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|  | TENDER DOCUMENT FOR CIVIL CONSTRUCTION WORKS | Tender Document No. GIA-007 |
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NOTICE INVITING TENDER

Sealed Item Rate tenders in **two bid system** are invited in the prescribed form by **RAJASTHAN DRUGS & PHARMACEUTICALS LTD. JAIPUR**, for the works detailed below. Contractors, who have **experience** in Construction of Pharma Industries/ Factories shall be given preference.

| Name of work | Estimated value of work (in lacs of Rs.) | Earnest Money (in Rs.) | Time of completion | Tender Cost |
|---|--|------------------------|--------------------|-------------|
| Civil, Plumbing and Electrical Work for Close product change room & canteen Building etc. | Rs. 300 Lacs | Rs 5 lacs | 6 (Months) | 3000/- |

The tender documents, Instructions to Tenderers, Bill of Quantities, Conditions of Contract, Technical Specifications can be collected from the office of **RAJASTHAN DRUGS & PHARMACEUTICALS LTD. JAIPUR**, on payment of Cost of Tender Documents (Rs.3,000/- Rs. Three Thousand Only).

The tenderer is required to deposit Rs.5 lacs as Earnest Money along with the tender in shape of Bank draft drawn in favour of **M/s RAJASTHAN DRUGS & PHARMACEUTICALS LTD.**, payable at JAIPUR, (branch of any Nationalized Bank). The Earnest money will be refunded to the unsuccessful tenderers without any interest /Bank Commission/Collection charges subject to the relevant provisions in the tender Document.

Tenders filled in the prescribed form in the sealed covers and super scribed with the name of the work must reach office of **M/s RAJASTHAN DRUGS & PHARMACEUTICALS LTD. JAIPUR** not later than 3:00 PM hrs on 29/10/2013 The Tender would be opened on 29/10/2013 at 4:00 PM in the presence of tenderers, who wish to be present on the day of opening.


The tenders shall remain valid for the acceptance by the Consultant/ company, for a period of 60 days from the date of opening of tenders.

Earnest money of the successful tenderer will be liable to be forfeited in the event of refusal or delay on his part in depositing initial security deposit and signing the agreement within 10 (ten) days, of the issue of letter of intent/award of the work.

Tender documents, dully filled and signed on each page, by the tenderer shall be submitted as the tender for the work.

M/S RASTHAN DRUGS & PHARMACEUTICALS LTD. JAIPUR does not bind itself to accept the lowest or any tender, or to assign any person thereof and also reserves the right to accepting the whole or the part of the tender and the tenderer shall in such an event be bound to perform the contract at the same rates quoted in the tender for the various items of the work.

Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing in any form should be liable for rejection.

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M/s R.D.P.L

Tender Documents

for

Civil, Electrical & Plumbing work

Road No.12, V.K.I, Area


Jaipur – 302013

Rajasthan

September - 2013

M/s R.D.P.L
Road No.12, V.K.I. Area,
Jaipur - 302013

Tender cost: Rs.3,000/-

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Tender for Civil, Electrical & Plumbing work, RAJASTHAN DRUGS & PHARMACEUTICALS LTD. JAIPUR, for construction of the factory building belonging to M/s Rajasthan Drugs & Pharmaceuticals Limited , having their office/ proposed Factory at Road No.12, V.K.I Area, Jaipur, Rajasthan

Date of Issue : . . .

Date of Receipt : . 29/10/2013 (by15:00 Hrs)

Issued To M/S

.....

.....

Received by (Signature)_____

Name _____

Issued by (Signature)_____

Name _____

Consultants:

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SECTION 1

NOTICE INVITING TENDER

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Section-1

Invitation to tenderers

1.1 Sealed Item Rate tenders are invited in the prescribed form by **M/s R.D.P.L** Road No.12, VKI Area, Jaipur **for the following.**


| Name of work | Estimated value of work (in lacs of Rs.) | Earnest Money (in Rs.) | Time of completion (in Days) |
|--|---|------------------------|---------------------------------|
| Civil Work for M/s R.D.P.L Road No.12, VKI Area, Jaipur Rajasthan | 300 Lacs | 5 lacs | 6(Months) |

- 1.2 The work as detailed in this tender shall be executed and completed in all respects within a period of 6 Months from the date of the written order to commence work in accordance with the tender documents, Instructions to Tenderers, Bill of Quantities, Conditions of Contract, Technical Specifications, Schedules of Drawings to the satisfaction of the Consultants and the company.
- 1.3 The tenderer is required to deposit Rs. 5 lacs as Earnest Money along with the tender in shape of Bank draft drawn in favour of **M/s RAJASTHAN DRUGS & PHARMACEUTICALS LTD.**, payable at JAIPUR, (branch of any Nationalized Bank). The Earnest money will be refunded to the unsuccessful tenderers without any interest /Bank Commission/Collection charges subject to the relevant provisions in the tender Document. EMD of successful tenderer, to whom the work is awarded, will be adjusted as Security Deposit Money and shall be dealt accordingly as per Para 5.6.1.
- 1.4 Tenders filled in the prescribed form in the sealed covers and super scribed with the name of the work must reach office of **M/s RAJASTHAN DRUGS & PHARMACEUTICALS LTD.**, not later than 3:00 PM hrs on 29/10/2013 The Tender would be opened on 29/10/2013 at 4:00 PM in the presence of the tenderers who wish to be present.
- 1.5 Tender documents can be obtained on any working day up to 29/10/2013 at 3:00 PM from the office of **M/s RAJASTHAN DRUGS & PHARMACEUTICALS LTD** on payment of tender cost (non refundable) of Rs. 3000/-.

