

# **TENDER DOCUMENT**

## **PROJECT:**

Renovation Work for Fixing Water Logging issue of  
the Cochin Chapter

## **EMPLOYER**

**The Institute of Cost Accountants of India, Cochin Chapter**

**CMA BHAVAN**

**Kaloor**

**Contact:** Person Mr. Kalesh B

**Contact No.** 0484 2403536/2400130, 9895172979

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## TENDER PARTICULARS

1	Project	CMA Bhavan, Kaloor, Kochi
2	Description of Work	Renovation Work for Fixing Water Logging issue of the Cochin Chapter
3	Anticipated Date of commencement of project	10 <sup>th</sup> April 2026
4	Duration in calendar days	30
5	Anticipated Date of completion	9 <sup>th</sup> May 2026
6	Date of issue of Tender form	From 16 <sup>th</sup> March 2026 to 5 <sup>th</sup> April 2026
7	Period for tender preparation	21
8	Last date of submission	On 5 <sup>th</sup> April 2026
9	Time	<b>up to 5 pm</b>
10	Place of submission	<b>CMA Bhavan, Kaloor, Kochi</b>
11	Cost of Tender Form	Rs.500/- including GST
12	Earnest Money Deposit (EMD)	Rs.6000/-
13	Form of EMD	Demand Draft
14	EMD in the name of	The Institute of Cost Accountants of India, Cochin Chapter
15	Payable at	Ernakulam
16	Quoting pattern	Item rate
17	Technical specification	As per latest CPWD technical specifications and IS Codes
18	Retention Money (Performance Security) to be deducted from bills	5% of certified Gross Value of the bill.
19	Estimated Cost	Rs.2,90,000/- Plus GST as applicable.
20	Release of retention money	100% After expiry of Defects Liability Period.
21	Defects Liability period (DLP)	<b>12 months</b> from date of completion of entire work to the satisfaction of the Institute and handover of works as per the scope of this tender.
22	Mile stones and liquidity damages	As per milestone chart attached as <b>Annexure 2</b> to the tender document.
23	Income Tax deduction	As per prevailing statutory norms.
24	Price variation	Not applicable. Contractor shall quote firm prices for all the items for the entire tenor.
25	Bill submission stages	As per Bill submission stage details attached as <b>Annexure 3</b> in the tender document.
26	Value of interim Bill	NIL
28	Period of final measurement	1 week from the date of Virtual Completion of the work.
29	Period of honoring final bill	Within 20 days after the acceptance of final bill.
30	Owner supply materials	As per Owner Supply details attached as <b>Annexure 4</b> in the tender document.
31	Approved material list	As per Approved Material list attached as <b>Annexure 5</b> in the tender document.
32	Mobilization advance if required	No Mobilization Advance will be paid.

33	Other terms and conditions	As per the <b>general and special conditions of contract</b> attached herewith
34	Contractors' superintendence	<b>A full time Engineer/Supervisor</b> shall be deployed at site. The Institute and PMC will interact with this person only.
35	Contractor reporting	Contractor shall daily report to the Institute /PMC in the prescribed formats and shall take immediate actions mentioned for issues registered in site order book or communicated through phone, mail or WhatsApp.
36	Water and electricity	The Institute shall provide power and water at one point at site. The statutory expenses of both will be borne by the Institute. All distribution expenses shall be borne by the Contractor. Contractor shall help the Institute to install the power and water at site if needed.
37	Shuttering	Steel Shuttering
38	Concrete mixing and compaction	Machine mixed and vibrator compacted preferably site mixed. For the use of RMC special approval from the Institute /PMC needed.
39	Curing	min 10 days from the casting day onwards
40	Mandatory Tests to be done	28 <sup>th</sup> day compressive test and slump for all major RCC works. Rest as per the instruction of the Institute/PMC.

## NOTICE INVITING TENDER

1. Sealed item rate tender is invited by the Institute for the works described in tender particulars.
2. Tender document for the above work may be collected from the employer.
3. The complete set of tender documents duly completed priced and signed together with the enclosure listed under clause 7, must be submitted in a sealed envelope super scribing the name of the tender and deliver to employer before the last date of submission specified in tender particulars.
  - 3.1. Tenders received after the stipulated time and date will not be considered and rejected.
  - 3.2. The tenders will be evaluated by the employers and the decision taken within 45 days of submission of the tender.
4. Tenderers are expected to price their tender so as to strictly confirm to the various terms and conditions stipulated in the tender documents, without making any corrections, alterations etc. of their own. If however the tenderer wishes to specify their own terms and conditions, they may do so in a separate letter which shall be pinned or stapled to the "Form of tender" contained in this tender document.
5. No paper or sheet or drawing shall be detached from or attached to the tender document except as provided in clause 4.0 above and clause 7.0 below and clauses 3 & 4 of the Form of tender. Any erasure or alterations made by the tenderer while filling up the "Form of tender" or pricing the "Schedule of the Quantities" must be attested by initials of the tenderer. Overwriting is not permitted. Failure to comply with any of these conditions will render the tender liable for rejection.
6. Tender shall remain valid for acceptance for a period of 3 (three) months from the date of notification last date for receiving tenders, mentioned in clause 3.0 above
7. The tender documents and accompaniments shall consist of the following duly submitted in a single sealed envelope.
  - 7.1. A covering letter from the tenderer detailing his own special terms and conditions to his tender.
  - 7.2. A list of all documents accompanying the tender.
  - 7.3. Schedule of quantities with tender rates and amounts.
  - 7.4. Tender documents section 1, special conditions of the tender, general conditions of the contract and technical specifications.
  - 7.5. Tender drawings.
  - 7.6. Detailed outline report giving the time schedule for all preliminary arrangements the contractor intends to make before start of the work, a bar chart giving details of the schedule for the work and the cash requirement statement.
  - 7.7. A list of similar work executed by the tenderer during the last three years.
  - 7.8. A list of construction equipment/materials available with the tenderer and proposed to be used in this work.
  - 7.9. A certificate of financial support issued by Bankers, if any
  - 7.10. A copy of partnership deeds/articles of associations as the case may be.
  - 7.11. A copy of GST Certificate.
  - 7.12. A copy of Provident Fund & ESI Registration Certificate If any.
  - 7.13. Earnest money as mentioned in clause 10.0 below.

8. The tender shall be accompanied by the Earnest Money Deposit (EMD) for the amount specified in the tender particulars in the form of Demand Draft or bank guarantee favoring the employer. The Earnest Money Deposit (EMD) required as per above, which will not carry any interest, will be refunded to the unsuccessful tenderer as soon as the contract is awarded within the Tender Validity Period. In the case of - the successful tenderer having provided the EMD in the form bank guarantee the same shall be replaced with a demand draft on any scheduled bank in favor of the employer and the same shall be treated as initial security deposit (ISD).

EMD is to be submitted along with the Technical bid in the form of Account Payee Demand Draft/Banker's Cheque in favour of "The Institute of Cost Accountants of India, Cochin Chapter", payable at Kochi, drawn on any Commercial scheduled Banks. No interest shall be paid on the EMD.

The Micro and Small Enterprises (MSE) units registered with MSME and certificates obtained from NSIC under the Single Point Registration Scheme (SPRS) shall be exempted from payment of Earnest Money Deposit (EMD) on production of the requisite proof in respect of a valid certification from NSIC. A copy of a valid MSME certificate for the relevant work should be enclosed with the technical bid of the tender.

The EMD of unsuccessful bidders shall be refunded to them without any interest after the decision of awarding the work to the L-1 bidder is taken.

9. The time of completion is as mentioned in tender particulars from the date of work order. The price quoted, the time required for completion and the standard of workmanship will be the main criteria for considering the tenders.
10. The tender notice will be a part of the contract document.
11. The tenderer is deemed to be familiar with standard specifications of CPWD, Indian Standards Institute, National Building Code and Construction procedure.
12. Any Tender which does not fulfill any of the above or is incomplete in any way or is not accompanied by full earnest money as prescribed is liable for rejection. A tender not accompanied by Income Tax Clearance Certificates renders itself liable for rejection. If a tenderer reserves the right to decline to carry out any work included in tender, his tender is liable for rejection.
13. The Tenderer shall visit the site of work in order to acquaint himself with the condition of the site the locality and its environment.
14. Tenderer shall deem to have full knowledge of all the documents, site etc. whether he has inspected them or not. The submission of tender implies that he has read this notice and general conditions of contract and has made himself aware of the scope and specifications and other factors bearing on the tender.
15. EMD furnished by the successful tenderer shall be treated as security deposit at the time of agreement.
16. Successful tenderer will be required to execute an agreement at his expense on proper value stamp paper as per the standard local practice for the due and proper fulfillment of the contract within 7 days of acceptance of the tender.
17. Canvassing in connection with the tender is strictly prohibited and tenders submitted by the contractors who resort to canvassing will be liable to rejection.
18. Income tax as per the rules and directions of the Income Tax Department prevailing in force at the payment of bills will be deducted while making payment or when crediting the amount to his/their account. Any stipulation by a tenderer that income tax deductible from these bills shall be borne by the Employer will result in summary rejection of his/their tender.

