TENDER DOCUMENT

COMPRISING

COMMERCIALCONDITIONS
&
TECHNICALSPECIFICATIONS

PART-I

PROPOSED INTERIORS OF OFFICE PREMISES AT MEHSANA

FOR

STOCK HOLDING CORPORATION OF INDIA LIMITED
(SHCIL)

EMPLOYER

THE STOCK HOLDING CORPORATION OF INDIA (SHCIL)
Second Floor, Om Complex, Nr. Radhanpur Cross Road,
Radhanpur Road, Mehsana – 384002

CONSULTANT

Multi Link Infrastructure
Facility Management Services

Multilink Infrastructure

A/404, Infinity Tower, Nr. Ramada Hotel, Corporate Road, Prahladnagar,
Ahmedabad -380015. Gujarat – India Ph. 079-40304487
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INDEX

SR.NO.	CONTENTS	PAGENO.
PART-I	COMMERCIAL CONDITIONS	
1.	Notice inviting tenders.	3-5
2.	Appendix to Form of Tender.	6
3.	Letter of offer by contractor.	7
4.	Special instructions.	8
5.	Instructions to tenderers.	9–14
6.	General conditions of contract.	15–28
7.	Special conditions of contract.	29–33

NOTICE INVITING TENDER

Proposed Interiors of Office Premises at Mehsana 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 8 weeks.

2. The tender documents shall be available 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. Sealed offer is required to be submitted for said work by 1.00 pm of August 19, 2019. Pre-bid on site meeting of all contractors will be held on August 19, 2019, 1.00 pm at the Office of the SHCIL, Second Floor, Om Complex, Nr. Radhanpur Cross Road, Radhanpur Road, Mehsana – 384002. Written note on doubts if any, shall be sent in advance by email or otherwise to Architects office on or before dated 19.08.2019 before 1.00 p.m. Bid Will be opened on 19.08.2019 at 3.00 pm. The contractors are further advised to submit the unconditional tenders. Conditional tenders are normally liable for rejection.

4. The tender document shall be submitted to The Office of Stock Holding Corporation of India Limited, Second Floor, Om Complex, Nr. Radhanpur Cross Road, Radhanpur Road, Mehsana – 384002, on or before the last date of submission 19.08.2019 before 1.00 pm. in a sealed cover in the tender box kept at reception.

   The Tenders may be opened on the same day at 3.00 pm subject to administrative convenience of the office. (Contractors may check date & time)

5. Tenderers are required to pay Earnest Money Deposit (EMD) of Rs.30,000/- by Crossed Demand Draft having remaining validity period of 90 days from the date of submission of tender document, drawn in favor of Stock Holding Corporation of India Limited, from a Nationalized/ scheduled Bank branch payable at Ahmedabad 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 Office premises For Stock Holding Corporation of India Limited (SHCIL) at Mehsana Super scribed on the envelopes & addressed to

   Area Manager,

   Mr. Paresh Surani

   Stock Holding Corporation of India Limited
   Second Floor, Om Complex,
   Nr. Radhanpur Cross Road,
   Radhanpur Road,
   Mehsana – 384002

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.
    b. 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 Office premises For Stock Holding Corporation of India Limited at Mehsana.

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 thereof. 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. Multilink Infrastructure, 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. 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 Bar Chart 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.

19. 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.

20. The Successful Tenderer will enter into Agreement with the Employer as per the format enclosed within 1 week after receipt of Work Order.

21. 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.

22. No escalation in price will be payable for what so ever reasons. Contractor shall furnish Indemnity bond to the Employee, 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	1(One) Week from the date of issue of acceptance letter or the date of issue of work order whichever is earlier.
Time of Completion	8 weeks (Eight Weeks) 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 contract value.
Defects Liability Period	365 Days from the date of Completion as certified by the Engineer.
Earnest Money Deposit	30,000/-by Demand draft drawn in favor of Stock Holding Corporation of India Limited.
Mobilization 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	Rs. 30,000/- 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,

Manager,
Stock Holding Corporation of India Limited
Second Floor, Om Complex,
Nr. Radhanpur Cross Road,
Radhanpur Road,
Mehsana – 384002

Dear Sir,

Sub.:- Proposed Interiors of Office premises For Stock Holding Corporation of India Limited at Mehsana 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. Multilink Infrastructure, having office at Infinity Tower, Nr.Ramada Hotel, Corporate Road, Prahladnagar, Ahmedabad 380015.