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- 1.6 Rates must be quoted for complete work at site inclusive of all costs, taxes and charges etc. All taxes and duties including sales tax on works contract, PF, E.S.I. charges etc as applicable at State Sales Tax, Octroi, Royalties etc. on works and materials required for use in the execution of this project shall be entirely borne and payable by the contractor and the Owner will not entertain any claim whatsoever in this respect. However, service tax, if becomes payable, shall be paid extra as per actuals, as per rules.
- 1.7 The tenders shall remain valid for the acceptance by the Consultant/ Owner, for a period of 60 (sixty) days from the date of opening of tenders.
- 1.8 For deduction of security deposit & performance guarantee, please ref. Article 5.6.1.
- 1.9 Earnest money of the successful tenderer will be liable to be forfeited in the event of refusal or delay on his part in depositing initial security deposit and signing the agreement within 10 (ten) days, of the issue of letter of intent/award of the work.
- 1.10 Tender documents, dully filled and signed on each page by the tenderer shall be submitted as the tender for the work.
- 1.11 ***M/S R. D. P. L. does not bind itself to accept the lowest or any tender, or to assign any person thereof and also reserves the right to accepting the whole or the part of the tender and the tenderer shall in such an event be bound to perform the contract at the same rates quoted in the tender for the various items of the work.***
- 1.12 Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing in any form should be liable for rejection.
- 1.13 Late Bids :- Any bid received by the company after the deadline for submission of filled tender documents, defined in para 4 of NIT, shall be rejected and the contractor shall have no claim for the same.
- 1.14 The management of the Company reserves the right to modify/ alter and add any of terms and conditions of the tender without assigning any reasons thereof and the same shall be binding on all tenderers/ bidders unconditionally.

Factory Manager

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SECTION 2

APPENDIX SHOWING IMPORTANT SCHEDULES

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Appendix showing important schedules

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| 1. | SIGNING OF AGREEMENT | Within 7 days of the issue of letter of intent/award of the work |
| 2. | COMMENCEMENT OF WORK | Within 7 days of the issue of letter of intent/award of work. |
| 3. | PERIOD OF COMPLETION | 6 (Months) from the date of issue of letter of intent/award of work. |
| 4. | LIQUIDATED DAMAGES | Rs.10, 000/- per week or part thereof. |
| 5. | PERIOD AND VALUE OF RUNNING/ON ACCOUNT BILL | 2 weeks from submission subjected to 85% as detailed in Security deposit |
| 6. | SECURITY DEPOSIT | 15%, to have two components, namely performance guarantee @5% & Security deposit. @10%, till Security deduction is Rs. 10,00,000/- For balance period/ payment, security shall be deducted @5% from balance running bill. |
| 7. | REFUND OF SECURITY DEPOSIT | 50% after completion and balance 50% after six-month/first rainy season. |
| 8. | SECURED ADVANCE | 5% shall be paid after execution of agreement against submission of bank guarantee. This advance shall be adjusted from the running bills in 5 equal installments after 15% work is executed. |
| 9. | DEDUCTION OF ALL APPLICABLE TAXES | At prevailing rate from each bill |
| 10 | DEFECTS LIABILITY PERIOD | 6 months or first rainy season, which ever is later. |
| 11 | PERIOD OF FINAL MEASUREMENT | 30 days after completion of work |

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INSTRUCTIONS TO TENDERERS

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Section-2

Instruction to tenderers

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

- Invitation to Tender.
- Submission of Tender.
- Form of Agreement.
- General and Special conditions of contract.
- Bill of Quantities.

These shall form part of the Agreement.

The Tenderer is advised to visit and inspect the site at his own cost and responsibility and to secure all necessary information, which may be required for completing the tender. Ignorance of site conditions or local information shall not be considered as an excuse for non-performance of the contract. All costs, charges and expenses that may be incurred by the tenderer in connection with the preparation of his tender shall be borne by the him and the Owner will not accept any liability whatsoever in this regard.

The completed bid (Technical & Financial) in all respects with all its accompaniments shall be enclosed in two different sealed envelopes super scribing the name of the work and hand delivered or sent by courier so as to reach on or before 29/10/2013 Up to 3.00 PM. Only the Technical bid shall be opened on 29/10/2013 at 4.00 PM. Bidders who qualify in the technical bid shall be intimated the date & time of opening the financial bid. The representatives of bidders may remain present at the time of opening of tenders.

2.2 Time is the essence of the contract, THE WHOLE WORK IS TO BE COMPLETED WITHIN 6 MONTHS FROM THE DATE OF AWARD OF CONTRACT.

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

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- 2.4 It shall be clearly understood that the rates quoted in the tender are to be, for complete work at site, as per instructions to tenderers, conditions of contract, specifications and drawings, agenda referred to therein and also for all such works as are necessary for the proper completion of the contract. **Cost escalation shall not be permissible on any account.**
- 2.5 The tenderer shall use only the form issued with this tender to fill up the rates.
- 2.6 Every page of the tender shall be signed on the left hand side bottom corner and any tender not so complied with is liable to be treated as defective and liable to be rejected.
- 2.7 In the event of a tender being selected for acceptance **M/S R.D. P. L.** will inform the tenderer of the selected tender, who shall thereupon sign copies of the specification and other documents for the acceptance with the tender. The tenderer of the successful tender shall also deposit the required amount of the security within the prescribed time and if the tenderer fails to deposit the required amount of security within the prescribed period **M/S R.D. P.L.** may reject the tender.
- 2.8 The successful tenderer will be notified about the acceptance of his tender by the Owner and he will have to execute agreement within 7 (seven) days thereof, failing which his tender would be liable to rejection with forfeiture of the earnest money.
- 2.9 The tenderer shall fill up the complete form of article of agreement before submission of tender. Failure to comply may entail rejection of the tender.
- 2.10 Licenses and permits for all the materials under Govt. control shall have to be obtained by the contractor, however the Owner shall provide necessary help and assistance in the form of signing and forwarding the necessary documents to the concerned departments.
- 2.11 **The agreement for this acceptance shall be executed on Rs. 100/- non-judicial stamp paper of for which the stamp duty shall be borne by the contractor.**
- 2.11 The contract will be governed by the Indian Contract Act and all other relevant laws. All payments due to the contractor under the contract will be made in Indian Rupees Currency.
- 2.12 The rates quoted shall be for complete work at site and should be inclusive of incidentals necessary for carrying out the work. The rates should be inclusive of sales tax if applicable at Jaipur/ Rajasthan for work contractors, central or state Sales Tax, octroi Duty Royalty, PF & ESI or any other tax or duty levied by any government or public bodies. The rates shall be firm and shall not be subject to cost escalation conditions or any other conditions whatsoever.