## **ELIGIBILITY CRITERIA AND GENERAL CONDITIONS OF SELECTION**

1. The bidder must have executed similar works during any of last 3 years.

### **NOTE:**

- a) The contractors should be equipped with the necessary infrastructure like building construction equipment, machinery and tools, labour strength etc.
- c) The contractor is required to furnish their registration details of firm with PAN No, TAN No, GST No etc. The applicant is to furnish the registration details for the EPF/ESI and the Labour license details under the contract labour Act.
- d) Preference will be given to those who have a history of timely completion of works, taken up by them during the last 5 years. If the works could not be completed within the stipulated time in any of the cases it should have been completed within the extended time approved by the appropriate authority of the organization.
- e) The Institute shall not be responsible for the late receipt due to postal delay, strikes or any other reasons. Application received after stipulated time and date will not be considered and the Institute will not responsible for non-receipt or late receipt of any application send by post/courier service. The incomplete application is liable to be rejected summarily and Institute reserves the right to accept or reject any or all applications without assigning any reasons thereof.
- h) Any clarification required by the Institute regarding the application should be furnished within the stipulated time instructed by the Institute, failing which the Institute reserves the right to cancel the application for pre-qualification without assigning any reason thereof.

**Signature of the Contractor with seal**

## **EVALUTION OF PRICE BIDS**

**Price bids of the vendors will be opened for further processing. The lowest (L1), will be identified and work will be awarded to the lowest (L1) bidder.** If the lowest bidder (L1) fails to accept the LOA within ten days of the award of contract, the Earnest Money the L1 bidder will be forfeited.

## **AWARD OF CONTRACT**

The work will be awarded to the bidder who offered the lowest (L1) financial bid among the bidders.

### **Validity period of Bid and Agreement:**

- (i) 90 days shall be the validity period of bids from the date of opening of the Price Bid.
- (ii) 9 Months shall be the validity period of agreement from the date of concluding agreement.  
On award of the contract, the firm is expected to take up/commence the assignment within three days of time.

**Signature of the Contractor**

**FORM OF TENDER & TENDER PARTICULARS**

Dear Sir,

1. Having examined the tender documents contained here to relating to the work specified in the tender particulars hereinafter set out, and having visited and examined site of the works specified in the said tender particulars, and having acquired the requisite information relating thereto, as specified in the said tender particulars, at the rates mentioned in the schedule of quantities hereto, (which for the specified quantities amounts to a total of Rs. ....) and in accordance with all respects of the specifications, designs, drawings and instructions in writing referred to in the tender notice, articles of agreement, general conditions of the contract, special conditions and schedule of quantities and with such materials as are provided and in all other respects in accordance with such conditions so far as they may be applicable.
2. Should this tender be accepted, I/We hereby agree to abide by and fulfill the terms and provisions of the said Conditions of Contract so far as they may be applicable or in default thereof to forfeit and pay to the Employer the amount mentioned as "Liquidated Damages" in the said tender particulars.
3. I/We have enclosed herewith a Demand Draft/Bank Guarantee No ..... dated .....drawn on ..... (Bank) for Rs ...../- (Rupees..... only) payable at .....favoring ..... towards the Earnest Money. Should I/We fail to execute the contract when called upon to do so, I/We do hereby agree that this sum shall be forfeited by me/us to .....
4. I/we enclose herewith the latest income Tax Clearance Certificate dated ..... issued to me/us ..... . As required under Clause 7.0 of the Tender Notice.
5. My/ Our address is:
6. My/ Our Bankers are:
  - 6.1. \_\_\_\_\_
  - 6.2. \_\_\_\_\_

The name of the partner of our firm authorized to sign is:

\_\_\_\_\_

Or

Name of the person having power of attorney to sign the contract is: \_\_\_\_\_

(Certified true copy of the power of attorney is attached herewith)

Yours faithfully,

Signature of the Tenderer.

Place \_\_\_\_\_ Date \_\_\_\_\_

- Encl. a)  
b)  
c)

## FORM OF ARTICLES OF AGREEMENT

(To be executed by the Successful Tenderer on Rs.500/- non-judicial Stamp paper)

ARTICLES OF AGREEMENT made at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 20xx between M/s \_\_\_\_\_ hereinafter referred to as ("EMPLOYER") of the one part and M/s. \_\_\_\_\_ hereinafter referred to as the "CONTRACTOR" (which expression shall unless excluded by or repugnant to the context include its successor and permitted assignee) of the other part.

WHEREAS THE EMPLOYER is desirous of getting the works specified in Tender Documents, (hereinafter referred to as the "WORK") and has caused Drawings, Specification and Schedule of Quantities showing and describing the WORK to be done to be prepared by the Project Manager: M/s Jayaprakash and Prakash (hereinafter called "the PROJECT MANAGERS")

AND WHEREAS THE CONTRACTOR has supplied the EMPLOYER with a fully priced copy of the said Schedule of quantities (which copy is hereinafter referred to as "the CONTRACT BILLS") amounting to Rs.....  
(Rupees.....only) (hereinafter referred to as the "CONTRACT SUM").

AND WHEREAS the said Drawings (hereinafter referred to as the "CONTRACT DRAWINGS") and the CONTRACT BILLS have been signed by or on behalf of the parties hereto.

AND WHEREAS the CONTRACTOR has deposited a Bank Guarantee Bond/DD dated \_\_\_\_\_ for a sum of \_\_\_\_\_ Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) issued by \_\_\_\_\_ (indicate the name of the Bank) with the EMPLOYER, for due performance of this Agreement.

### **NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. For the consideration hereinafter mentioned, the CONTRACTOR will upon and subject to the Condition annexed carry out and complete the WORK shown upon the CONTRACT DRAWINGS and described by or referred to in the CONTRACT BILLS and in the said conditions and the said Specifications.
2. The EMPLOYER will pay the CONTRACTOR the CONTRACT SUM or such other sum certified by Project Manager as shall become payable hereunder at the times and in the manner specified in the said Conditions.
3. The said Conditions, Specifications, CONTRACT BILL, CONTRACT DRAWINGS, and all the other documents attached hereto and signed or initiated by both parties shall be read and construed as forming part of this Agreement and the parties hereto will abide by and submit themselves to the Conditions and stipulations and perform the Agreement on their respective parts.
4. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen in .....and only the courts in ..... shall have the jurisdiction to determine the same. AS WITNESS our hands this \_\_\_\_\_ day of ..... 20xx

Signed by the EMPLOYER:

Signed by the CONTRACTOR:

In the presence of

In the presence of

Witnesses:

Witnesses:

- 1.
- 2.
- 3.

- 1.
- 2.
- 3.

## **GENERAL CONDITIONS OF CONTRACT**

### **1. DEFINITION**

- 1.1. In the "Contract" (as hereafter defined) the following words and expressions shall have the meanings herein assigned to them, except where the subject or context otherwise requires.
- 1.2. The "Contract" shall mean the notice of tender, the sealed quotation and acceptance thereof, the articles of agreement, conditions of tender, conditions of contract, the appendix, the specifications, the priced bill of quantities, drawings and shall include any special conditions, annexure, letters amending, altering or stipulating conditions or rates, or specification in so far as accepted by the Employer defined hereinafter, and drawings. All these shall be deemed to form one contract and shall be complementary to one another.
- 1.3. The "Contractor" shall mean the tenderer whose tender has been accepted by or on behalf of the Employer and shall include their heirs, successors, executors, legal representatives or permitted assigns.
- 1.4. The "Employer" shall mean the person named as Employer in the Tender Particulars and the legal successors in title to this person
- 1.5. The "Project Manager" shall mean M/s. Jayaprakash & Prakash, who is so appointed for this work, or in the event of their ceasing to be the Project Managers for the purpose of this contract, such other persons as the employer shall nominate.,
- 1.6. "Notice in writing" or "Written notice" shall mean a notice written or typed and addressed to the employer or the contractor as the case may be; by registered post or by any other means of acknowledged delivery.
- 1.7. A "Day" shall mean any day of 24 hours from midnight to midnight irrespective of the numbers of hours worked in that day.
- 1.8. A "Week" shall mean 7(seven) consecutive days without regard to the number of hours worked in any day of that week.
- 1.9. "Drawings" means the drawings referred to in the tender and any modifications of such drawings approved in writing by the Employer/Project Manager and any such drawings as may from time to time be furnished or approved in writing by the engineer-in-charge.
- 1.10. "Act of Insolvency" shall mean any act of insolvency as defined by the Indian Judiciary or any act amending such original.
- 1.11. "Excepted Risks" are risks due to riots (otherwise that among contractor's employees) and civil commotion (in so far as both these are uninsurable) war (whether declared or not) invasion by foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any act of god such as earth quake, lightning, unprecedented floods etc. over which the contractor has no control and accepted as such by the employer.
- 1.12. "Market Rate" in the case of items not covered in the contract shall be the rate as decided by the Employer on the basis of the direct cost of materials and labour to the contract, prevailing at the site where the work is to be executed plus a percentage of 15% to cover all overheads and profits.
- 1.13. "Nominated Sub-Contractor" shall mean all specialist merchants, tradesmen and others executing any special work on supplying any material, for which provisional sums or prime costs sums are included in the contract, who may be or many have been nominated or selected or approved by the

Employer and shall be deemed to be Employed by the contractor. The nominated sub-contractor shall undertake towards the contractor the like obligations and liabilities as are imposed upon the contractors by the terms of this contract 'Sub-contract' shall mean any contract entered into by the Contractor with any such nominated or approved sub-contractor.

