at which were originally issued to the contractor after taking into consideration and deduction for claims on account of any deterioration or damage while in the custody of the contractor and in this respect the decision of (CLIENT) shall be final.

### **33.0 Suspension of Work**

- i) The contractor shall, on receipt of the order in writing of the (CLIENT) (whose decision shall be final and binding on the contractor) suspend the progress of works or any part thereof for such time and in such manner as (CLIENT) may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of following reasons.
  - a) On account any default on the part of the contractor, or
  - b) for proper execution of the works or part thereof for reasons other than the default of the contractor, or
  - c) for safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the (CLIENT).

- ii) If the suspension is ordered for reasons (b) and (c) sub-para (i) above: the contractor shall be entitled to an extension of time equal to the period of every such suspension. No compensation whatsoever shall be paid on this account.

### **34.0 Action when the whole Security Deposit is forfeited**

In any case in which under any clause or clauses of this contract, the Contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit the (CLIENT) shall have the power to adopt any of the following course as they may deem best suited to the interest of the (CLIENT).

- a) To rescind the contract (of which rescission notice in writing to the contractor by the (CLIENT) shall be conclusive evidence) and in which case the security deposit of the contractor shall

be forfeited and be absolutely at the disposal of (CLIENT).

- b) To employ labour paid by the (CLIENT) and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and materials (the cost of such labour and materials as worked out by the (CLIENT) shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same manner and at the same rates as if it had been carried out by the contractor under the terms of this contract the certificate of (CLIENT) as to the value of work done shall be final and conclusive against the contractor.
- c) To measure up the work of the contractor, and to take such part thereof as shall be unexecuted, out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess the certificates in writing of the (CLIENT) shall be final and conclusive) shall be borne by original contractor and may be deducted from any money due to him by (CLIENT) under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or sufficient part thereof.

In the event of any of above courses being adopted by the (CLIENT) the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any material or entered into any engagements or make any advances on account of, or with a view to the execution of the work or the performance of the contract and in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum or any work thereto for actually performed under this contract, unless, and until the (CLIENT) will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

### **35.0 Owner's Right to Terminate the Contract**

If the contractor being an individual or a firm commit any 'Act of Insolvency' or shall be adjusted an insolvent or being an incorporated company shall have an order for compulsory winding up voluntarily or subject to the supervision of Govt. and of the Official Assignee of the liquidator in such acts of insolvency or winding up shall be unable within seven days after notice to him to do so, to show to the reasonable satisfaction of the (CLIENT) that he is able to carry out and fulfill the contract, and to give security therefore if so required by the (CLIENT).

Or if the contractor (whether an individual firm or incorporated Company) shall suffer execution to be issued or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor.

Or shall assign or sublet this contract without the consent in writing of the (CLIENT) through the (CLIENT) or shall charge or encumber this contract or any payment due to which may become due to the contractor thereunder:

- a) Has abandoned the contract; or
- b) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 14 days after receiving from the (CLIENT) through the (CLIENT) written notice to proceed, or
- c) Has failed to proceed with the works with such diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or has failed to remove the materials from the site or to pull down and replace work within seven days after written notice from the **(CLIENT)/ (Engineer)** through the (Engineer) that the said materials were condemned and rejected by the (CLIENT) under these conditions; or has neglected or failed persistently to observe and perform all or any the acts, matters or things

by this contract to be observed and performed by the contractor for seven days after written notice shall have been given to the contractor to observe or perform the same or has to be determined of good workmanship or in defiance of the (CLIENT)'s or (Engineer)'s instructions to the contrary subject any part of the contract. Then and in any of said cases the (CLIENT) and or the (ENGINEER), may not withstanding any previous waiver, after giving seven days notice in writing to the contractor, determine the contract, but without thereby affecting the powers of the (CLIENT) or the (Engineer) or the obligation and liabilities of the contractor the whole of which shall continue in force as fully as if the contract had not been so determined and as if the works subsequently had been executed by or on behalf of the contractor. And further the (CLIENT) through the (Engineer) their agents or employees may enter upon and take possession of the work and all plants, tools, scaffoldings, materials, sheds, machineries lying upon the premises or on the adjoining lands or roads use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other contractors or persons to complete the work and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other persons employed for completing and finishing or using the materials and plant for the works.