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- 2.13 A schedule of **approximate quantities** for various items accompanies this tender. It shall be clearly understood that neither the Consultant nor the Owner accept any **responsibility for correctness or completeness of this schedule in respect of items and quantities and this schedule is liable to alterations by omission, deduction or additions at the description of the Owner in consultation with the Consultant without violating the terms of the contract.**
- 2.14 Form of ‘**draft of forwarding letter**’ contained in section –3 shall be completed along with submission of tender. In case of failure to do so the tender is liable to rejection.
- 2.15 The Owner does not bind itself to accept the lowest or any tender or to assign any reason thereof and also reserves the right of accepting the whole or part of the tender. The part acceptance will not violate the terms and conditions of the contract and will execute the work at the specified rates without any extra charges or compensation.
- 2.16 Language of tender :- All the documents relating to the bid/ execution of the work shall be in English only.
- 2.17 Eligibility Criterion :-

The technical bid shall have at least following information in addition to the other details:-

- a) The tenderer should have experience in execution of work for pharmaceutical construction projects. Details like monetary Value of works completed during last five years, name of clients (including dealing person) with address, proof of satisfactory completion, of work shall be submitted for checking of eligibility of the contractor.
- b) Documentary evidence/ details of adequate financial standing/ works completed, equipment’s available as well as proposed to be deployed at this project.
- c) List of Key personnel with the contractor shall be furnished along with the list of manpower/ key persons to be deployed for proper supervision of this project, giving details of their qualification and experience.
- d) Details regarding approach to have proper quality control shall be given in detail.
- e) Details of projects undertaken, projects in hand and anticipated projects during last five years/ during current year shall be given in detail.
- f) Information regarding litigation going on/ already held with the details of litigation, or orders regarding exclusion/ expulsion or black listing shall be given in detail.

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SECTION 3

DRAFT OF FORWARDING LETTER

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Section 3

Draft of forwarding letters

FROM

.....

.....

TO


M/S R. D. P. L.
Road No.12, V.K.I, Area
Jaipur – 302013
Rajasthan

Ref. Tender for **Civil, Electrical & Plumbing work on Plot of M/s R.D.P.L, Road No.12 ,VKI Area. Jaipur . belonging to of M/s R.D.P.L,**

Dear Sir,

With reference to the tender invited by you, I/we hereby offer to perform/ provide, execute and complete the works in conformity with conditions of contract, drawings and specifications for the respective items of schedule of quantities attached hereto.

2. I/We have satisfied myself/ourselves as to the location and prevailing conditions of the site, and have read carefully the articles of Agreement, conditions of contract, specifications, General and special conditions, technical specifications, drawings etc. and I/We understand that the works are to be completed within 6 (Six Months) from the date of issue of letter of intent/order and fully understand that the time will be the essence of the contract.
3. I/We encloses a demand draft for Rs.5,00,000 /- (Rupees Five lacs only) Drawn on **M/s RAJASTHAN DRUGS & PHARMACEUTICALS LTD. Jaipur** As an earnest

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money and fully understand that this amount will not bear any interest. **This earnest money shall be submitted along with Technical Bid.**

4. I/We agrees to keep the offer open for 60 (Sixty) days from the date of opening of tender.
5. Should this tender be accepted in whole or in part, I/We hereby agree to abide by and fulfill all the terms and conditions annexed hereto. If I/We agree to commence the work specified in tender documents, I/We agree that my/our earnest money shall stand forfeited absolutely to the Owner otherwise the said earnest money shall be retained by the Owner towards Security Deposit (retention money). I/We also agree to the balance retention money being deducted from my/our bills in accordance with the conditions of contract.
6. All the terms and conditions contained in the notice inviting tenders, conditions of tender, special specifications, General specifications for execution of work and additional conditions and the agreement etc. constituting the tender documents have been fully read by me/us and explained to me/us and I/We hereby accept the same and sign hereunder in the token of their acceptance.
7. We are further enclosing herewith the following documents:
 - 1) Tender documents duly signed along with detailed programme and targets of completion of each item of work.
 - 2) Details of deployment of manpower.
 - 3) Demand Draft No. Drawn On.....

Name of the partners/Directors
Of the firm

Yours Faithfully

Date:


--SD--

Witness:

Address:


Name & Signature of tenderer(s)
Office stamp & seal of the
Tenderer(s)

Occupation:

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SECTION 4

ARTICLE OF AGREEMENT

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Form of agreement

Made at Jaipur day of..... Between **M/S R.D.P.L.** hereinafter referred to as the Owner which expression shall include their heirs, executors, administrators and assigns of the one part and M/s.


.....
of the other part WHEREAS Owner is desirous of **Civil, Electrical & Plumbing work on Plot of. M/S Rajasthan Drugs & Pharmaceuticals Limited, Road. No.12 VKI. Area, Jaipur, Rajasthan** and has caused drawings and specifications describing the work to be prepared by Consultants & whereas the said drawings and the specifications and the price schedule of quantities have been signed by or on behalf of the parties hereto and whereas the contractor has agreed to execute upon and subject to the conditions set forth herein, hereinafter referred to as the said conditions the work shown upon the said drawings and described in the said specifications and the said priced schedule of quantities

“at the respective rates mentioned in the priced schedule of quantities at annexure -1, of the work order no. -----

and WHEREAS the contractor has deposited Rs.5,00,000/- as the earnest money with the Owner, which shall become part of Security Deposit to be retained until the expiry of the Defect Liability Period for the due observance and performance of the contract.

NOW IT IS HEREBY AGREED AS FOLLOWS

1. In consideration of the said contract, payment to be made to the contractor as hereinafter provided, he shall upon and subject to the said conditions execute and complete the works shown upon the said drawings and such further detailed drawings as may be furnished to him by the said Consultants on behalf of the Owner and described in the specifications and the said priced schedule of quantities.
2. The Owner shall pay the contractor such sums as shall become payable hereunder at the times and in the manner specified in the said conditions.
3. The said contract comprises the building above mentioned and all subsidiary works connected there in the same site as may be ordered to be done from time to time by said

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Consultants, even though such works may not be shown on the Drawings or described in the said Specifications or the priced schedule of quantities hereto.