- 1.14. The "Site" shall mean the lands and/or other places on, under in or through which the work is to be executed under the contract, including any other lands or places which is allotted or used for the purpose of the contract.
- 1.15. "Specifications" means primarily the specifications enclosed with these documents and specifications of the Indian Standards Institutions as referred therein.
- 1.16. "Works" shall mean the work to be executed in accordance with the contract or part(s) thereof as the case may be and shall include all authorized extra or additional, altered or substituted works as required for the performance of the contract.
- 1.17. Engineer-in-charge:
  - 1.17.1. The term 'Engineer-in-charge' shall mean the person appointed by the Project Manager/Employer and acting under the orders of the Project Manager/Employer. The Contractor shall afford the Engineer every facility and assistance for inspecting the works and materials. Neither the Engineer nor any other representative of the Employer shall have the power to set out works or to revoke, alter, enlarge or relax any requirements of the Contractor or sanction any day work, additions, alterations, deviations or omissions or any extra work whatsoever except in so far as such authority may be specially conferred by a written order of the Project Manager.
  - 1.17.2. The Engineer-in-charge or any representative of the Employer shall have power to give notice to the contractor, or to his representative, of non-approval of any work or materials whatsoever, and such work shall be suspended or the use of such materials shall be discontinued until the decision of the Project Manager is obtained. The work will from time to time be inspected by the Project Manager the clerk of works or the Project Manager's representative, but such inspection does not absolve the contractor from the obligation to remedy any defects which may be found to exist at any stage of the works or after the same is completed.
- 1.18. Where the context so requires, words importing persons includes firms and corporation and words importing and singular only also include the plural and vice-versa.

## 2. **Earnest money deposit (EMD)**

- 2.1. All Tenderers are required to submit EMD as per the value specified along with their tender. if asked for. The EMD is required to protect the Employer's interest against the risk as mentioned below. Tenders not accompanied by the "Earnest Money Deposit" shall be summarily rejected. The validity period of the Earnest Money Deposit shall be 30 days beyond the tender validity period. Tender shall be for valid for 90 days from the date of submission of tender.

The Earnest Money Deposit shall be forfeited:-

If a tenderer withdraws his tender during the period of tender validity. Or In the case of successful tenderer, if the tenderer fails to sign the contract and / or fails to furnish Security Deposit. EMD will be returned to all Tenderers as soon as the tender is finalized and the contract is signed with one tenderer. No interest will be payable on Earnest Money Deposit.

- 2.2. The employer shall be the sole authority to decide the acceptance of the tender. The acceptance of tender will rest with the Employer who doesn't bind himself to accept the lowest tender and reserves to himself the authority to reject any or all of the tenders received without assigning any reason. It is expressly understood that there shall not be any amount payable to the tenderer as participation charges or damages to the rejected tenderer. All the tender documents along with letter of its acceptance thereof, shall constitute a binding contract between the successful tenderer and the Employer, and shall form the foundation of the rights and obligations of both the parties. The contractor, within 7 days of issue of the letter accepting his tender, shall enter into an agreement in the prescribed form, on non-judicial stamp paper of Rupees Five Hundred with the Employer for the due and proper execution of the contract. Failure to execute the contract agreement may cause cancellation of the letter accepting the tender, at the discretion of the Employer and the forfeiture of E.M.D or I.S.D.
- 2.3. The tender submitted on behalf of the firm shall be signed in ink by the person having the necessary authority of doing so, on behalf of the firm to enter into the proposed contract; otherwise the tender is liable to be rejected. Each page and/of drawing contained in this tender document are required to be signed by the authorized person submitting the tender, in token of the tenderer having acquainted himself with the stipulated requirements. Any tender with any documents/ drawings not so signed, will be liable to be rejected.

### 3. SCOPE OF WORK

- 3.1. Scope of work-the scope of work is as described in Tender Particulars and Schedule of Quantities. Irrespective of anything else said in this contract, the Employer retains in all powers for the performance/operation of the contract from his side. The Project Manager shall act on their behalf. For the completion of the project, it will be necessary for other agencies to be employed, the Project Manager will co-ordinate all activities and the contractor shall extend full co-operation so as to speedy completion.
- 3.2. Intent of plan- the work to be carried out under the contract, shall include all the items given in the schedule of quantities and such other items as maybe necessary or as maybe instructed by the Employer/Project Manager, and shall except as otherwise specified in these conditions, include all labour, materials including wastage, tools, plant equipment and transport, hoisting, setting and fitting in position etc. which may be required in preparation and completion of the works.
- 3.3. All works shall maintain proper lines, levels and plumb.
- 3.4. The quantities given in the Schedule of quantities are approximate. The rates quoted are for finished works in site and complete in every respect. It is to be noted that the Bill of Quantities (BOQ) attached to this agreement is preliminary which will be subject to revision on the basis of the revisions in the construction drawing. However, the rates specified by the contractor in the preliminary BOQ will remain unaltered throughout the project duration. The above said revision in quantities is deemed to be agreeable to all parties. The actual work done at site will be measured for payment. Measurements of all works done at site are to be entered into a standard measurement book in the presence of Employer representative and duly signed by both the parties and is to be maintained at site. It is bought to the notice of the contractor, that there may be substantial variation either plus or minus in the quantities of work. Contractor shall take due considerations of this. It is stressed that no claims for loss, compensation or escalation on the grounds of Increase/Decrease in the quantities indicated in the tender schedule of quantities will be entertained

under any circumstances, nor will the contractor be entitled to prefer any claims whatsoever on these grounds.

- 3.5. The following specifications of which the Contractor has full knowledge and information followed for various items of work. a) Indian Standard Specifications, b) C.P.W.D. Specifications, c) General Specifications annexed with the tender documents.
- 3.6. For all works involving Cement, Water Curing shall be done for minimum 10 days from date of casting. The contractor shall be responsible for all the curing works at site, even in the non-working days, also. If the curing is not done properly the Employer/ Engineer-In-Charge will make arrangements for proper curing and the amount so incurred shall be deducted from the Contractor's Bill.
- 3.7. All works shall proceed only as per approved drawings and approved specifications. The Contractor shall read and understand the Architectural drawings, Structural Drawings and Service drawings or any other drawings together and shall work accordingly. In case of any discrepancy between the said drawings the same shall be reported in writing to The Engineer in Charge by the Contractor. The Contractor will be solely responsible for the further correction of works, in case of discrepancies unreported from his side, as per the revised drawings if such discrepancies are noticed by the Consultants on a later stage. Drawings listed under schedule of drawings annexed with the tender documents are intended to give the tenderer an idea of the type of work involved. The drawings as such are only indicative and for tender purpose only. Working drawings/Good for Construction Drawings (GFC) will be issued to the Contractor by the Architect progressively after the award of the work without hindrance to the progress of work and work shall be executed accordingly based on the above said drawings. No claim shall be made if the working drawings are at variance with those issued for tender purpose. The Contractor shall list out and confirm receipt of all drawings from the Employer/ Engineer required by them to complete their scope of work without any interruption, before the start of the work itself.
- 3.8. Scope of contract- The contractor shall carry out and complete the said work in every respect in accordance with this contract, and with the direction of and to satisfaction of the employer/Project Manager. The employer/Project Manager may from time-to-time issue further drawings and or written instructions, details directions and explanations which are hereinafter collectively, referred to as 'Project Manager Instructions' in regard to-
  - 3.8.1. The variation of modification of the design, quality and quantity of works or the addition or omission or subtraction of any work.
  - 3.8.2. Any discrepancy in the drawings or between the schedule of quantities and/or drawings and/or a specification.
  - 3.8.3. The removal from the site of any material brought thereon by the contractor and the substitution of any other material thereof.
  - 3.8.4. Removal and/or re-execution of any works executed by the contractor.
  - 3.8.5. The dismissal from the works of any person employed thereupon.
  - 3.8.6. The opening up for inspections of any work covered up.
  - 3.8.7. The amending and making good of any defects
- 3.9. The contractor shall forthwith comply with and duly execute any work comprised in such Project Manager/engineer-in-charge instructions, provided always that verbal instructions, direction and

explanation given to the contractor or his representative upon the works by the employer/Project Manager shall, if involving a variation, be conformed in writing by the contractor within a further seven days to the Project Manager, and if not dissented from such shall be deemed to be Project Manager instruction within the scope of a contract.