When the works shall be completed or as soon thereafter as convenient the (CLIENT) or the (Engineer) shall give a notice in writing to the contractor to remove his surplus materials and plants and should the contractor fail to do so within 14 days after receipt thereof by him the (CLIENT)/(Engineer) sell the same by public auction after due publication, and shall adjust the amount realized by such auction. The contractor shall have no right to question any of the act of the (CLIENT)/(Engineer) incidental to the sale of the materials etc.

### **36.0 Certificate of Payment**

The contractor shall be entitled under the certificates to be issued by the (CLIENT) to the contractor within 10 working days from the date of certificate to the payment from (CLIENT)/(Engineer) from time to time. The (CLIENT)/(Engineer) shall recover the statutory recoveries and other dues including the retention amount from the certificate of payment.

Provided always that the issue of any certificate by the (CLIENT) during the progress of works or completion shall not have effect as certificate of satisfaction or relieve the contractor from his liability under clause.

The (CLIENT) shall have power to withhold the certificate if the work or any part thereof is not carried out to their satisfaction.

The (CLIENT) may by any certificate make any corrections required in previous certificate.

The (CLIENT)/(Engineer) shall modify the certificate of payment as issued by the (CLIENT) from time to time while making the payment.

The contractor shall submit interim bills only after taking actual measurements and property recorded in the measurement books

The contractor shall not submit interim bills when the approximate value of work done by him is less than **Rs. 5 lacs** and the minimum interval between two such bills/ final bill shall be one month.

The final bill may be submitted by contractor within a period of one month from the date of virtual completion and (CLIENT) shall issue the certificate of payment within a period of two months. The (CLIENT) shall pay the amount within a period of three months from the date of issue of certificate provided there is no dispute in respect of rates and quantities.

The contractor shall submit the interim bills in the prescribed format with all details.

### **37.0 Settlement of Disputes and Arbitration**

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or those conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter.

- ii) If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the (CLIENT) or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the contractor shall forthwith give notice in writing of his claim, or dispute to the **(CLIENT)** and endorse a copy of the same to the (Engineer), within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the Bank be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the **(CLIENT)** in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the **(CLIENT)** in writing in the manner and within the time aforesaid.
- iii) **(CLIENT)** shall give his decision in writing on the claims notified by the contractor. The contractor may within 30 days of the receipt of the decision of the **(CLIENT)** submit his claims to the conciliating authority namely the **(CLIENT)** for conciliation along with all details and copies of correspondence exchanged between him and the Client
- iv) If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned **Chief General Manager of the Bank** for appointment of an arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.
- v) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the contractor as aforesaid and all claims of the Bank shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the **Chief General Manager of the Bank**, It will also be the objection to any such appointment that the Arbitrator so appointed is a Bank Officer and that he had to deal with the matters to which the Contract relates in the course of his duties as Bank Officer. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the **Chief General Manager of the Bank**. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute alongwith the notice for appointment of arbitrator.

It is also a term of this contract that no person other than a person appointed by **Chief General Manager of the Bank**, as aforesaid should act as arbitrator.

The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under.

It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties. However, no fees will be payable to the arbitrator if he is a Bank Officer.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof, shall be paid and fix or settle the amount of costs to be so paid.

### **38.0 Water Supply**

The contractor shall make his own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following conditions.

That the water used by the contractor shall be fit for construction purposes to the satisfaction of the (CLIENT).

The contractor shall make alternative arrangements for the supply of water if the arrangement made by the contractor for procurement of water in the opinion of the (CLIENT) is unsatisfactory.

The contractor shall construct temporary well / tube well in (CLIENT) land for taking water for construction purposes only after obtaining permission in writing from the (CLIENT). The contractor has to make his own arrangement for drawing and distributing the water at his own cost. He has to make necessary arrangements. To avoid any accidents or damages caused due to construction and subsequent maintenance of the wells. He has to obtain necessary approvals from local authorities, if required, at his own cost. He shall restore the ground to its original conditions after wells are dismantled on completion of work or hand over the well to the (CLIENT) without any compensation as directed by the (CLIENT).