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 8 weeks (Eight Weeks) from the date of issue of letter of intent/work order.

3) We enclose here with interest free Earnest Money amounting to Rs.30, 000/- by DD and this sum shall be for feinted in the event of failing to execute the contract when called upon to do so by accepting our tender.

4) In the event of this tender being accepted value of tender including Earnest Money will be converted into part of Security Deposit.

5) The Amount of Initial Security Deposit shall be Rs.30, 000/- of the accepted value of tender including Earnest Money Deposit.

6) 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 up to 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 throughout 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 here in will be rejected.

6. Adequate number of fire extinguishers, first aid 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 us e 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 TENDERERS

Instructions 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 super scribed 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 Limited Second Floor, Om Complex, Nr. Radhanpur Cross Road, Radhanpur Road, Mehsana – 384002 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 over written.

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 along with Tender Documents.

9. The quoted rates should be inclusive of all Equipments, Lifts, Materials, Leads, Labor, 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 at least 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 Tendered 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 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 work order; provided such work order or amendment is issued prior to completion of the work contained in the original work order.

11. Tendered 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.30, 000/-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 Income Tax 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 tendered. (As per proforma- Annexure II)

15. Acceptance of tender by the Employer
    Incomplete tenders, condition all 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 Contract or 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 equipment's brought or installed by the Contractor (till they are handed over 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 Work Order.

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 hall 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 specification s, 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. If 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 of 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 License 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 thereof. Further the employer reserves the right to avoid any component of the projector group of components to renderer or to award the entire work to ne renderer.

41. The contractor shall be required to co-operate and work in co-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 125% of the contract value & employer should be made the beneficiary. All policies shall be valid till completion and handing over of the work to the 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 risks and deduct assume equivalent 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 work man ship notice of which will be given to the contractor during execution of the job. If the contractor fails to rectify or to improve the level of work man ship to the acceptable standards, suitable recovery as assessed by the employer/consultants shall be made for those items of works. No requests/claim s what's over shall be entertained 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 in case 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/W e here by 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 here in after defined) the following words and expressions shall have the meanings hereby assigned to them except where the context other wiser quires.

A. The Employer /Employee 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 another Offices of Employer and shall also include employer's successors and assignees' her ever the words "Employer", "Employer", or Employer appear, these shall be deemed to mean EMPLOYER and these words shall convey the same meaning.

B. The Tender shall menthe tender (Part I &II) including addendum and drawings submitted by the tendered for acceptance by Employer.

C. 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.

D. 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.

E. The Architect/Consultants shall mean M/s. Multilink Infrastructure 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.

F. Consultant's Representative shall mean any Engineer or Architect of the Consultants appointed from time to time to perform the duties set for thin the Tender Document whose authority shall be notified in writing to the Contractor.

G. The "Works" shall mean and include all works to be executed in accordance with the Contract or part there of as the case may be and shall include all extras, addition, altered, or substituted works as required for the purpose of the Contract.

H. 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.

I. 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.

J. 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 here in after Defined) but does not include materials or other things intended to form or forming part of the Permanent work.

K. Temporary Works shall mean all temporary works of every kind required in or about the execution, completion or maintenance of the works.

L. Specifications shall mean all directions, various technical specification, provisions and requirements attached to the Contract, which certain to the method and manner of performing the work or works to the quantities and qualities of the work or works and the materials 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.

M. Plans shall mean all maps, sketches and layouts as are in corporate in the Contract in order to define broadly the scope and specifications of the work or works and all reproductions thereof.