- 3.10. If compliance with the Project Manager instructions as aforesaid involves work and/or expense and/or loss beyond that contemplated by the contract, then unless the same were issued owing to some breach of this contract by the contractor, the employer shall pay to the contractor or Project Manager Certificates the price of the said work (as an extra to be valued as herein after provided) and/or expense and/or loss.
- 3.11. Deviations: The employer/Project Manager may make any alterations additions to or omissions from the work as described in the tender documents (including change in the lines, levels, positions and dimensions of any part of the work) that may in his opinion be necessary and for that purpose shall have chosen to order the contractor to do and the contractor shall carry out the same as provided in this tender document.
- 3.12. Drawings and Schedule of Quantities: The original contract agreement shall remain in the custody of the Employer. The contractor, on the signing hereof shall be furnished by the Project Manager, free of cost, with a copy of the priced schedule of quantities, one copy of each of the drawings, one copy of the specifications and one copy of any further drawings issued during the progress of the works. Any further copies of such drawings required by the contractor shall be paid for by him. The contractor shall keep one copy of all drawings on the work site and the Project Manager or his representative shall at all reasonable times have access to the same. Before making the final payment to the contractors, he shall forthwith return to the Project Manager all drawings and specifications.
- 3.13. Drawings to be kept on site: One copy of the approved drawings furnished to the contractor shall be kept by the contractor on the site and the same at all reasonable times are available for inspection and use by the Employer/ Project Manager.
- 3.14. Schedule of quantity: The schedule of quantities unless otherwise stated shall be deemed to have been prepared in accordance with IS: 1200.
- 3.15. Sufficiency of quantities: The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices and shall cover all his obligations under the contract, and all matters and things necessary for the proper completion of the works, and where necessary shall obtain clarifications from the Managers his intent for each item tendered for.
- 3.16. Variation not to vitiate contract: No alteration, omission or variation shall vitiate this contract but in case the Employer/ Project Manager thinks it proper at any time during the progress of works to make any alterations in or additions to or omission from the works or any alteration in the kind or quality of the materials to be used therein and shall give notice thereof in writing to the contractor, the contractor shall alter, add to or omit from, as the case may require. In accordance with such notice, but the contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the contract drawings without the previous consent, in writing of the Employer/Project Manager and the value of such extras, alterations, additions or omissions shall, in all cases be determined by the Employer.

- 3.17. Materials specifications Tests: All materials and workmanship shall be of the respective kinds described in the schedule of quantities and/or specifications and in accordance with the Project Manager/Engineer-in-charge instructions, and the contractor shall furnish the Project Manager/Engineer-in-charge with all invoices, accounts, receipts, and other vouchers to prove that the materials comply therewith. The contractor shall at his own cost arrange for and/or carry out any test of any materials which the Project Manager/ Engineer-in-charge may require.
- 3.18. Contractor to provide everything necessary: The contractor shall provide everything necessary for the proper execution of the drawings, schedule of quantities and specifications taken together whether the same may or may not be particularly known or described therein, provided that the same can reasonably be inferred there from, and if the contractor finds any discrepancy in the drawings or between the drawings, schedule of quantities and specifications, he shall immediately and in writing refer the same to the Project Manager/Employer who shall decide which is to be followed.
- 3.19. Contractor shall treat all materials obtained from dismantling of a structure, excavation of the site of works etc as Employer's property and such materials shall be disposed of to the best advantage of the Employer according to the instructions in writing issued by Project Manager/Engineer-in-charge.
- 3.20. Contractors superintendence and representative on the works:- The Contractor should appoint minimum one full time qualified Project Manager/Engineer/Supervisor at site to co-ordinate all the relevant matters with the Employer/Engineer and their own labour force, whose biodata should be forwarded to the Engineer-in-charge for approval. The Engineer so employed by the Contractor must be available at site for supervision and taking instructions from Engineer-in-charge.
- 3.21. The contractor shall give all necessary personal superintendence during the execution of the work, and as long thereafter as the Managers may consider necessary until the expiration of the "Defects Liability Period" stated in the Appendix hereto, or if none stated, within 12 months after virtual completion of the works. The contractor shall also, during the whole time the works are in progress, employ a competent representative at his cost, who shall be constantly in attendance at the building while the men are at work. Any directions, explanations, institutions or notices given by the Employer to such representative shall be deemed to be, given to the contractor. The contractor shall maintain a site order book in which instructions from the Project Manager/Employers or their representatives shall be recorded. The contractor will clear and prepare the site and will duly perform the said works set forth in the schedule and shall execute the same with great promptness, care and accuracy in a skilled workmanlike manner to the satisfaction of the Employer/Engineer and with the best materials approved by the Engineer will complete the same in accordance with the said specifications and drawings and said terms and conditions of contract.
- 3.22. The contractor shall not take back any materials/equipment/manpower brought in the site without the permission of the Employer.
- 3.23. The Contractor shall strictly comply with the quality control procedures which will be issued/ instructed by the Project Management Consultant/Engineer. The Contractor shall take adequate measures to ensure that high quality and safety practices are maintained throughout the construction period. If it appears to the Employer or Engineer that any work has been executed with imperfect or unskilled workmanship or with materials of any inferior quality and deviations from the drawing, the Contractor shall forthwith rectify, remove or reconstruct the same in whole or partly as the case may be at his own charges and cost within seven days and in the event of his refusal to do so, the Employer/Architect shall arrange to rectify from site and the expense towards the same will

be recovered from the Contractor's bill. In case the project manager/Engineer issues a Non-Conformity the Contractor shall rectify and close out the non-conformity in the prescribed time to the satisfaction of the Engineer.

- 3.24. Temporary service road etc. unless otherwise specified, the contractor shall provide and bear all expenses and charges for special or temporary service roads required by him, in connection with access to the site. He shall alter, adapt or maintain the same as required from time to time. He shall not object to the use of these service roads by other traffic permitted by the Employer/Project Manager.
- 3.25. The contractor will not have any claim, in case of delay by the Employer, of removal of trees, or shifting, raising or removing of telegraph, telephone or electric lines (over head or underground) other construction if any which may come in the way or the work. However, suitable extension of time can be granted to cover such delays.
- 3.26. Site Offices, stores, Accommodation etc.: Contractor shall make his own administrative arrangement for the work. The employer may allow certain site facilities to the contractor, provided that these arrangements will not interfere with the Employers future construction programme or any of his other requirements. At any rate the contractor will not be allowed to put up any other structures other than those contracted for, in the working site, unless specifically permitted by the Employer/Engineer-in-charge.
- 3.27. Setting out of works:
  - 3.27.1. The contractor shall be responsible for the true, proper and accurate setting out of the works. He shall be responsible for the proper maintenance of all reference pillars, bench marks, stakes and other evidences existing in the field required in connection with the setting out of works at his own cost till physical completion of all the items of work or prior to that if agreed to by the Engineer-in-charge.
  - 3.27.2. All such bench marks, reference pillars etc. shall be subject to check and approved by the Project Manager/ Engineer-in-charge at all times. Any variations noticed in the work as a result of improper establishment or maintenance of these shall be at the risk and expense of the contractor.
- 3.28. Study of Contract conditions and Site- For submitting the tender, the tenderer shall be deemed to have read and gained full knowledge of all the relevant drawing and documents, and to have satisfied by himself by actual inspection of the working conditions likely to be encountered during the execution of the work and all such other requirements, to ensure that the rates that he has quoted in the tender are adequate, all inclusive and in accordance with the conditions of the contract, for the proper execution and due completion of the work to the required specification and the satisfaction of the Project Manager/Employer. The submission of the tender by the tenderer shall thus imply that he has read and understood all the terms and conditions of the tender, all the scope and attended intricacies. As such the employer will not, after the acceptance of the tender, pay any extra rates or compensation for any reason whatsoever, under any of the above parts including the case where the tenderer is later found to have misjudged site conditions or Tender conditions or tender items. The rates quoted by the contractor is deemed to have included all loading, transportation and unloading expenses of all materials, labour and all equipment complete.
- 3.29. Material - All the materials required for the work, except Employer supply materials if any, as per Tender Particulars as approved by Employer/ Engineer are to be supplied by the Contractor and the

materials brought to site of incorporating in the work should be of approved brand and quality prescribed in tender documents and approved by the Engineer. The Contractor shall pay twice the market rates for the wastage of the Employer supply material exceeding the permissible wastage. The Stock Register and the physical stock shall be accessible to the Employer/Engineer. All construction materials shall be procured and supplied to the site only with prior approval from The Employer/ Engineer. Approved samples of all materials to be supplied by the contractor, duly signed for identity by the Employer, the engineer-in-charge and the contractor or by their authorized representative, shall be kept in the office on the engineer-in-charge. All materials used in the work shall conform to the approved samples. Contractor shall be responsible for unloading, properly storing the material supplied by the Employer, and safe custody of the same at his cost until required for use. Manufactured sand with proper gradation and test report shall be used for concreting purposes if there is any scarcity of river sand.