### **39.0 Power Supply**

The CLIENT shall make arrangements for power and supply. The distribution system for driving plant or machinery for the work and for lighting purpose are under the contractor scope. The cost of running and maintenance of the plants are to include in his tender prices. Treasure Trove etc.

Any treasure trove, coin or object antique which may be found on the site shall be the property of (CLIENT) and shall be handed over to Bank immediately.

### **40.0 Method of Measurement**

Unless otherwise mentioned in the schedule of quantities or in mode of measurement, the measurement will be on the net quantities or work produced in accordance with up to date. Rules laid down by the Bureau of Indian Standards. In the event any dispute / disagreement the decision of the (CLIENT) shall be final and binding on the contractor.

### **41.0 Maintenance of Registers**

The contractor shall maintain the following registers as per the enclosed Performa at site of work and should produce the same for inspection of **(CLIENT)/ (Engineer)** whenever desired by them. The contractor shall also maintain the records / registers as required by the local authorities / Govt. form time to time.

- i) Register for Secured Advance

- ii) Register for Hindrance to Work.
- iii) Register for Running Account Bill
- iv) Register for Labour

**43.0 Force Majeure**

- 43.1 Neither contractor nor **(CLIENT)/ (Engineer)** shall be considered in default in performance of their obligations if such performance is prevented or delayed by event such as war, hostilities revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of god or for any other cause beyond the reasonable control of the party affected or prevented or delayed. However, a notice is required to be given within 30 days from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve a notice, within the shortest possible period without delay.
- 43.2 As soon as the cause of force majeure has been removed the party whose ability to perform its obligations has been affected, shall notify the other such cessation and the actual delay incurred in such affected activity adducing necessary evidence in support thereof.
- 43.3 From the date of occurrence of a case of force majeure obligations of the party affected shall be suspended during the continuance of any inability so caused. With the cause itself and inability resulting there from having been removed, the agreed time of completion of the respective obligations under this agreement shall stand extended by a period equal to the period of delay occasioned by such events.
- 43.4 Should one or both parties be prevented from fulfilling the contractual obligations by a state of force majeure lasting to a period of 6 months or more the two parties shall mutually decide regarding the future execution of this Agreement.

**44.0 Local Laws, Acts, Regulations:**

The contractor shall strictly adhere to all prevailing labour laws inclusive of contract labour (regulation and abolition act of 1970) and other safety regulations. The contractor shall comply with the provision of all labour legislation including the latest requirements of all the Acts, laws, any other regulations that are applicable to the execution of the project.

- i) Minimum wages Act 1948 (Amended)
- ii) Payment of wages Act 1936 (Amended)
- iii) Workmen’s compensation Act 1923 (Amended)
- iv) Contract labour regulation and abolition act 1970 and central rules 1971 (Amended)
- v) Apprentice act 1961 (Amended)
- vi) Industrial employed (standing order) Act 1946 (Amended)
- vii) Personal injuries (Compensation insurance) act 1963 and any other modifications
- viii) Employees’ provided fund and miscellaneous provisions Act 1952 and amendment thereof.
- ix) Shop and establishment act
- x) Any other act or enactment relating thereto and rules framed there under from time to time.

**45.0 Accidents**

The contractor shall immediately on occurrence of any accident at or about the site or in connection with the execution of the work report such accident to the (CLIENT). The contractor shall also such report immediately to the competent authority whenever such report is required to be lodged by the law and take appropriate actions thereof.

Signature of Contractor & Seal

## **SPECIAL CONDITIONS OF CONTRACT**

### **1.0 Scope of Work**

The scope of work is to carry out ***Interior & Furnishing Work for Handicrafts Emporia (ADWITYA ALEAP) (CLIENT) at ALEAP Common Facility Building, ALEAP Industrial Estate, Near Pragathi Nagar, Gajularamaram, Medchal – Malkajgiri District, Hyderabad – 500090***

### **2.0 Address of Site**

The site is located at ***Existing Branch of (CLIENT) at ALEAP Common Facility Building, ALEAP Industrial Estate, Near Pragathi Nagar, Gajularamaram, Medchal – Malkajgiri District, Hyderabad – 500090***

### **3.0 Dimension and Levels**

All dimensions and levels shown on the drawing shall be verified by the contractor on the site and he will be held responsible for the accuracy and maintenance of the entire dimension and the levels. Figured dimensions are in all cases to be accepted and no dimension shall be scaled. Large-scale details shall take precedence over small – scale drawing. In case of discrepancy the contractor shall ask for clarification from the (CLIENT) before proceeding with the work.