N. 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 Consultants either in soft or hard copy.

O. Site 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.

P. Notice in writing or written notice shall mean 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 addresses and shall be deemed to have been received in the ordinary course of post it would have been delivered.

Q. The Completion Certificate in relation to the work shall mean the certificate to be issued by the Consultants/Architects and counter signed by the Representative of Employer, when the works have been completed to their satisfaction.

R. The Final Completion Certificate or No dues certificate in relation to the work shall menthe certificate regarding the satisfactory compliance of the various provisions of the Contract to be issued by the Consultants/and Architects counter signed by the representative of Employer ,after the period of defects liability is over.(Defect Liability period is 12 months from the date of completion).

Order of procedure were 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 asunder 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 PW D/General Engineering Practice

S. Approved shall mean approved in writing including sub sequent written confirmation of previous Verbal approval.

2. Employer‘s decision regarding interpretation of drawings etc., 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 works to be executed the decision of the Project -in-charge thereon shall be final and binding on the Contractors and the Contractors 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 Employer shall have become exercisable and the same shall not have been exercised, the no exercisable portion thereof shall not constitute waiver of any of the conditions thereof and such powers shall not withstanding the same be exercise able in the event of future case of default by the Contractors and the liabilities of the Contractors shall remain unaffected thereby.

4. Completion of Work:
On completion of the works, the Contractors shall be issued the Completion Certificate jointly by the authorized representative of Employer and the Consultants, but no such certificate shall be given nor shall the works be considered to be completed until the Contractors shall have
Removed from the premises in which the work shall have been executed all scarf folding, surplus materials and rubbish and shall have cleaned of all dirt from such works or other parts of any building in or upon which the work have been executed.

If the Contractors shall fail to comply with the requirement of this clause as to removal of scarf folding, surplus materials and rubbish and cleaning of dirt nor before the date fixed for the completion of the works, the Employer may at the expense of the Contractors remove such scarf folding, surplus materials and rubbish and dispose of the same as it thinks fit and clean of such dirt as aforesaid, and the Contractors shall forth with pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials afore said, except for any sum actually realized by the sale there of.

5. Extension of time: If the Contractors shall desire an extension of time or completion of the work on the ground of his having been nevoid ably hindered in its execution or on any other ground he shall apply in writing to the Employer through the Consultants within15 days of the schedule 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) Finds reason able grounds, authorizes 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 force eve 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 oftener shall believe on the Contractor for the period of delays attributed to him

6. Contractors to supply plant, ladders, scaffoldings etc.:
The Contractors 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 contractors prices, calculations it shall be rectified.

8. Execution of additional work:
The Contractors shall execute the whole and every part of the work in the most substantial and work man like manner regards materials both other and in every Respect in strict accordance with the specifications. The Contractors shall also conform exactly, fully faithfully to the designs, drawings and instructions in writing relating to the work. Any additional work which the Contractors may be directed to do as the part of the original work shall be carried out by the Contractors 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, and then such class of work shall be carried out at the rate mutually agreed upon between the Employer/Consultants and the Contractors 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 Contractors shall however, have no claim or compensation by reason of any alternations 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 correction construction of work to be carried out: If at any time after the commencement of the work the Consultants shall, for any reason what sever, not require the whole or any part of the work as specified in the Tender to be carried out, the Consultants shall give notice in writing thereof to the Contractors 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 nor 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 Contractors 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 Contractors 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 Contractors it shall appear to Employer or the Consultants that any work has been executed with unsound, improper or unskillful work man ship or with materials of interior quality or not otherwise in accordance with the Contract, it shall be lawful for the employer or the consultants to intimate this fact in writing to Contractors either in the site order book Or by letter there upon. The Contractors shall be bound forth with to rectify or remove and reconstruct the work 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 Contractors failing to do so within a period to be specified by the Consultants .The Contractors shall be liable to pay compensation at the rate of one per cent of work order value per day, not exceeding ten day so 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 others the materials or articles complained of, as the case may be, at the risk and expense in all respects of the Contractors.