- 3.30. Water and Electricity: - The Institute shall provide power and water at one point at site. The statutory expenses of both will be borne by the Institute. All distribution expenses shall be borne by the Contractor. Contractor shall help the Institute to install the power and water at site if needed. The cost of all dewatering/shoring/sheet piling work shall also be borne by the contractor.
- 3.31. In case the design is included in the scope of work of the contractor, he shall be responsible for the design adequacy of the structure. The Contractor shall provide the design calculation and shop drawing for the approval of the same by the Project Manager. Only after getting necessary approval from the Project Manager, Contractor shall start the purchase/operations of the work. In case of failure due to the design incompetency, the Contractor shall make good the failures happening to the structure free of cost to the Employer to the satisfaction of Project Manager. The design adequacy of all temporary works is in the responsibility of Contractor. If the Project Manager asks the calculations of the design regarding any temporary works/ shoring/ centering/ scaffolding at site, it is the responsibility of the contractor to prove the same.
- 3.32. The "Rate " quoted by the tenderer against each item of the "Schedule of Quantities" shall be the net for the finished work in all respect inclusive of the cost of all the materials not supplied by the employer, transportation charges, loading and unloading charges, all leads and lifts unless specified, labour, wastage, supervision, scaffoldings, catering, shuttering, watering and curing all cement works, tools, plants, all lifts and leads of materials and machinery, shoring, strutting and de-watering for excavation, clearing site, marking out, water, electricity, temporary fence, shelter, lights, watch and ward of site, danger signals, clearing away of all rubbish, temporary sheds and facilities for storage of materials, sanitary facilities, all taxes (including GST on work contracts), duties, levies, octroi, insurances, contribution to any provident fund, to ESI scheme, compliance with payment of wages act and other statutory labour welfare and other obligations, etc. complete to be executed strictly in conformity with the various conditions stipulated and to the satisfaction of the managers and the Employer. No subsequent claims for any extras will be entertained.
- 3.33. All concrete shall be machine mixed and mechanically vibrated.
- 3.34. Contractor shall use only steel centering and shuttering equipment for concrete works.
- 3.35. Cost of providing and adding approved water proofing compound to the concrete shall be included in the rates of concrete items.
- 3.36. All filling shall be compacted in layers of 20 cm and the compaction shall be done at optimum moisture content to the satisfaction of the Engineer.

#### 4. PROGRESS

- 4.1. Time is the essence of the contract and it shall be clearly understood that the contractor is bound to complete the works in all respects within the time specified in these documents. A detailed construction schedule should be submitted indicating how the execution of the various items of works is planned by the contractor within the overall period of completion by the contractor immediately after issuing the work order. The work should proceed strictly according to the approved construction schedule.
- 4.2. The tenderer's programme of work shall bear a reasonable relation to the total time specified for completion of the works. This schedule shall give the forecast of the dates of commencement and of completion of the various construction/trader stages of the work. It shall also indicate the time/schedule for all preliminary arrangements; the contractor intends to make before start of the works. It shall also include the deployment schedule of all resources such as material, manpower and machinery for the successful achievement of milestones of the project.
- 4.3. The progress schedule may be amended as and when necessary, by agreement between the Employer and the contractor within the Limitations of time imposed by the contract without levy of any compensation.
- 4.4. The Contractor shall commence the work on Commencement date specified and will be completed on the completion date itself. Time and quality of work is the essence of contract. Undue and avoidable delay in the execution of work will render the Contractor liable to liquidated damages as per conditions of the contract of tender schedules. The date fixed by the Employer/Engineer for the commencement and completion of the work and the time allowed for carrying out the work as entered in the agreement shall be strictly observed by the Contractor. If the contractor fails to complete the work by the agreed date of completion, or within the stipulated time, he will pay percentage specified in Tender particulars of Contract Value per day as liquidated damages for each day of work remaining so incomplete, beyond the originally agreed or the so extended date, subject to a maximum amount of 10% of Contract Value and such amounts may be deducted from any amount that may be due or which may become due to the contractor. Milestone dates shall be furnished by the Contractor in tune with the Master Schedule. If the contractor fails to achieve each milestone by the agreed date of completion, or within the stipulated time, he will pay percentage specified in Tender particulars of the final contract price for each day of delay of each milestone which will be adjusted with the liquidated damages for the final date. The deductions of such small sum shall not, however, absolve the contractor from his responsibility and obligation to complete the work in its entirety.
- 4.5. Date of commencement & completion: The contractor shall be allowed admittance to the site on the date of Commencement stated in the Appendix, and he shall there upon and forthwith begin the works and shall regularly proceed with and complete the same, (except such painting or other decorative work as the Project Manager desire to delay) on or before the 'Date of Completion', stated in the Appendix, subject nevertheless to the provisions for Extension time hereinafter contained.
- 4.6. Delay & extension of time: If in the opinion of Project Manager, the works be delayed
  - 4.6.1. by force majeure or
  - 4.6.2. by reason of any exceptionally inclement weather or

- 4.6.3. by reason of proceedings taken or threatened by or dispute with adjoining or neighboring Employers or public authorities arising otherwise than through the contractor's own default or
  - 4.6.4. by the works or delay of other contractors or tradesmen engaged or nominated by the employer or the Engineer-in-charge and not referred to in the schedule of quantities and/or specifications or
  - 4.6.5. by reason of Project Manager/Engineer-in-charge instructions or
  - 4.6.6. by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building Traders or
  - 4.6.7. in consequence of the contractor not having received in due time the necessary instructions from the Project Manager/Engineer-in-charge for which he shall have specifically applied for in writing, the Project Manager/Engineer-in-charge in consultation with Employer shall make a fair and reasonable extension of time for completion of the Contract works, but the contractor shall nevertheless constantly use his endeavors to prevent delay, and shall do all that may reasonably be required to the satisfaction of the Project Manager to proceed with work. The contractor shall not be entitled to any compensation for escalation on this account.
- 4.7. Performance review- In order to review the performance of the work and to suggest the suitable corrective measures, review meetings will be conducted by the Employer at site or wherever convenient.  
The contractor should attend such meetings without fail.

## 5. OBLIGATIONS OF THE CONTRACTOR

- 5.1. Access for Project Manager to works: The Employer and Project Manager and their representatives shall at all reasonable times have free access to the works and/or to the workshops, factories, or other places where materials are lying, or from which they are being obtained and the contractor shall give every facility to them and their representatives, necessary for inspection and examination and test of the materials and workmanship. No person unauthorized by the Project Manager/Employer except the representatives of Public Authorities shall be allowed on the works at any time.
- 5.1.1. Authorities Notices and Patents: The contractor shall Conform to the provisions of any Act of the Legislature relating to the works, and to the Regulations and Bye-Laws of any Authority, and of any Water, Lighting and other Companies and/or Authorities with whose system the structure is proposed to be connected, and shall before making any variations from the drawings or specification that may be necessitated by so conforming, give to the Employer, written notice, specifying the variation proposed to/made and the reason for making it, and apply for instructions thereon. In case the contractor, shall not within ten days receive such instructions he shall proceed with the work, conforming to the provisions, regulations, or Bye-Laws 'in question, and any variation so necessitated shall be dealt.
  - 5.1.2. The contractor shall bring to the attention of the Employer all notices, required by the said Acts, Regulations or Bye-Laws, to be given to any authority and pay to such Authority, or to any Public office all fees that may be property chargeable in respect of the works and lodge the receipts with the Project Manager.

- 5.1.3. The contractor hereby indemnifies and shall keep indemnified the Employer/Project Manager and their respective employees against all claims in respect of patent rights, and shall defend all actions arising from such claims, and shall himself pay all royalties, license fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereof.
- 5.2. Watching and Lighting: The contractor shall provide and maintain at his own expenses all lights, guards; fencing and watching when and where necessary or required by the Employer/Engineer-in-charge for the protection of the works or for the safety and convenience of those employed in the works or the public or for any work required to be done at night.
- 5.3. Work during nights or holidays: Subject to any provisions to the contrary contained in the contract, none of the permanent works shall be carried out during night or on weekly and authorized holidays, without the permission in writing of the Engineer-in-charge accordingly. Provided always that the provisions of this clause shall not be applicable in the case of any work which is customary to be carried out in total or in double shifts.
- 5.4. Assignment and subletting: The whole of the works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or sub-let the contract or any part thereof or any interest therein without the written consent of the Engineer-in-charge and no undertaking shall relieve the contractor from the full and entire responsibility of the Contractor from active superintendence of the works during their progress
- 5.5. The several documents forming the contract are to be taken as mutually explanatory/complementary to one another, detailed drawings to be followed in preference over small scale drawings, special conditions in preference over general conditions, detailed schedule item specifications in preference to general specifications, and numbered dimensions over scaled dimensions in drawings. If there are any varying or conflicting provisions made within any one document forming part of the contract, the Project Manager shall be deciding authority with regard to the true intent to the document provision.
- 5.6. Nominated sub-contractors:
- 5.6.1. All specialists, Merchants Trades men and others executing any work or supplying and fixing any goods for which prime cost prices, provisional sums are included in the schedule of quantities and/or specifications, who may be nominated or selected by the Employer are hereby declared to be sub-contractors employed by the contractor and are herein referred to as nominated Sub-Contractors.
- 5.6.2. No nominated Sub-Contractor shall be employed on, in connection with the works against whom the contractor shall make reasonable objection or (save where the Employer and the contractor shall otherwise agree) who will not enter into a contract providing;
- a) That the nominated Sub-Contractor shall indemnify the contractor against the same obligations, in respect of the Sub-Contractor as the contractor is under or in respect of this contract.
- b) That the nominated sub-contractor shall indemnify the contractor against claims in respect of any negligence by the sub-contractor, his servants or agents or any misuse by him or them of any scaffolding or other plant or the property of the contractor or under any Workmen's compensation Act in force.