### **4.0 Notice of Operation**

The contractor shall not carry out any important operation without the consent in writing from the (CLIENT).

### **5.0 Construction Records**

The contractor shall keep and provide to the (CLIENT) full and accurate records of the dimension and positions of all new work and any other information necessary to prepare complete drawings recording details of the work as constructed.

### **6.0 Safety of adjacent Structures and Trees**

The contractor shall provide and erect to the approval of the (CLIENT) such supports as may be required to protect effectively all structures and protective guards to trees which may be endangered by the execution of the works or otherwise take such permanent measures as may be required by the (CLIENT) to protect the trees and structures.

### **7.0 Temporary Works**

Before any temporary works are commenced, the contractor shall submit at least 7 days in advance to the (CLIENT) for approval complete drawings of all temporary works he may require for the execution of the works. The contractor shall carry out the modifications relating to strength, if required by the (CLIENT) may require in accordance with the conditions of contract at his own cost. The contractor shall be solely responsible for the stability and safety of all temporary works an unfinished works and for the quality of the permanent works resulting from the arrangement eventually adopted for their execution.

### **8.0 Temporary Roads (If required)**

The contractor shall provide access roads to the site from the nearest main road at no extra cost and as directed by the (CLIENT). The contractor shall also responsible for proper maintenance of this access road and would take all care to see that existing services, if any, are maintained in working order at his own cost. The laying and maintaining the temporary roads within the site area shall be the contractor's responsibility and the contractor shall take such measures that are necessary and as directed by the (CLIENT).

### **9.0 Water, Power and Other Facilities**



a) The rate quoted by the contractor shall include all expenses that are required for providing all the water required for the work and the contractor shall make his own arrangements for the supply of good quality water suitable for the construction and good quality drinking water for their workers. If necessary, the contractor has to sink a tube well / open well and bring water by means of tankers at his own cost for the purpose. The **(CLIENT)/ (Engineer)** will not be liable to pay any charges in connection with the above.

The rate quoted in the tender shall include the expenses for obtaining and maintaining power connections and shall pay for the consumption charges.

The contractors for other trades directly appointed by the **(CLIENT)/ (Engineer)** shall be entitled to take power and water connections from the temporary water and power supply obtained by the contractor. However, the concerned contractor shall make their own arrangements to draw the supply and pay directly the actual consumption charges at mutually agreed rates between them. All municipal charges for drainage and water connection for construction purposes shall be borne by the contractor and charges payable for permanent connections, if any, shall be initially paid by the contractor and the (CLIENT) will reimburse the amount on production of receipts.

b) The **(CLIENT)/ (Engineer)** as well as the (CLIENT) shall give all possible assistance to the contractors to obtain the requisite.

c) Permission from the various authorities, but the responsibility for obtaining the same in time shall be of the CLIENT.

#### **10.0 Office Accommodation**

- a) The contractor shall provide and maintain all necessary offices, workshops, stores, shelters, sanitary facilities, canteens and other temporary structures for themselves in connection with the work at the site own cost after getting the approval from the (CLIENT).
- b) All temporary buildings and facilities as mentioned above shall be removed on completion of the work or at any other earlier date as directed by the (CLIENT).

All the expenses for obtaining statutory approvals and maintenance of the above facilities as well as running expense shall be borne by the contractor at no extra cost. It is also the responsibility of the contractor to obtain statutory approvals for providing the above facilities.

#### **11.0 Facilities for Contractors' Employees**

The contractor shall make his own arrangement for the housing and welfare of his staff and workmen including adequate drinking water facilities. The contractor shall also make his arrangements at his own cost for transport where necessary for his staff and workmen to and from site of work at his own cost.

#### **12.0 Lighting of Works**

The contractor shall at all times provide adequate and approved lighting as required for the proper execution and supervision and inspection of works.