4. The Owner through Consultants reserves to himself the right of altering the drawings and nature of work and adding to or omitting any items of work or of having portions of the same carried out departmentally or otherwise and such alterations or variations shall be carried out without prejudice to this contract.

5. The Owner in consultation with the Consultant reserves the right to exercise control on quality of work, check of measurement, payment certificate, variation arising in view of change of scope of work and approval of rates of extra/substituted items. The decision of the Consultant shall be final and binding in this regard.

6. The following documents shall be deemed to form and construct as part of this agreement along with the amendments, negotiated and confirmed in various subsequent letters exchanged as mentioned hereinafter and parties hereto will respectively abide by and submit themselves to the conditions and stipulations and perform the agreement on their parts respectively in such conditions contained:

- I. Notice inviting tender
- II. Instructions to tenderers
- III. General and special conditions of the contract
- IV. Schedule of quantities
- V. Employer's letter dated to the contractor awarding the contractor.
- VI. Contractor's letter dated to the Employer in acceptance of the award of contact.
- VII.
- VIII.
- IX.

7. All disputes arising out of or in any way connected with the agreement shall be deemed to have arisen at Jaipur and the Courts in Jaipur shall have jurisdiction to determine the same.

8. The several parts of this contract have been read to us and fully understood by us.

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Witness our hand this.....day of.....2013.

Signed by the said
(Employer) _____

In the presence of _____

Address _____

Signed by the said
(Contractor) _____

In the presence of _____

Address _____

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SECTION 5

GENERAL CONDITIONS OF CONTRACT

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SECTION 5

CONDITIONS OF CONTRACT

5.1 DEFINITIONS

In this contract as (hereinafter defined) the following words and expressions shall have the meaning thereby assigned to them unless the contract ascribed a different meaning:

- I. **‘Owner/ Company** means **M/S R.D.P.L.** and includes their authorized representative to deal with any matters on their behalf.
- II. **‘Engineer in charge’** or **‘Resident Engineer’** means the person appointed by the Owner and notified in writing to the contractor by the Owner/Consultant to be in-charge of the project for Civil Work, Plumbing, Electrical Work on **Plot of M/s R.D.P.L, VKI, Area, Road No. 12, Jaipur, Rajasthan.**
- III. **‘Clerk of works’** means any Engineer appointed by the Owner to perform the duties of Resident Engineer limited to supervision of works: whose authority shall be notified in writing to the contractor by the Owner/Consultant.
- IV. **‘Consultants’** means the Architect/Consultants employed by **M/s R.D.P.L ,Road no. 12, VKI Area, Jaipur (Rajasthan).**
- V. **‘Consultants representative’** means an Engineer or Consultant notified by the Consultants to act on their behalf in connection with the execution of the project vested with the notified powers.
- VI. **‘Contractor’** means the individual, firm or company whether incorporated or not, with whom the contract is entered into and includes the heirs, executors, administrators or successors, permitted assignees or legal representative, as the case may be, of such Individual, firm or company, and further includes the term successful tenderer.
- VII. **‘Sub Contractor’** means any person, firm, company or corporation engaged by the Contractor and having a contract for the execution of a part or parts of the work included In the contract, and a person, firm, company or corporation furnishing material called for in the contract and work to special design according to the plans or specifications but does not include one whole merely furnished material not so worked.
- VIII. The expression **‘contract’** means the document forming the tender and acceptance thereof and includes the invitation to tenderer, Instructions to tenderers, formal agreement executed between the Owner and the Contractor, general conditions of the contract

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together with documents referred to therein, Technical specifications, Drawings and priced schedules of quantities. All these documents, taken together shall be deemed to form one contract and shall be complementary to one another.

- IX. **‘Tender’** means the offer made by any individual, firm, firms or company /companies for execution of works.
- X. **‘Tenderer’** means the individual firm/firms or company/companies submitting a tender.
- XI. **‘Acceptance of tender’** means the letter or memorandum from the Owner communicating to the acceptance of this tender and includes the advance acceptance of his tender.
- XII. **‘Contract Price’** means the cost worked out on the basis of quantities prescribed in the ‘schedule of quantities ‘and the rates named in the agreement, subject to such additions thereto and deductions there from as may be made under the provisions hereinafter contained.
- XIII. The expression **‘works’** and **‘work’** where used in these conditions shall, unless thereby something either in the subject or context repugnant to such constructions, be constructed, to taken to works by or by virtue of the contract contracted to be executed, whether temporary or permanent, and whether original, altered, substituted or additional.
- XIV. **‘Drawings’** means the drawings referred to in the tender documents including any modification of such drawings approved in writing by the Consultant or his representative and such other drawings as are made from time to time and furnished by the contractor and approved by the Consultant or his representative.
- XV. **‘Temporary work’** means all temporary works of every kind required in and about the execution, completion or maintenance of the works.
- XVI **‘Urgent work’** shall mean any urgent measures which in the opinion of the Resident Engineer become necessary during the progress of the work to obviate any risk of accident or failures or which become necessary for execution urgently.
- XVII. **‘Constructional plant’** means all plant machinery, appliance of every nature required in or about the execution of the works, or temporary works but does not include materials or other things intended to form or forming part of the accepted tender.

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- XXVIII. **‘Site’** means the actual place or places as described in the tender at which the works is to be carried out by the contractor together or with so much of area surrounding the said place or places as the contractor shall with the consent of the Resident Engineer, actually use in connection with the works otherwise than merely for the purpose of access to the said place or places.
- XXIX. **‘Scheduled bank’** means a bank scheduled in the second schedule of the Reserve Bank of India act, 1934, or modifications thereto.
- XX **‘Normal working hours’** shall mean 9 (Nine) hour per day. The specific timing would depending upon the seasons.
- XXI **‘A Day’** shall mean a day of 24 hours from mid-night to mid-night irrespective of number of hours worked in that day.
- XXII **‘A Week’** shall mean 7(seven) days without regard to the number of hours worked in any day in that week.
- XXIII **‘A Month’** shall mean a calendar month without regard to the number of days in that month.
- XXIV **‘Unit’** means metric units.
- XXV Terms and expressions not herein defined shall have the meaning assigned to them in the Indian General Clauses Act, 1897 or the Indian Contract Act or the Indian sale of goods Act or any other Indian applicable law, as the case may be.
- XXVI **‘Approved’** and **‘Approval’** respectively mean approved or approval in writing including subsequent written confirmation of previous verbal approval.
- XXVII **‘TEST’** mean such tests as are prescribed by the specifications herein or by the Resident Engineer or his Representative, whether performed by the contractor or by the Resident Engineer or his Representative or any agency acting under the direction of Resident Engineer.
- XXVIII **‘Act of insolvency’** shall mean any act of insolvency defined by the Presidency Town Insolvency Act or or the provincial insolvency act amending such original.
- XXIX **‘Specifications’** means the standard specifications for works and materials of the Owner and specifically brought out in the notice inviting the tender as amplified added to superseded by special specifications and embodied in the contract. In absence of any

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specifications for any item of the work, the relevant specifications in C.P.W.D. and IS code shall be executed accordingly.