- c) Payment shall be made to the nominated Sub-Contractor within fourteen days of his receipt of the payment from the Employer, provided that before any certificate is issued, the contractor shall upon request furnish to the Employer proof that all nominated sub-contractor's accounts included in previous certificates, have been duly discharged, in default whereof the Employer may pay the same and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create privities of contract as between Employer and Sub-contractor.
- 5.7. Dismissal of workmen: The Contractor shall on the request of the Project Manager/Employers immediately dismiss from the works and remove from the site, any person employed thereon by him, who may in the opinion of the Project Manager/ Employers, be incompetent or misconduct himself, and such person shall not again be employed on the works or be permitted on the site without the previous written permission of the Employer. No person under the age of 15 years shall be employed at site.
- 5.8. Facilities to other contractors: The Employer with the concurrence of the Engineer-in-charge, reserves the right to use the premises and any. portions of the site for the execution of any work not included in this contract, which he may desire to have carried out by other agencies/persons, and the contractor is to allow all reasonable facilities for the execution of such work, but is not required to provide any plant or materials for the executions of such work except by special arrangement with the Employer. Such work shall be carried out in such manner as not to impede the progress of the works included in the contract and the contractor is not to be responsible for any damage or delay which may happen to be occasioned by such work. The Engineer-in-charge will co-ordinate the activities of all the agencies/persons. Wherever any other agencies such as electrical, plumbing, mechanical, Post tensioning works etc. are involved the Contractor shall give all facilities and time for the Post Tensioning Agency without any extra cost and delay.
- 5.9. Care of works: From the commencement to the completion of the works, the contractor shall take full responsibility for the care thereof and of all Temporary works and in the case any damage, loss or injury shall happen to the works or to any part thereof or to any Temporary works from any cause whatsoever save and except the 'Excepted Risks' shall at his own cost, repair and make good the same, so that at completion, the Permanent works shall be in good order and condition and in conformity in every respect with the requirements, of the contract and the Project Manager's instructions.
- 5.9.1. In the event of any such damage, loss or injury happening from any of the excepted risks, the contractor shall if and to the extent required by the Engineer-in-charge, repair and make good the same as aforesaid at the cost of the Employer, subject always to the provisions of clause below
- 5.9.2. The contractor is also liable for any damage caused to the works occasioned by him, in the course of any operations carried out by him, for the purpose of complying with his obligations. Defects, if any noticed within 12 months or period specified from the date of completion of the work should be rectified by the Contractor free of cost, failing such works will be attended by the Employer or his representative and the expenditure so incurred shall be met by the Contractor.
- 5.10. Licenses: The contractor should take necessary license under the current explosive rules to enable him to manufacture and possess the quantity of the gun powder or other explosives required by him for blasting if necessary for the work. Contractor shall obtain all other permits, licenses, all other

authorization as are required for the execution and completion of the work other than building license.

The fees for all licenses permits and other legally demandable compensation to any person, body or firm shall be borne by the Contractor. Employer shall not be responsible either directly or indirectly in any manner for any omissions of the Contractor under this clause.

5.11. Insurance: -failure to Insure:

5.11.1. Without limiting his obligations and responsibilities mentioned above, the contractor shall provide necessary Insurance in terms approved by the employer, to cover the following to the full value thereof in the joint names of the Employer and the Contractor and a copy/copy of the policy/policies shall be furnished to the Employer within one month from the award of the contract.

- a) Fire Risk Insurance Policy covering loss or damage due to fire, lightning, collapse, flood, storm, theft, burglary, malicious damages, subsidence, riots etc.
- b) Third Party Liability;
- c) Workmen's Compensation in accordance with latest revised statutory provision.
- d) All Risks to materials during transit.
- e) Any other Insurance required for fully indemnifying the Employer from any claim that may arise on account of the contractor's operation at site.

5.12. If within a reasonable time from the commencement of the works, the contractor shall fail to effect and keep in force the Insurance referred to or any other Insurance, he may be required to effect under the terms of the contract, then the Employer may effect and keep in force any such Insurance and pay such premium or premiums as may be necessary for that purpose, and deduct the same from time to time from the money due or which may become due to the contractor.

5.13. Labour and general Laws:

5.13.1. The Contractor will be responsible for all kinds of payment to workmen as per rules and regulations, which are in force from time to time and for the safety of the public trespassers and also labours employed by him. He alone shall be liable to pay all such liabilities. The contractor has to take the required insurance to cover the above risk.

5.13.2. The Contractor is solely responsible against any loss or compensation due to accident or death of employees or public during construction.

5.13.3. The Contractor will also be liable to abide by the fair wage clause conditions.

5.13.4. The Contractor is solely responsible against any loss or compensation due to any damages to the neighboring structures during the construction work.

5.13.5. The contractor shall employ labour in sufficient numbers either directly or through approved sub-contractors 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 Employer/Project Manager.

5.13.6. The Contractor shall pay fair and reasonable wages to workmen employed by him, in the contract undertaken by him. In the event of any dispute arising between the contractor and his workmen on the ground that the wages paid are not fair and reasonable; the dispute

shall be referred without delay to the Employer who shall decide the same. The decision shall not in any way affect the conditions in the contract regarding the payment to be made by the Employer at the accepted tender rates.

- 5.13.7. The contractor shall comply with provisions of the Payment of wages act 1936, Minimum Wages Act 1948, Employees Liability act 1938, Workmen's Compensation Act 1923, Industrial Dispute Act 1947, the Contract Labour regulation thereof or any other law relating thereto and rules made there under from time to time.
  - 5.13.8. The contractor shall indemnify the Employer against any payment to be made, for the due observance of the Regulations aforesaid, without prejudice to his right to claim indemnity from his sub-contractors.
  - 5.13.9. The contractor shall be responsible for and shall pay any compensation to his own work men under the workmen's compensation act 1923 (VIII) of 1923, (Hereinafter called 'the said Act'), if such compensation is paid by the Employer as Principal under Sub-Section (i) of section 12 of the said Act on behalf of the Contractor, it shall be recoverable by the Employer from the Contractor under Sub-section (2) of the said section. Such compensation shall be recovered from the Contractor.
  - 5.13.10. The Contractor shall be responsible for and shall pay the expense for providing medical aid to any workman who may suffer an injury as a result of an accident. If such expenses are incurred by the Employer, the same shall be recoverable from the Contractor forth-with and be deducted without prejudice to any other remedy by the Employer from any amount due or that may become due to the Contractor.
  - 5.13.11. The contractor shall provide all personal safety equipment and first aid and apparatus for the person employed on the site and maintain the same in good condition suitable for immediate use at any time.
  - 5.13.12. The contractor shall strictly abide by the legal compliances regarding migrant labours working at site with all concerned authorities.
  - 5.13.13. The Contractor should appoint a full-time safety officer to ensure the safety of the work force.
- 5.14. Nuisance :
- 5.14.1. The contractor shall not at any time, do, cause or permit any nuisance on the site or do anything which shall cause unnecessary disturbance or inconvenience to Employers, tenants, or occupants of other properties near the site of work and to the public generally.
  - 5.14.2. The contractor shall indemnify the Employer in respect of all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any such nuisance in so far as the contractor is responsible thereof.
  - 5.14.3. Contractor shall be responsible for covering of site boundary with proper materials so as to avoid nuisance to neighbors/third party and unauthorized trespassing into the site. Contractor shall initiate and solve in his own expenses issues of neighbors/third party due to the act of the contractor's staff.
- 5.15. Failure by contractor of complying with Project Manager's instruction;- If The Contractor after receipt of written notice from the Project Manager/Employers requiring compliance, within three days fails to comply with such further drawings and/or Project Manager/Employers instructions, the

Employer may employ and pay other persons to execute any such work whatsoever, that may be necessary to give effect thereto, and cost incurred in connection therewith shall be recoverable from the contractor by the Employer on the certificate of the Project Manager as a debt or may be deducted by him from any money due or become due to the Contractor.