#### **13.0 Fire Fighting Arrangements**

- i) The contractor shall at all times provide suitable arrangements for the fighting at his own cost. For this purpose, he shall provide requisite number of fire extinguishers and adequate number of buckets, some of which are of be always kept filled with sand and some with water. This equipment's shall be provided at suitable prominent and easily accessible places and shall be properly maintained.
- ii) Any deficiency in the fire safety or unsafe conditions shall be corrected by the contractor at his own cost and to the approval of the relevant authorities. The contractor shall make the following arrangements at his own cost but not limited to the following:

- a) Proper handling, storage and disposal of combustible materials and waste.
- b) Worked operations which can create fire hazards.
- c) Access for the firefighting equipment's.
- d) Types, number and location of containers for the removal of surplus materials and rubbish.
- e) Type size, number and location of fire extinguishers or other firefighting equipment.
- f) General housekeeping.

**14.0 Site Order Book.**

A site order book shall be maintained at site for the purpose of quick communication between the (CLIENT). Any communication relating to the works may be conveyed through Records in the site order book. Such a communication from one party to the other shall be deemed to have been adequately served in terms of contract. Each site order book shall have machine numbered pages in triplicate and shall carefully maintain and preserved by the contractor and shall be made available to the (CLIENT) as and when demanded. Any instruction which the (CLIENT) may like to issue to the contractor or the contractor may like to bring the (CLIENT) may like to issue to the Contractor or the Contractor may like to bring to the (CLIENT) two copies of such instructions shall be taken from the site order book and one copy will be handed over to the party against proper acknowledgment and the second copy will be retained for their record.

**15.0 Site Meetings**

Site meetings will be held to review the progress and quality evaluation. The contractors shall depute a senior representative along with the site representative staff of approved sub-contractors and suppliers as required to the site meetings and ensure all follow up actions. Any additional review meetings shall be held if required by the (CLIENT).

**16.0 Disposal of Refuse**

The contractor shall cart away all debris, refuse etc. arising from the work from the site and deposit the same as directed by the (CLIENT) at his own cost. It is the responsibility of the contractor to obtain from the locate authorities concerned to the effect that all rubbish arising out of contractor's activities at the construction site or any other off-site activities borrow pits has been properly disposed of.

**17.0 Contractor to Verify Site Measurement**

The contractor shall check and verify all site measurements whenever requested by other specialist contractors of other sub-contractors to enable them to prepare their own shop drawings and pass on the information with sufficient promptness as will not in any way delay the works.

**18.0 Displaying the Name of the Work**

The contractor shall put up a name board of suitable size as directed by the (CLIENT) indicating therein the name of the project and other details as given by the (CLIENT) at his own cost remove the same on completion of work.

**19.0 Bar Bending Schedule**

The contractor shall prepare a detailed bar bending schedule for all reinforced concrete works and got them approved by the (CLIENT) well in advance.

**20.0 As Built Drawings**

- i) For the drawing issued to the contractor by the (CLIENT). The (CLIENT) will issue two sets of drawings to the contractor for the item for which some changes have been made. From the approved drawings as instructed by the (CLIENT)/ (Engineer). The Contractor will make the changes made on these copies and return these copies to the (CLIENT) for their approval. In case any revision is required or the corrections are not properly marked the (CLIENT) will point out the discrepancies to the contractor.

**PROFORMA FOR RUNNING ACCOUNT BILLS**

**C E R T I F I C A T E**

The measurements on the basis of which the above entries for the Running Bill \_\_\_\_\_  
were made have been taken jointly on \_\_\_\_\_ and are recorded at pages \_\_\_\_\_  
of Measurement Book No. \_\_\_\_\_  
\_\_\_\_\_.

Date & Signature of  
Contractor.

Date & Signature of  
(CLIENT)'s Representative  
(Seal).

Date & Signature  
of Site Engineer

The work recorded in the above mentioned measurements has been done at the site satisfactorily  
as per tender drawings, conditions and specifications.