12. Employer not to be liable for temporary suspension in work: The Contractors shall on being so directed by the Consultants post pone 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 Contractors shall not been titled 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 contractors shall give at least 7days 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 Dimensions thereof taken before the said work is so covered or placed beyond there each of measurement. Without such notice having been given or consent obtained the same shall be uncovered at the Contractors expense, for taking such measurements and dimensions. In default there of Employer shall not make any payment or allowance for such work or the materials with which themes 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 tender shall be measured as per the procedure laid down in relevant is standards (Bureau of Indian Standards- latest edition).Detailed measurements of works 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 premeasured quantities and not as per the tender quantities.

15. Defect Liability Period:

The Contractors has to 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 Contractors shall maintain and up hold 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 Contractors only after the expiry of the aforesaid period and subject to it being as curtained that there is no defective work or material requiring repairs or maintenance under any conditions here in provided. If the Contractors 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, fenceen closure, 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 damage shall happen other 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 sums that may be then or at any time thereafter may become due to the Contractors ,balance Security Deposit/BG for RMD of the Contractors shall not be refunded before the expiry of twenty four months from the completion date indicated in the Completion Certificate .

16. Insurance Cover

(a) CARPOLICY 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 (up to 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 payment 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 assignment shall be duly registered with said Insurance Company. The Contractor agree that the insurance moneys 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 claim s 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(Employers name will appear 1stof the policies)against such risks and deposit 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.

17. No Transferor Assignment of Contract: This contract shall not be assigned or transferred or sublein Any manner whatsoever without the previous written approval of Employer .If the Contractors 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 Contractors shall stand for feinted and be absolutely at the disposal of the Employer and the same consequences shall ensures if this Contract had been rescinded under clause 24here of and In addition there to the Contractors shall not been titled to recover or to be paid for any work there to performed under this Contract.

18. Insolvency at tempts to bribe etc.:
If the Contractors become in solvent or commence any in solvency 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 be come in any way directly or indirectly interest ding 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.

19. 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 afore said shall likewise be obtained before the Contractor enters in to 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 Contractors shall be deemed to have been assigned in contravention of clause mention in contract hereof and the same action may be taken and the same consequence shall ensues provided in the said Clause in works contract. The Contractors shall hand over to Employer a certified true copy of the Deed of Partnership, which is entered in to by the Contractor to 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 in to the said Contract. These Documents and particulars afore said shall be handed over by the Contractors to Employer along with the quotations and offer placed by the Contractors in response to the notice inviting tenders.

20. 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 Act1961and the Rules made there under and shall be responsible for all obligations of the employer under or as required under the said Act.

21. Work men's Compensation liability:
The Contractors shall be Responsible for and pay any Compensation as specified in the Workmen's Compensation Act,1923 and 1933 and Amendments there to for injuries caused to the workmen .The Contractor Shall be responsible for and pay the expenses for providing medical treatment to any work men who may suffer any bodily injury as a result of any accident .The Contractors shall be liable for all payments to their staff, laborers and workmen employed for the performance or carrying out the said work and the Employer shall in no event be liable or responsible for any payment and the Contractors shall keep Employer in dignified against the same and from all proceedings in respect thereof. The Contractors 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 Actor any other statute in force during the currency 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 Section12, Subsection(1)of the Workmen's Compensation Act,1923 Employer is obliged to pay compensation to a work men employed by the Contractors in execution of the works, Employer will recover from the Contractors 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 Depositor from any sum due by the Employer to the Contractors, whether under this Contract or otherwise .Employer shall not be bound to contest any claim made against it under sub-section (1)of Section12 of the said Act, except on the written request of the Contractors 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 work man compensation.

22. The Consultants may require the Contractors to dismiss or remove from the site of the work any person or persons in the Contractors' employment who in the opinion of the Consultants may be income patent or misconduct himself or themselves and the Contractors shall forth with comply with such requirements.