XXX **‘Notice in Writing’** or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.

XXXI **‘Period of maintenance’** means the specified period of maintenance from the date of completion of the works, as certified by the Engineer.

XXXII **‘Hindrance Register’** shall mean the register maintained at the site of work showing the item affected, the date on which the delay occurred and the date on which the delay cleared and reason for delay. These entries shall be signed by the contractor, Owner/Engineer or their authorized representative.

XXXIII **‘Virtual Completion’** Virtual Completion shall mean that the works are ready and fit for occupation, including all installations as required in the contract in complete working order to the full satisfaction of the Owner.

Defect Liability period shall be taken from the Contract data and calculated from completion of the project.

5.2 **Extent of contract**

5.2.1. Extent of contract

The contractor shall supply at his own cost all materials (except such special materials, if any as may in accordance with the contract be supplied from the Engineer-in-Charge’s stores), plants, tools, appliances, implements, leaders, cordage, tackle, scaffolding, and temporary works required for the execution of the work whether original, altered or substituted and whether included in the specifications and other document forming the part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying of conditions he is entitled to be satisfied . Which he is entitled to require together with carriage therefore to and from the work.

5.5.2 Sufficiency of Tender

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the work and of his prices for the work and

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of his prices stated in the schedule, which shall, except in so far as it is otherwise provided in the contract and all matters and the things necessary for the completion and maintenance of the work.

5.5.3 Assignment or Sub letting of contract

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

5.5.4 Power to make Alterations

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

5.2.5 Works Subject to Approval of Owner/Consultant.

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

5.2.6 Electricity and Water charges

1) Water and Electricity shall be supplied by the Owner to the contractor, and shall bear no charges for consumption. These shall be provided at one point only and contractor shall have to make arrangement for distribution of the same.

2) Urgent repairs and Urgent works

If by reason of any accident or failure or other event occurring to or in connection with the work or any part thereof either during the execution of the work or during the period of guarantee, any remedial, or other work or repair shall in the opinion of Resident

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Engineer be urgently necessary for security and get the contractor is unable or unwillingly at once to do such work or repair, the Owner may on its own work done/remedied/repared as the Resident Engineer may consider necessary. If the work or repair so done by the Owner is such, which, in the opinion of Consultant the contractor is liable to do at his own expense under the contract, all costs and charges incurred by the Owner in doing so shall on demand be paid by the contractor to the Owner or may be deducted by the Owner from any money due or which may become due to the Contractor, provided always that the Resident Engineer shall soon after the occurrence of any such emergency as may be reasonably practicable notify the contractor thereof in writing.

5.3 Consultants Status and Decisions

a) Status:

The Consultant shall have general supervision & direction of the work. He has authority on behalf of the Owner/company to stop the work whenever such stoppage may be necessary to ensure the proper execution of the work. The Consultant shall be the interpreter of the conditions of the contract and the judge of its performance.

b) Decisions:

The Consultant shall, within a reasonable time, make decisions on all claims of the contractor and on all other matters relating to the execution & progress of the work or the interpretation of the contract documents. The decision, opinion, direction of the Consultant with respect to all or any of the following matters shall be final and without appeal:

- i) Variation of modifications of the design.**
- ii) The quality or quantity of works or the additions/ alterations or omissions or substitutions of any work.
- iii) Any discrepancy in the drawings or between the drawings and / or specifications.
- iv) The removal and/or re-execution of any works by the contractor.
- v) The dismissal from the work of any persons employed thereon.
- vi) The opening up for the inspection of any work covered up.
- vii) The amending and making good of any defects under defects liability period.
- viii) Approval of materials and workmanship.

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

Provided that any action under the above clauses is subject to approval of the Owner, if the variation has any financial implication.

- c) Dismissal:

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

5.4 **Directions regarding drawings and design.**

5.4.1 Drawings and Specifications

- a) After signing the contract, the Contractor will be given free of charge three prints of all contract drawings. The Contractor shall make at his own expense any additional copies he requires. One copy of the drawings furnished to the Contractor as aforesaid shall be kept by the contractor at the site and the same shall, at all reasonable times be availed for the inspection and use by the Consultant and his representative and by any other person authorized by him in writing.
- b) Such further drawings and instructions including revisions, as the Consultant may furnish to the contractor shall form part of this contract.
- c) Figured dimensions shall be followed in preference to scale, the detailed drawings in preference to general layout drawings. The contractor shall verify all dimensions in the field before any work is commenced and obtain instructions of the Consultant in case of any discrepancy.
- d) A copy of the tender documents and all relevant drawings and specifications shall be obtained by the Contractor and kept at site for reference.
- e) The Resident Engineer, on consultation with the Consultant, shall have power and authority to supply to the contractor from time to time during the progress of the work, such further drawings and instructions as shall be necessary for the

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purpose of proper and adequate execution and maintenance of work, the contractor shall carry out and be bound by the same.

5.4.2 Action where no specifications

In case of any work for which there are no specifications in the contract, such work shall be carried out in accordance with the directions of the Owner/Consultant.