**(CLIENT)**

**SITE ENGINEER / BANK'S ENGINEER**

**PERFORMA FOR APPLICATION BY CONTRACTOR FOR EXTENSION OF TIME**

1. Name of the Contractor
2. Name of the Work as given in the Agreement
3. Agreement W O
4. Tender Amount
5. Date of Commencement of Work
6. Period allowed for Completion as per Agreement
7. Date of Completion as per Agreement
8. Period for which Extension of Time has been given
  
9. Reasons for which extensions have been previously given (Copies of the previous applications should be attached)
  
10. Period for which extension is applied for and the reasons thereof including hindrances, time for extra work assigned, if any etc.

**Signature of Contractor & Seal**

**PERFORMA OF HINDERANCE REGISTER**

**Name of Work** : \_\_\_\_\_ **Date of State of Work** : \_\_\_\_\_  
**Name of Contractor** : \_\_\_\_\_ **Period of Completion** : \_\_\_\_\_  
**Agreement No** : \_\_\_\_\_ **Date of Completion** : \_\_\_\_\_

Sr No	Nature of Hindrance	Date of occurrence of Hindrance	Date of which Hindrance was removed	Period of Hindrance	Signature SE / PE	Remarks
1	2	3	4	5	6	7

SE Site Engineer  
PE Project Engineer

## LIST OF APPROVED BRANDS / MAKES (INTERIOR & FURNISHING)

One of the following make of the material shall be used. The contractor will have to get the sample approved from the (CLIENT)/ Bank's Engineer whose decision shall be binding on the contractor. The condition is also applicable for any material, not mentioned in the specification or schedule of work. No deviations are allowed in these even during/ after Tender.

1	Vitrified Tiles	Kajaria/ Somany/ H.R.Johnson/ NITCO
2	Ceramic wall Tiles	Kajaria/Somany/ H.R.Johnson/ NITCO
3	Ceramic floor Tiles (antiskid)	Kajaria/Somany/ H.R.Johnson/ NITCO
4	False Flooring	Unifloor/ Flexi Access Floor/ Armstrong
5	Wooden Laminated Flooring	Pergo/ Tiles/ Xylos/ Armstrong/ Vista
6	Aluminum Fittings	Jindal/ Hindalco/ MAAN
7	Aluminum Extrusion Sections	Jindal/ Hindalco/ MAAN
8	Commercial Plywood	Century/ Green/ Archid
9	Laminates (1.00mm thk.)	Greenlam / Century/ Aica/ Sonear/ Archid
10	Veneer	Century / Durian/ Sonear/ Archid/ Green
11	Drawer Sliding/ Patch Fittings	Earl Bihari (EBCO)/ Godrej/ Hettich/ Dorma
12	Floor Spring / Door Closer	Godrej / Hardwyn / Hyper/ Dorma/ Haffele
14	Flush Door	Century/ Archid/ Sonear
15	Texture Interior Paint	Sandtex Matt/ Dulux/ Berger/ Okios/ Asian
17	Paints	Asian/ Nerolac/ Berger/ Dulux
a)	Cement paint	Snowcem/ Surfaced/ Durocem
b)	Synthetic Enamel Paint	Asian/ Nerolac/ Berger/ Dulux
c)	Acrylic Emulsion Paint (Interior and Exterior)	Asian/ Nerolac/ Berger/ Dulux
18	Glazing	Modi Tuff Glass/ Triveni Glass Ltd./ Indo Asahi Glass Co. Ltd./ Saint Gobain
19	Cement	Grade 43/53 of L&T/ A.C.C./ Ambuja/ Ultratech
20	Mineral Fibre False Ceiling	Armstrong/ Indian Gypsum Board/ Gypro
21	ACP Panels/ Sheets	Alubond/ ALU Decor/ Alstrong/ Alstone
22	Acrylic Sheets	Sanmati Acrylics/Acrylic Sheet India/ Acry Plus
23	Vertical/Roller blinds	Vista/ MAC/ DACK
24	Corian	Dupont/ LG/ Samsung
25	PU Paint	Asian/ Berger/ ICI
26	Wall Paper	Elemento/ Marshel

## **BILL OF QUANTITY**

### **PREAMBLE:**

TO BE READ ALONG WITH DRAWINGS.