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

24. Indemnity: The Contractors 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 whom so ever. In this connection the contractor shall submit an Indemnity Bond on the proforma approved by employer covering Indemnity for all claims or demands including work man compensation .

25. Termination of contraction account of abandonment of work:
The Consultants may without prejudice to the rights of Employer against the Contractors mentioned in clause of the Agreement or in respect of any delay or inferior work man ship or otherwise or to any claim for damages in respect of any breach of Contract and without prejudice to any Rights or remedies under any of the provisions of the Contractor otherwise and Whether the date for completion of the works 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 in efficient or otherwise improper or un work man like 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 passé 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.

(ii) If the Contractor being a company shall passé 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.

(iv) If the Contractors commit breach of any acts mentioned in clauses 16 to19 hereof .When the Contractor have made themselves liable for action under any of afore said cases or in any case in which under any Conditions of this Contract the Contractors shall have rendered themselves to for feature of their Security Deposit or in cases of abandonment of work by the Contractors for any cause whatsoever, the Consultants on behalf of Employer shall have a power to adopt any of the follow 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 Contractors shall Stand forfeited and be absolutely at the disposal of Employer.

(b) To employ labor and to get supply of materials to carry out the work or any parts of works, debiting the Contractors with the cost of the labor 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 Contractors.

(c) To order that the work of the Contractors be measured by and to take such part there of 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 Contractors 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 conclusive)shall be borne and paid by the original Contractors and shall be deducted from any money due to them by Employer under the contractor otherwise or from the Security Deposit or a sufficient part thereof. In the event of any one or more of the above courses being adopted by the Consultants, Contractors 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 works or the performance of Contract. And incase action is taken under any of the provisions fore said, 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 has certified in writing the performance of such work value payable in respect thereof and the Contractors shall be entitled to be paid the value so certified subject to the claims if any of Employer against the Contractors.

26. 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 Contractors. 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.

27. 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 works or the site thereof or belonging to the Contractors or procured to be used for the execution of thereof by he works or any part by them and intended Paying or allowing for the same an amount at the Contract rates or in the case of Contract Rates not being applicable at current market rates to be certified by the Consultant and the certificate there of 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 Contract or may have purchased the same for use under this Contract. Employer shall have also full power by giving notice in writing by the Consultants or through the Consultants to the Contractors 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 expenses or sell them by auction or private sale at the risk and on account of the Contractors in all respects and the certificates of the Consultant as to the expenses of any such removal and the amount of proceeds and expense of any such sale shall be final and conclusive.

28. 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.

29. Infringement of Patents Rights & Royalties:
The Contractor shall assume all liability and save harmless, Employer, their successors fully indemnify and 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, methods or progress embodied Or used in the performance of this contract. The Employer and their success or sand assigns will give written notice of all such claims and patent infringement 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.

30. Escalation:
No escalation is allowed /permitted in quoted rates in the tender the same should be valid at least for completionoftheprojectfromthedateofawardingthejobtothesuccessfulcontractor.

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

32. Initial Security Deposit
The Contractors shall within seven days of issue of acceptance letter (LOI) or before the execution of this Agreement deposit with the Employer a sum of equivalent to 2.0 % of accepted contract value by demand draft in favor of EMPLOYER. The Employer shall not be liable to pay any interest to the Contractors on the amount of such Security Deposit for timely and proper performance of the said work by the Contractors. 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.

33. Retention Money Deposit (RMD)
An amount equivalent to10% 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.

34. Appropriation of Security Deposits towards The Employer's Dues.
All sums by way of damages, Compensations or otherwise howsoever and all other sums of money payable by the Contractors 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 Contractors on any account what so ever and in the event of the Contractor's Security Deposit being reduced by reason of any such deduction or as fore said, the Contractors shall, within15 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 what so ever the 50% of total Security Deposit made by the Contractors 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 of12 months and on issue of final completion certificate.

35. The Employer will pay to the Contractors in respect of the said work mentioned in the said contract document on the basis of the rates specified here in at the time sand in the manner specified in the said Work Order and /or in the General Conditions of Contract.