5.5 **Directions for execution of work**

5.5.1 Settings Outs

The contractor shall be responsible for the true and proper setting out of the works in the relation to the original points, lines and levels of reference given by the Owner/Consultant in writing and for correctness subject as above mentioned of all the positions, levels, dimensions and alignments of all parts of the work and for the provision of all necessary instruments, appliances and labor in connection therewith. If at any time during the progress of the work any error shall appear or arises in any part of the work. The contractor on being required to do so by the Engineer shall at once rectify such errors, to the satisfaction of the Owner/Consultant or their representatives. The Checking of any setting out or line or level by the Consultant or their representative shall not in any way relieve the contractor of his responsibility for the correctness thereof and the contractor shall carefully protect preserve all bench marks, site burjies etc. used in setting out all work.

5.5.2 Work to be to the satisfaction of Owner/Consultant

The contractor shall execute, complete and guarantee the work in accordance with the contract to the satisfaction of the Owner/Consultant and shall comply with and adhere strictly to his instructions and directions on matters (Whether mentioned in the contract or not) touching or concerning the work

5.5.3 Engagement of labour

The contractor shall employ labor in sufficient numbers either directly or through sub-contractors, where such subletting is permitted to maintain the required rate of progress and quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Owner/Consultant. The contractor shall not employ in connection with the works any person who has not completed his fifteenth year of age. The contractor shall comply with the provisions of the payment of wages act, 1936; minimum wages act,

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1948; workmen's compensation act, 1923; Industrial disputes act, 1947; Maternity benefit act, 1961 and mines act, 1952; The employees state insurance act, 1948; Safety code and labor welfare Act, Owner's liability act, 1938; Contract labor (regulations and abolishing) Act or rules, or any modifications thereof or any other law relating thereto and rules made there under from time to time.

The contractor shall indemnify the Owner against any payment made under and for observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors. The contractor shall provide and maintain at his own expense all lights, guards, Fencing and watching when and where necessary or required by the Resident Engineer for the protection of the works or for the safety and convenience of those employed on works or the public.

5.5.4 Disruption of Progress

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

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

5.5.5 Rectification of Defects

If, it shall appear to the Owner/Consultant or his representative in charge of the works that any work has been executed with unsound, imperfect or unskillful workmanship or material of any inferior description, the Contractor shall, on demand, in writing from the Owner/Consultant specifying the work materials or articles complained of shall rectify or remove and reconstruct work so specified in part, as the case may require.

5.5.6 Samples

Samples of the materials to be used in works, as per the schedule of quantities, shall be submitted for approval of Owner/Consultants, Within 7 Days of commencement of contract. No material of which samples have to be submitted shall be used in the work unless the Owner/Consultant has approved them in writing.

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The contractor at his own cost in recognized laboratory if required to establish the reliability of the sample perform laboratory Tests.

5.5.7 Cost of Tests

The cost of preparing samples and carrying out tests for quality of material or workmanship will be born by the contractor except for such exclusions as are specifically mentioned in the specifications laid down in contract. The cost of all tests carried out by laboratories directed by the Owner/Consultants or his representative will be borne by the contractor.

5.5.8 Free access to work sites

The contractor shall provide all necessary and reasonable facilities and free access to the works and his records at site of work to the Owner/Consultants and their representative. He shall provide facilities and space to the satisfaction of the Owner/Consultants or his representative will be borne by the contractor.

5.5.9 Inspection of work

All work under or in course of execution or executed in pursuance of the contract shall at all times open to inspection and supervision of the Consultant or his representative and the contractor at all times during the usual working hours, and at all other times which reasonable notice of the intention of the Consultant and his representative to visit works shall have been given to the contractor, either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose. Orders to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

5.5.10 Preparation of construction Program schedule

The contractor in consultation with the Resident Engineer shall prepare a program schedule of the activities. Contractor should prepare bar charts of the projects activities as well as cash flow statements in the light of the tendered quantities and their rates respectively. Under no circumstances shall this schedule be prepared later than one week of finalization of contract. Throughout the work, all programme, schedules and charts shall be revised wherever any significant change occurs. The contractor shall also submit monthly progress chart to the Owner/Consultants.

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5.5.11 Site Order Book

The contractor shall maintain a Site Order Book at the site of the works wherein the instructions of the Owner/Consultants or his representative shall be recorded. The site order book shall be the property of the Owner and the instructions recorded herein shall be deemed to have the same force and effect as if they had been given to the contractor himself. The contractor or his representative on the site must sign the book in token of his having persuaded the orders given therein.

5.5.12 Hindrance Register

A Hindrance register shall be maintained at the site of work wherein the contractor shall notify the items affected and the execution of work, the delay was cleared. These entries shall be initiated by the Resident Engineer as well.

5.5.13 Suspension of work


The contractor shall on the written order of the Owner/Consultant suspend the progress of the work or any part thereof for such time or times and in such a manner as the Resident Engineer may consider necessary and shall during such suspension properly protect and secure the work as considered necessary in the opinion of the Owner/Consultant or his representative in-charge of the work. No Compensation shall be Payable to the contractor on whatsoever account for the suspension of work.

5.5.14 Extension of time for completion

If the contractor shall desire an extension of the time for the completion of work, on his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Owner/Consultant within 10 days of the date of starting of the hindrance on account of which he desires such extension as aforesaid. The Owner/Consultant shall, If, in his opinion (which shall be final) reasonable grounds be shown, will authorize, such extension of time, if any, as may in his opinion be necessary or proper. The Consultant shall, at the same time inform the contractor whether his claim for the delay is tenable or not and extension granted shall be without prejudice to the right of the 'Owner' to recover liquidated damages for delay as per provisions of para 5.5.15.

5.5.15 Liquidated damages for delay

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

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stipulated period of the contract, be carried out with all diligence. If the contractor fails to complete the work within the time prescribed or within the extended time under the contract, he shall pay to **M/s R.D.P.L , VKI, Area, Jaipur, Rajasthan** on demand amount without prejudice to other rights and remedies may have against the contractor, a sum of Rs.10, 000/- as liquidated damages for such faults, and not as a penalty for every week or part thereof for which the works remain unfinished after the stipulated date of completion, provide that the total liquidated damages payable shall not exceed 5% of the contract price **M/s R.D.P.L ,** May, without prejudice to any other method of recovery, deduct the amount of such damages from any money due or which damages from any money due or which become due to the contractor. The recovery or deduction of such damages shall not relieve the contractor from any obligations and liabilities under the contract.