- 5.16. Defects after completion: Any defects, which may appear after the, virtual completion of the works, arising from material or workmanship not in accordance with the Contract, shall be amended and made good by the Contractor at his own cost. In case of default the Employer may employ and pay other persons to amend and make good such defects, and all damages, loss and expenses incidental thereto shall be made good and borne by the Contractor. Such damages, losses and expenses shall be recoverable from him by the Employer or may be deducted by the Employer upon the Project Manager/Engineer -in-charge certificate in writing from any money due or that may be due to the Contractor. The Employer in lieu of such cost for amending and making good by the Contractor may deduct a sum, to be determined by the Project Manager/Engineer-in-charge, equivalent to the cost of such rectification works.
- 5.17. Damages for Non-completion: If the contractor fails to complete the works by the date stated in the tender particulars, or within any extended time, and the Project Manager/engineer-in-charge's certifies in writing that in his opinion the same ought reasonably so to have been completed, the Contractor shall pay or allow to the Employer the sum named in the tender particulars as "Liquidated Damages", for the period during which the said works shall so remain incomplete, and the Employer may deduct such damages from any money due to the Contractor.
- 5.18. Contractor shall take necessary precautionary steps to protect the neighboring structures to the site at his own expenses and shall be responsible for any defects occurring to them due to the negligence of the Contractor.
- 5.19. The contractor shall furnish day wise programme of works with manpower deployment plan in line with the Completion date as per Tender Conditions. He shall co-operate with Engineer-In-Charge in the follow up meetings and shall give any catch-up schedule and snag lists as per the instructions of Engineer-in-Charge.
- 5.20. The successful tenderer shall not erect any sign-board or advertisement hording at the site of the works, without obtaining the prior permission of the employer/Engineer-in-Charge.
- 5.21. Working and Safety Regulations.- The Contractor will observe all statutory and legal requirements as prescribed by the Central and State Government, applying to the work as well as any local regulation applying to the site, made by the employer or other Authority. Particular attention is drawn to the following:
  - 5.21.1. In case of accident, the employer will be informed in writing forthwith. The contractor will strictly follow regulations laid down by the factory inspector, Central and State - Government Authorities in this regard.
  - 5.21.2. Fencing all contractors' platform, excavation pits and providing proper access ladder with hand rail for workers to, climb to different levels.
  - 5.21.3. Compliance with all electricity regulations.
  - 5.21.4. Compliance with statutory requirements for inspections and testing of all lifting appliance and auxiliary lifting gear.
  - 5.21.5. Compliance with KMBR.

5.21.6. Compliance with the quality and safety management system of the Project Manager and safety codes depicted in this tender document.

5.21.7. Contractor shall deploy full time qualified Safety Officer at site. He shall also install safety slogans and warnings at site and shall arrange all safety equipments for labour, Engineers and Visitors at cost of Contractor.

5.22. SITE WORKING CONDITIONS.

5.22.1. The contractor shall at his own cost provide suitable residential accommodation for his staff and labour in the site if the Employer permits the same. This area should be fenced off.

5.22.2. Provision for temporary toilets, urinals and bathing areas should be made for staff and labour by the contractor, at his cost, within the living area if the Employer permits the same. These should be maintained in a clean and orderly condition and comply with the local and central government regulations.

**6. MEASUREMENT**

6.1. Measurements shall be as per latest edition of IS: 1200. Otherwise specified.

6.2. The contractor will himself undertake the quantity surveying work. In case he fails to submit his bills in proper order, the Employer reserves for himself the right to employ an expert at the cost of the contractor, if the Bills submitted by the contractor show inaccuracies frequently, indicating that the contractor is not capable of taking the required measurements and submitting a proper bill, The contractor (or the expert) will make the measurement on the basis of drawings in as far as it is practicable. The billing procedure and formats shall be as approved by the Employer/Project Manager.

6.3. Patch up works after electrical and plumbing works will not be measured for payment. The cost of the same is deemed to be included in plastering works.

**7. CERTIFICATES & PAYMENTS**

7.1. The Contractor shall be paid by the Employer from time to time by installments under Interim Certificates, to be issued by the Project Manager/Engineer-in-charge to the contractor on account of the works executed, when in the opinion of the Project Manager, work to the approximate value named in the Appendix as "Value of work for Interim Certificates" (or less at the reasonable discretion of the Project Manager) has been executed in accordance with this contract subject, however, to a retention of the percentage of such value named in the Appendix hereto as "Retention Percentage for the Interim Certificates" until the total amount retained shall reach the sum named in the Appendix as "Total Retention Money" after which time the installments shall be up to the full value of the work subsequently so executed and fixed in the building. The responsibility of the correct bill submission is with the contractor only. Payment follow up shall be made with the Project Engineer/ WCO of the Project Only. Bill will be prepared in the name of the Employer Only. Retention money at the percentage specified in Tender Particulars of the value of the work done for each stage wise interim bills will be deducted from first and following certificate until such time as the cumulative total of such deductions (herein referred as retention money) shall amount to the said percentage of the proposed contract amount as per the letter of acceptance and award of contract 50 % of the retention money shall be certified due for payment to the contract after the final contract certificate. Balance 50 % of the retention money shall be paid at the expiry of defect liability period of 12 months or as specified in tender particulars subject to condition as specified in

the tender document, forth coming of condition of contract, forming part of the agreement. Retention money shall bear no interest for the entire duration of the contract and the defects liability period. The employer shall be free to set of retention money against expenditure incurred by him, in rectifications of the defects, in case contractor fails to attend to the defects in time satisfactorily.

- 7.2. And when the works have been virtually completed, and the Project Manager shall have certified in writing that they have been completed, the contractor shall be paid by the employer, in accordance with the Certificate to be issued by the Project Manager the sum of money named in the tender particulars as installment after virtual completion', being a part of the said Total Retention Money and the contractor shall be entitled to the payment of the balance, in accordance with the final certificate to be issued in writing by the Project Manager at the expiration of the period referred to as 'The Defects Liability Period' in the tender particulars, hereto from the date of virtual completion or as soon after the expiration of such period as the works shall have been finally completed, and all defects made good according to the true intent and meaning thereof which ever shall last happen, provided always, that the issue of any certificate by the Project Manager during the progress of the works, or at or after their completion shall not relieve the contractor of his liability nor relieve the contractor of his liabilities in cases of fraud, dishonesty, or fraudulent concealment relating to the works or materials, or to any matter dealt with in the certificate, in case of all defects and insufficiencies in the works or materials, which a reasonable examination would not have disclosed. No certificate of the Project Manager/Engineer-in-charge shall of itself be conclusive evidence that any works or materials to which it relates, are in accordance with the contract.
- 7.3. The Project Manager and/or Employer shall have power to withhold any certificates, if the works or any parts thereof are not being carried out to their satisfaction.
- 7.4. The Project Manager may by any Certificate, make any correction in any previous certificate which shall have been issued by him.
- 7.5. Payments upon the Project Manager's certificates shall be made within the periods named in the tender particulars as "Period for Honoring of Certificate" after such certificates has been delivered to the Employer.
- 7.6. Whenever any claim for the payment of a sum of money to the Employer arise out of or under this contract against the contractor, the same may be deducted by the Employer from any sum then due, or which at anytime thereafter may become due to the contractor, under this contract or failing that, under any other contract with the Employer or from any other sum due to the contractor from the Employer, or from his retention money, or the contractor pay the claim on demand.
- 7.7. Prices of extra etc. Ascertainment-**
  - 7.7.1. The Employer is at liberty to direct the Contractor to carry out all extra items, altered items and substituted items as suggested by the Employer or the Engineer for the purpose of proper completion of the work, and the Contractor is bound to carry out such directions in such case rate of extra items have to be finalized and approved by the Contractor and Employer mutually before commencement of such works. The Employer reserves the right to execute extra item or items deleted from the tender, if it is found necessary by the Engineer/Employer. The Contractor shall allow all reasonable facilities for the execution of such works to the respective agencies. Contractor will not carry out any extra work at site without obtaining written confirmation from the Employer/Engineer. 7.7.2. In the event the

contractor is asked to execute any item of work that is not covered under the contract schedule of quantities and rates, such items of work will be paid for as indicated below.

- a) At rates applicable in the contract schedule or
- b) At rates that may be derived from the rates in the contract schedule for similar items
- c) At rates derived from C.P.W.D practice/rate analysis as applicable to this region.
  - (i) In the event of a, b and c above not being possible, at market rates as may be worked out based on the actual cost of work at site to the contractor plus 15% towards his overheads and profits.
  - (ii) While all efforts will be made to finalize the rates before an extra item of work is ordered, the contractor shall not stop the work on account of nominalization of the rates.

7.8. Payment at reduced rates: The rates for the several items of works agreed to within shall be valid only when the items concerned are accepted as having been completed fully in accordance with the sanctioned specifications. In cases where the items of works are not accepted as so completed, payment may be made on account of such items on such reduced rates as he may consider reasonable, in the preparation of final or on account bills. If at any time before the security/earnest money deposit is refunded to the contractor it shall appear to the Employer/Engineer-in-charge that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality or articles provided by him for the execution of the work are unsound or of a quality not in accordance with the contract, it shall be lawful for the Employer/Engineer-in-charge to intimate this fact in writing to the contractor, and then notwithstanding the fact that the work, materials or articles complained of may have been paid for, the contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified, and provide other proper and suitable materials or articles at his own charge and cost. In the event of the contractor failing to do so within a period to be specified by the Employer/Engineer-in-charge in the written intimation aforesaid, the employer may rectify, or remove and re-execute the work, or remove and replace the materials or articles complained of, as the case may be at the risk and expense in all respects of the contractor. Should the employer for any valid reasons, consider that any such inferior work or materials as described above has to be accepted or made use of, it shall be within his discretion to accept the same at reduced rates as he may fix therefore.