36. Manner and period in which the work is to be carried out
The Contractors agree and under take 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 workman like 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.

37. 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 Contractor 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 Contractor sand the Contractors here by 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% (1percent) of the contract value per week or part there of subject to maximum 10% (Ten percent) of the contract value for delay beyond stipulated date of completion as mentioned in the Contract /Work Order and both the parties here by confirm, record and declare that the amount of compensation or liquidated damages fixed as above represent 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 here by 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 render 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 Contractors 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 afore said. 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 how so ever at the risk and the account of Contractors and The Employer shall been titled to recover and the Contractors 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 Conditions of the Works Contract.

38. IDLE LABOUR:
Whatever the reasons may be, no claim for idle labour, additional establishment cost of live and labour charge softools and plants would be entertained under any circumstances.

39. Supervision of work
In addition to adequate number of technical supervisory staff, the Contractors 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 writing shall be held to have been given to the Contractors.

40. 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 in competent.

41. 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, been titled 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 work sunder 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.

42. (a) It is specifically and distinctly understood and agreed to between The Employer and Contractors that the Contractors shall have no right, title or interest in the site made available by The Employer for execution of the works or in the building structures or works executed on the said site by the Contractors or in the goods, articles, materials, etc., brought on the Said site (unless the same specifically belongs to Shall not have or deemed to have the Contractors) and the Contractors any lien What so ever charge for unpaid bills nor will been titled 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 Contractors shall be allowed to enter upon the site for execution of the works only as a licensee and shall not have any claim, right, title or interest in the site or the structures erected there on and The Employer shall been titled for such license at any time without assigning any reason.

43. Measurement of work

As soon as the item of work is completed, notice thereof should be given forth with by the Contractors 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 Measurement sheet and Certificate in token of acceptance thereof. Employer's representatives/ Engineer shall have right to check/ verify the measurements jointly recorded by the contractor and consultant's representative. The contractor shall submit the bills induplicate 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.

44. Provisional Payment

No payment shall be made for any item of works till 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 Contractors provisional amount (part rate) proportionate to the part of the work as approved and passed by Consultants. The certificate of such approval and passing of the part sums so payable shall be final and conclusive against the Contractors.

45. 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%ofthe total security deposit (including initial security deposit) shall be refunded to the contractor on issue of completion certificate.

46. Bills 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 a long with all the supporting documents to the consultants for certification.

47. Liability for payment of taxes, duties etc.

The Contractors shall be bound and liable to pay all local taxes, ceases, 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, ceases, duties etc. on the work order or any part or component thereof or any materials or stores bought by the Contractors or supplied by The Employer or otherwise how so ever to the end and intent that all such liabilities shall be borne and discharged solely by the Contractors who shall keep indemnified The Employer against the same.

48. 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 here in after), 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 what so ever 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 with in 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 with in 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 or 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.

49. 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 beat Mehsana.

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 in the Clause no.46 and to determine all matters in dispute which shall be submitted for arbitration.

The arbitrator shall make his award with in 1year (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 proceedings the parties mutually settle/ compromise or compound their dispute or difference, the reference to arbitration and the appointment of the Arbitrator shall deemed to have been revoked and the arbitration proceedings shall stand with drawn 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 obligations toad here strictly to the Consultant instructions with regard to the actual carrying out of the works. The Employer and the Contractor here by also agree that arbitration under this Clause shall be a condition precedent to any right of action under the contract.

50. 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 prepares in consultation with the Architect. Acceptance of a bidder tender does not necessarily imply acceptance of the schedule submitted to Employer modifications to the schedule submitted at no extra cost to Employer.

51. Excepted matters following matters referred in General Conditions (GCC) and special conditions of contract (SCC) shall be considered as excepted matters.