1. RATES TO BE QUOTED BOTH IN FIGURES AND WORDS.
2. ALL PAGES TO BE SIGNED AND STAMPED BY THE TENDERER.
3. THE RATE OF THE ITEMS SHALL BE APPLICABLE FOR ANY FLOOR LEVEL/ ANY NUMBER OF FLOORS, OR ANY QUANTITY.
4. THE SPECIFICATION OF THE ITEMS SHALL BE AS PER LATEST INDIAN STANDARD CODES UNLESS OTHERWISE SPECIFIED.
5. ALL MATERIALS SHALL BE AS PER APPROVED LIST AND SHOULD BE OF 1st QUALITY UNLESS OTHERWISE SPECIFIED.
6. THE RATES ARE INCLUSIVE OF ALL DUTIES AND TAXES (EXCEPT GST) OF ALL GOVERNMENT, MUNICIPAL OR ANY OTHER STATUTORY BODY APPLICABLE FROM TIME TO TIME.
7. RATES SHALL BE FOR ITEMS COMPLETE IN ALL RESPECTS AS PER DRAWING, INSTRUCTIONS AND APPROVAL OF THE (CLIENT)/ BANK'S ENGINEER.
8. THE QUANTITIES ARE APPROXIMATE AND TENTATIVE WHICH MAY VARY DURING COURSE OF EXECUTION. THE RATES QUOTED AGAINST PARTICULAR ITEM SHALL NOT BE CHANGED WITH VARIATION IN QUANTITIES.
9. MAKING OF ANY CUTOUT / OPENING FOR ELECTRICAL / AIR - CONDITIONING WIRING / FITTING IN ANY OF THE ITEM OF FALSE CEILING, PARTITIONS, PANELING MASONRY WORK ETC. AND FINISHING EDGES JAMBS / CILLS / SOFFITS OF THE OPENING SHALL NOT BE PAID EXTRA.
10. THE TENDERER SHALL VISIT THE SITE AND SHALL SATISFY HIMSELF AS TO CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED. HE SHALL ALSO CHECK, ASCERTAIN THE LOCATIONS OF ANY EXISTING STRUCTURES OR EQUIPMENT OR ANY OTHER SITUATION WHICH MAY AFFECT THE WORK. NO EXTRA CLAIM AS A CONSEQUENCE OF IGNORANCE OR ON GROUND OF INSUFFICIENT DESCRIPTION WILL BE ALLOWED AT A LATER DATE.
11. THE QUOTED PRICE FOR ITEMS SHALL INCLUDE ALL ACCESSORIES, CONSUMMABLES ETC. AS REQUIRED TO MAKE THE ITEM COMPLETE IN ALL RESPECTS, COMPATIBLE WITH OTHER RELATED / ASSOCIATED ITEMS AND FULLY FUNCTIONAL.
12. CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY ERROR, DIFFICULTY IN EXECUTION / DAMAGES INCURRED OWING TO DISCREPANCY IN DRAWINGS WHICH HAS BEEN OVERLOOKED BY HIM AND HAS NOT BEEN BROUGHT TO THE NOTICE OF THE (CLIENT).
13. THERE ARE NUMBER OF ITEMS GIVEN IN THE TENDER WHERE IN BASIC RATES INCLUDING ALL TAXES EXPECTED HAS BEEN MENTIONED IN THE TENDER. THESE ITEMS SHALL BE PURCHASED BY THE CONTRACTOR FROM THE MARKET ONLY AFTER THE APPROVAL OF QUALITY AND RATES BY THE (CLIENT).

14. ALL HIDDEN SURFACES OF BOARD / PLY / WOOD WORK TO BE PAINTED WITH ANTI BACTERIAL PAINT FROM NAV AIR INTERNATIONAL FR 881 (VIPER) (WHITE COLOUR AS PER MANUFACTURER'S SPECIFICATIONS ON WOOD / BOARD).
15. CONTRACTOR SHALL APPOINT TECHNICALLY QUALIFIED FULL TIME SITE SUPERVISOR TO MONITORING THE DAY TO DAY PROGRESS OF WORK AT SITE ON THEIR OWN COST.

**(Refer annexed file/section in e-tender portal for detailed Bill of Quantities)**



## **TENDER DRAWINGS**

**(Refer annexed file/section in e-tender portal for Tender Drawings)**