5.5.16 Defects Liability Period

The contractor shall be responsible to make good and remedy at his own expense within such period as may be stipulated by the Resident Engineer any defect which may develop or may be noticed before the expiry of 1 years from the certified date of completion and intimation of which has been sent to the contractor within seven days of the expiry of the said period.


5.6 Security Deposit and performance guarantee

5.6.1 The payment of each approved Running Account Bill and/ or the payment of advance (if any) to this account shall be subject to deduction of the following :-

| PURPOSE | RATE OF DEDUCTION | REMARKS |
|-----------------------|-------------------|---|
| Security Deposit | 10% (ten percent) | Till the total amount of S.D. reaches Rs. 10,00,000/- (including EMD) |
| Performance Guarantee | 5% (Five percent) | Continue till the last & final payment of bills |

5.6.2 Refund of Security Deposit

Subject to the other terms and conditions of this contract, the 50% amount of Security Deposit will be refunded to the contractor after successful completion of the entire work & duly approved and balance 50% would be paid after 12 months/rainy season or after adjusting over payments, if any, detected by the Owner and after the final bill has been paid.

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5.6.3 Forfeiture of Security Deposit

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

5.6.4 **Interest on the Security Deposit**

No interest would be payable by the Owner to the Contractor on security held in deposit.

5.6.5 REFUND OF PERFORMANCE GUARANTEE AMOUNT The total amount deducted towards performance guarantee shall be refunded after 1 year from the date of approval of final bill of completion of work, subject to clearance from competent authority regarding satisfactory performance of the work executed till the expiry of performance guarantee period.

5.7 **Measurement and Payments**

5.7.1 A Bill supported with measurement details shall be submitted by the contractor fortnightly on or before the date fixed by the Owner/Consultant for all works executed in the previous period and the Owner/Consultant or his representative shall verify the requisite measurement for the purpose of having the same verified for the claim as far as admissible, if possible before the expiry of 15 Days from the approval of the bill (approval by consultant) . If the contractor does not submit the bill within the time fixed as aforesaid, the Owner/Consultant or his representative shall by giving a notice of three days to the contractor measure up the said work in the presence of the contractor whose counter signature to the measurement list will be sufficient warrant: and the Owner/Consultant or his representative shall prepare a bill from such list which shall be binding on the contractor in this respect. The contractor shall give at least two days notice to the Owner/Consultant before covering up and places any work beyond reach of measurement.

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

All such intermediate payments to the contractor shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskillful work to be removed and taken away or reconstructed or re-erected, or be considered as an admission of due performance of the contract and any part thereof in any respect, or the accrual of any claim nor shall it conclude, determine or affect in any way the powers of the Owner/Consultant under these conditions or any of them as per the

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final settlement or adjustment of the accounts or otherwise, or in any other way vary from the contract.

5.7.2 Final Bill and Final Measurement

Final bill supported with consolidated measurement of the full work executed shall be submitted by the contractor within 1 Month of completion of work and the payment would be made after one month.

The Owner/Consultant shall have power to withhold any certificate/payment if the works or any part thereof are not carried out to his satisfaction or some discrepancies or accounts/audit objections are noticed and raised requiring clarifications or rectifications. When the final bill has been verified and corrected, the Owner/Consultant will give fifteen days notice to the contractor to countersign the bill in token of acceptance, the contractor shall countersign the bill within the above fifteen days or intimate in writing his intention to dispute. If the contractor fails to take appropriate action as above within the time prescribed, the bill finalized by the Owner/Consultant or his representative shall be final and binding on the contractor shall have no right to dispute the same.

5.7.3 Claim for interest

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

5.7.4 Rates for Extra Additional, Altered or substituted work

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

- i) If the rates for similar additional, altered or additional or substituted work are directly available in the contract for the work, the contractor is bound to carry out the work at the same rates as are available in the contract for the work.
- ii) If the rates for additional, altered or substituted are not directly available in the contract for the work. The rates will be derived from the rates for a similar class of work as are specified in the contract for the work.

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- iii) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub-clause (i) to (ii) above then the contractor shall within 7 Days of the date of receipt of order to carry out the work, inform the Owner/Consultant of the rate which he is intending to charge for such work supported by analysis of the rate or rates claimed. Rates finalized and approved by the Owner/Consultant on the basis of these details will be final and binding. The contractor will be paid 20% for (overheads and profit) on (if supplied by the contractor) the cost of materials and labour for extra items. However the Owner/Consultant by notice in writing will be at liberty to cancel his order to execute such work and arrange to carry it out in such a manner, as it may deem advisable. But under no circumstances shall the contractor suspend the work once ordered in writing on the plea of non-settlement of rates.

5.7.5 Reimbursement of variation in price

Prices and rates quoted by the builders shall be considered as firm for the complete work and entire duration of the contract. No claim for extra payment due to rise in any rates of new material and labour or due to whatsoever reason, shall be considered.

5.8 QUALITY COMMITMENTS

5.8.1 Quality of work

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

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

5.8.2 Cost of execution of work or repair etc.

All work of repair shall be carried out by the contractor at his own expense if the necessity thereof shall in the opinion of the Consultant/Resident Engineer, be due to the use of materials or workmanship not in accordance with the contract or on account of neglect or failure on the part of contractor to comply with any obligation expressed or implied on the contractor's part under the contract. If, in the opinion of the

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Owner/Consultant such necessity shall be due to any other cause the value of such work shall be ascertain and paid for as if it were additional work.

5.8.3 Remedy on contractor's failure to carry out the work required.

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

5.8.4 Certificate of completion of works

On completion of the work, the contractor shall be furnished with the certificate, but no such certificate be given nor shall the work be considered to complete. the contractor shall have removed from the area of the premises (to be distinctly marked by the Owner/Consultant in the site plan which, the work shall be executed) all scaffolding, surplus materials, rubbish and clean the dirt from all wood work, doors, windows, walls, floors and any other parts of the building in or upon the work is to be executed, or of which he may have in possession for the purpose of the execution hereof. If the contractor shall fail to comply with the requirements of the clause as to the removal of scaffolding, surplus materials and rubbish and cleaning off dirt on or before the date fixed for the completion of the work, the Consultant may at the expense of the contractor remove such scaffolding, surplus materials, rubbish and dispose of the same as he thinks fit, and the contractor shall forthwith pay the amount of all expense so incurred, and shall have no claim in respect of any such scaffolding or surplus material as aforesaid except for any sum actually realized by the sale thereof.