GCC –
Clause no 4 (Completion of work)
Clause no 5 (Extension of time)
Clauseno11 (Defective work and material.)
Clause no 13 & 14 (Measurement of work)
Clause no 16 (Assignment)
Clause no 36 (Compensation for Delay)

SCC- Scope of work
Clause no 9 (Testing of work and material)
Clause no 11 and 12 (Measurement and dimensions)
Clause no 26 (Mockup)

52. Extra items
The contractor is required to execute the Tender it be Requirements of Employer. Non-tender items i.e. extra any circumstances before taking approval Items shall notems only at site as per executed under 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 rate supported with rate analysis along with necessary supporting invoices, quotations duly certified by Consultants. The contractors OH & profit shallbe15%, Work contract tax @ 4% of final rate to be added. The Project in- charge from Employers 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 for other similar item in the tender. Contractor. As far as possible, the rates for extra items shall be derived from the rates quoted by the con

53. 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.

54 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 what so ever as may be necessary to give effect there to and all costs incurred in connection there with shall be recoverable from the contractor by the employer on a certificate by the Architect to be deducted by him from any money due as to 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, jamb lining, punning, False ceiling works, Carpentry works such as partitions, paneling, storages, tables, False Ceilings, Loose Furniture's 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 systems etc. For SHCIL As detailed in the

1. Time Limit

The entire work shall be completed within 8 weeks (Eight Weeks) from date of commencement.

2. Terms of Payment

The following terms of payment shall apply:

a. "On Account" bills will be paid as certified by Consultants/Employer, taking in to 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. Minim um 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 SD shall be released on completion of work and balance 50% shall be released after completion of defects liability period of 1 Year 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 an account payment of 75% amount can be made within 8 to 12 working days from the date of submission of complete bill.

h. Balance 25% payment within 15 working days from of submission of complete bill by the Contractor to the Consultant and after detailed checking by the Consultant and Employer's Engineer.

No payment 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 Contractors 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 Contractors' 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 Figured dimensions are to be followed in all cases. Large scale details take precedence over small scale 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 drawing s/documents shall be promptly brought to the attention of the Employer and the Consultants. Generally, the provisions giving more rigorous interpretation shall prevail, but in the event of disagreement between the Contractors 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 works 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 what so ever due to the delay , if any, involved in completing the work on account of partial occupation.

14. Typographical or Clerical Errors the Consultants 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 Tabulated form, all pertinent and necessary Material, hardware, metalwork, glass etc., used in the items of work. Shall furnish in an Information regarding the information also to Contain 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 defects 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' decision shall be final and binding on the Contractor for interpretation of same.

20. Contractors 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 work sand satisfy himself before same is offered for inspection to the Employer/Consultants.

22. Removal of Debris
Contractor shall arrange to dispose off 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 material sand ensure that any rules/regulations laid down by Municipal/Employer or any other statutory Body are not violated. The Contractor shall be responsible and answer able to any complaint arising out of improper disposal of wastage. Quoted rate shall include the cost of same and no extra payment 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 works 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 lights 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 work men, 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

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 raining. All testing of materials. h. No tools and plants shall be issued by the Employer under the Contract .i. All present and future taxes, levies, duties, fees etc.

25. Rates to 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 /labor 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 co – ordination 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/partly as desired by the Employer/consultants.

28. No disturbances should be observed/noticed in measured quantities written in measurement sheet & billed quantity for which the measured quantity akes precedence on billed quantity & the bill shall be corrected & certified accordingly.

29. 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 or the contractors working on site & proper intimation should be given to the Employer/consultants in order to monitor the project more efficient way. 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 premise s & other offices as well as neighbors. For timely completion of project, contractor is required to produce mo \relators & 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 claims 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 test report from the manufacturers of various materials used in the work as instructed by the consultant/Employer.

34. As the entire work is to be completed in the schedule time, the Employer may permit the contractor to make the loose furniture in his factory/workshop and supply to the site after consultants in section.

35. If the contractor fails to complete the works as per above schedule the Employer will have a right to levy penalty at the rate given appendix forma tender.

36. All drawings shall remain property of Employer. The drawings are to be used only for the project concerned.