5.8.5 Period Guarantee for complete work

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

5.8.6 Contract valid during guarantee period

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

5.9 Rescinding/Terminate Contract

5.9.1 Rescinding Contract

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

- (a) To rescind the contract (of which rescission notice in writing to the contractor under hand of the Consultant shall be conclusive evidence), and in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the Owner.
- (b) To employ a contractor paid by the Owner, and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certificate of Consultant shall be final and conclusive against the contractor) and crediting with the value of work done, in all respects in the same manner and at the same rates as if it has been carried out by the contractor under the terms of the contract. The certificate of the Consultant as to the value of the work done shall be final and conclusive against the contractor.
- (c) To measure up the work of the contractor, and to take such part of the work of the contractor as shall be unexecuted out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work has been executed by him (of the amount of which excess certificate in writing of the Consultant shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by Owner under the contract or otherwise, or from his security deposit or the proceeds of sales thereof, or a sufficient part thereof.
- (d) In the event of any of the above courses being adopted by the Consultant, the contractor will have no claim to compensation to any loss sustained by him by reason of him having purchased any materials, or entered into any engagements or made any advances on account of execution of the work or performance of the contract. And in case of the provisions aforesaid, the contractor shall not be entitled to be paid for any work actually performed under this contract unless and until the Consultant shall have certified in the writing the performance of such work and the value payable in the respect and he shall only be entitled to be paid the value so certified.

5.9.2 Termination of the Contract

If at any time after the commencement of the work the Owner for any reason whatsoever not require the whole or part thereof as specified in the tender to be carried out, Consultant shall give notice in writing of the fact to the contractor who shall have no claim to any claim or compensation whatsoever on account of any profit or advantage,

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which would have derived from the execution of work in full, but which he did not derive in consequences the full amount of the work not having been carried out, either shall he have any claim or compensation by reason of any alteration having been made in the original specification, or the designs and instructions which shall involve any curtailment of the work originally contemplated.

5.9.3 Jurisdiction

The contract and its operations shall be governed by the laws of India for the time being in force, irrespective of the places of delivery of materials the place of the execution of the work or places of the payment under this contract shall be deemed to have been entered into at Jaipur (Rajasthan).

5.9.4 Bye Laws of Local Authorities & Legal Compliances

The Contractor shall confirm to the provisions of any government Acts, which relate to the work and to the regulation bylaws of the any local authorities. The contractor shall give all such notices required by the said act or laws, etc., and pay all the fees payable to such authorities and allow for these contingencies in his tendered rates including fees for encroachment, stacking charges, charges, costs of restoration, etc., and all other fees payable to the local authorities. The contractor shall keep the Owner indemnified against all penalties and liabilities for every kind of breach of such Act, Rules, Regulations or Byelaws. Contractor shall comply with all laws and statutory regulations dealing with the employment of labour such as:

- i) The Payment of the Wages Act, 1936
- ii) The minimum Wages Act, 1938
- iii) The Workmen compensation Act, 1923
- iv) The Contractor Labour (regulations and abolishing) Act
- v) The Owner's Liability Act, 1938
- vi) Industrial Dispute Act, 1938
- vii) Maternity Benefit Act, 1961
- viii) The Employees State Insurance Act, 1948
- ix) Factories Act 1948
- x) Building & other Construction workers' act 1996 & Cess Act 1996

Safety code, Labour Welfare Acts or rules or any modifications thereof any other laws and Regulations framed by the competent Legislative Authorities from time to time.


5.9.5. Arbitration

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Settlement of Disputes by Arbitrator


All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works, whether during the progress of the works or after their completion and whether before or after the determination or breach of the contract, shall be referred to INTERNATIONAL CENTRE FOR ALTERNATIVE DISPUTE RESOLUTION having its office at plot no.6 ,Vasant kunj institutional area , phase -ii ,New Delhi-110070 and its decision/ award shall be binding on both the parties.

In case either party fails to accept the award of the arbitrator the other party may refer the matter to the court of law having jurisdiction at Jaipur only.

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SECTION 6

SPECIAL CONDITIONS OF CONTRACT

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SECTION 6

SPECIAL CONDITIONS OF THE CONTRACT

- 6.1 Payments against Materials at site shall not be made to the Contractor.
- 6.2 **Escalation – NO ESCALATION ON LABOUR & MATERIAL SHALL BE PAID**
- 6.3 Schedule of completion of work

The contractor should complete the work as per the given time in tender. He should give his time frame as per details furnished below:

(To be filled by the Contractor)

| S.No. | Segment of Work | Period of Completion |
|-------|-----------------|----------------------|
| 1 | Civil work | |
| 2. | Electric work | |
| 3. | Plumbing work | |

- 6.4 Rates quoted for similar items should be same for both blocks. In case of any difference in rates for similar items, the lower rate shall be considered for tender purpose.


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SCHEDULE OF QUANTITIES

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PREAMBLE TO THE SCHEDULE OF QUANTITIES

1. All works involves should be carried out as per the standard CPWD specifications and with a workmanship of high quality
2. The quantities mentioned against each item are tentative and can vary to any extent.
3. **M/s R.D.P.L** ,reserves the right to completely alter or substitute any item at any stage of work and the contractor will not have any objection to such change/changes.
4. Rates quoted shall be applicable for all the floors i.e. from 1st to 3rd floor and can be executed in any proportion on any floor.
5. The discretion/decision with regards to serviceable or unserviceable materials of the demolition /dismantling work shall rest with the **M/s R.D.P.L** . and the same shall be final and binding on the contractor.
6. All proceeds from the Auction/Sale of serviceable/unserviceable materials shall be deposited with the **M/s R.D.P.L**. and the contractor shall have no claim whatsoever on the same.
7. **M/s R.D.P.L**. will be represented by the Engineer-in-charge of the project and its Consultants who will be supervising the work and the contractor will have to provide them complete support, Facilities and co-operation for supervision of work during execution and checking of contractor's Bills.

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