7.9. Certificate of virtual completion:

7.9.1. the works will not be considered as completed until the Project Manager/Engineer-in-charge have certified in writing that the work has been virtually completed and the Defects Liability Period shall commence from the date of such Certificate.

7.9.2. The term virtual completion shall mean, the stage in the works within the scope of this agreement has been effected in-situ, and any such additions and alterations have been carried out.

7.9.3. Certification of Completion by Stages: Similarly, in accordance with the procedure, the contractor may request and the Project Manager/Engineer-in-charge may issue certificate in respect of:

- a) any section of the Permanent Works in respect of which a separate time for completion is provided in the contract, and;

b) any substantial part of the permanent works shall have been substantially completed and shall have satisfactorily passed any final test that may be prescribed by the contract, the Project Manager/Engineer-in-charge may accept the completion in respect of that part of the Permanent Works, before completion of the whole of the works and upon the issue of such certificate, the contractor shall be deemed to have undertaken to complete any outstanding work in that part of the works during the period of maintenance.

7.9.4. Provided always, that a Certificate of Completion given in respect of any section or part of the Permanent Works before completion of the whole shall not be deemed to certify completion of any ground or surfaces requiring reinstatement, unless such certificate shall expressly so state.

7.10. Mobilization Advance- In request of Contractor, an amount equivalent to the percentage specified in tender particulars shall be given as mobilization advance on submission of a cheque/bank guarantee (as per Employer's wish) for an equivalent amount. An amount equivalent to two times such percentage of each bill amount will be deducted towards recovery of mobilization advance. If any mobilization advance is left uncovered the same will be deducted from the final bill.

7.11. Rates to be all inclusive- The rates agreed by the Contractor will include all taxes and levies such as GST, Sales Tax, TDS, Labour Welfare Fund, etc., of State Government/Central Government/ Corporation/ Labour Cess except service Tax. Sales Tax will be paid by the Contractor directly and necessary certificate for not to deduct tax at source will be obtained from the department and submitted to the Employer. TDS will be deducted from each bill. The rates agreed by the Contractor are valid till the completion of the work. Rates quoted by the contractor shall be firm for the entire duration of the contract and shall exclude the cost of materials supplied by the Employer in the relevant and no increase in rates shall be allowed for any reasons.

7.12. No certificate issue for final payment in respect of this work under this contract shall be considered conclusive evidence to the sufficiency of the work or materials or correctness of the measurement to which it relates, nor shall it relieve the Contractor from his liability to make good the defects as provided by the contract.

7.13. Minimum value of work for interim Certificate shall be as specified in tender particulars, excluding cost of materials supplied by the Employer.

## **8. SUSPENSION OF WORKS**

8.1. If at any time after the execution of the contract documents, the Employer shall for any reason whatsoever require the whole or any part of the work, as specified in the tender to be stopped for any period or shall not require the whole or part of the work to be carried out at all, he shall give notice in writing of the fact to the contractor who shall thereupon suspend or stop the work totally or partially as the case may be. In any such case, except as provided hereunder the contractor shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not so derive, in consequence of the full amount of work not having been carried out or on account of materials purchased or agreed to be purchased, after issue of such notice or for unemployment of labour recruited by him. He shall not have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, or instructions which may involve any curtailment of the work as originally contemplated.

- 8.2. Where, however, materials have already been purchased or agreed to be purchased, by the contractor before receipt by him of the said notice, the contractor shall be paid for such materials at the rates determined by the Employer, provided they are not in excess of requirements and are of approved quality and/or shall be compensated for the loss if any, that he may be put to in respect of materials agreed to be purchased by him, the amount of such compensation to be determined by the Employer whose decision shall be final and binding.
- 8.3. If the contractor suffers any loss, on account of his having to pay labour charges during the period in which the stoppage of work has been ordered under this clause, the contractor shall on application, be entitled to such compensation or, account of labour charges as the Employer, whose decision shall be final and binding, may consider reasonable, provided that the contractor shall not be entitled to any compensation en account of labour charges, if in the opinion of the Employer, the labour could have been employed elsewhere by the contractor for the whole or part of the period during which the stoppage of work has been ordered as aforesaid.
- 8.4. The period of stoppage ordered by the Employer should not ordinarily exceed six months. Thereafter the portion of the work so stopped may be treated as deleted from this agreement, if a notice in writing is given to the Employer by the contractor within seven days after expiry of the above said period. The portion of work deleted may be got executed on supplemental agreement, as mutually agreed upon by Employer and the contractor.
- 8.5. The total compensation payable to the contractor under this clause shall not in any case exceed 5% of the value of unfinished work in a particular phase (of the work involved).

9. **TERMINATION OF CONTRACT BY EMPLOYER**

- 9.1. If the contractor being an individual or a firm commit any "Act of Insolvency", or shall be adjudged as an insolvent, or being an Incorporated Company shall have an order for compulsory winding up made against it, or pass an effective resolution for winding up voluntarily, or subject to the supervision of the court or of the official assignee of the Liquidator in such acts of Insolvency or winding up, shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Employer that he is able to carry out and fulfill the contract, and to give security thereof, if so required by the Employer.
- 9.2. or if the Contractor (whether an individual, Firm or Incorporated Company) shall suffer execution to be issued.
- 9.3. or shall suffer any payment under this contract to be attached by or on behalf of any of the Creditors of the Contractors.
- 9.4. or shall assign or sublet this contract without the consent in writing of the Employer first obtained.
- 9.5. or shall charge or encumber this contract or any payments due or which may become due to the Contractor there under.
- 9.6. (or if the Project Manager/Engineer-in-charge shall certify in writing to the Employer that the Contractor—
  - 9.6.1. has abandoned the Contract or
  - 9.6.2. has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the work for seven days after receiving from the Project Manager's written notice to proceed, or

- 9.6.3. has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
- 9.6.4. has failed to remove materials from the site or to pull down and replace works within seven days after receiving from the Project Manager written notice that the said materials or work were condemned and rejected by the Project Manager/Engineer-in-charge under these conditions, or
- 9.6.5. has neglected or failed persistently to observe and perform all or any of the acts, matters or things by -this Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same, or
- 9.6.6. has to the detriment of good workmanship or in defiance of the Project Manager's instructions to the contrary, sublet any part of the Contract. Then and in any of the said cases the Employer may, notwithstanding any previous waiver, after giving seven days notice in writing to the Contractor, terminate the Contract, but without thereby affecting the powers of the Managers or the obligation and liabilities of the Contract, the whole of which shall continue to be in force as fully as if the Contract had not been so terminated and as if the works subsequently executed had been executed by or on behalf of the Contractor. And further, the employer by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, sheds, machinery, system and other power, utensils and materials, lying upon premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works, or by employing any other contractors or other persons or person to complete the works, and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed, or as soon thereafter as convenient the Managers shall give a notice in writing to the contractor to remove his surplus materials and plant and should the contractor fail to do so within a period of 14 days after receipt thereof by him, the Employer may sell the same by public auction and shall give credit to the Contractor for the amount so realized, deducting there from the costs of removal and sales. The Project Manager shall thereafter ascertain and certify in writing under their hand what (if anything) shall be due or payable to by the Employer, for the value of the said plant and materials so taken possession of by the Employer, and the expense or loss which the Employer shall have been put to in getting the works to be so completed, and the amount, if any owing to the Contractor and the amount which shall be so certified shall, thereupon, be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and Certificate of the Project Manager's shall be final and conclusive between the parties. On termination of the contract, the contractor shall forthwith remove himself and his workmen from the work site.

## 10. TERMINATION-OF CONTRACT BY THE CONTRACTOR

- 10.1. If payment of the amount payable by the Employer under the Certificates of the Project Manager/Engineer-in-charge, as provided for hereinafter shall be in arrears, and unpaid for 30 (thirty) days after notice in writing, requiring payment of the amount as aforesaid, shall have been

given by the Contractor to the Employer, or if the Employer interferes with or obstructs the issue of any such Certificate, or

- 10.2. If the Employer commit any "Act of Insolvency" or if the Employer being an individual or Firm shall be adjudged an Insolvent, or being an incorporated company shall have an order made against it or shall make an assignment or
- 10.3. composition for the benefit of the greater part in number of amount his creditors, or (being an incorporated company) shall have an order made against him or pass an effective resolution for winding up, either compulsorily, or
- 10.4. subject to the supervision of the Court or voluntarily or if the official Assignee or the Employer shall repudiate the contract, or if the Official Assignee or
- 10.5. The Liquidator in any such winding up shall be unable within fifteen days after notice to him requiring him so to do, to show to the reasonable satisfaction of the Contractors that he is able to carry out and fulfill the contract and to make all payments due and to become due there under and, if required by the Contractor, to give security for the same or if the works be stopped for the three months under the order of the Project Manager, the Employer or by any injunction or other order of Court of Law, then, and in any of the said cases the Contractor shall be at liberty to terminate the Contract by notice in writing to the Employer through the Project Manager/Engineer-in-charge and he shall be entitled to recover from the Employer, payment for all works executed, and for any loss he may sustain upon any plant or material supplied or purchased or prepared for the purpose of the Contract
- 10.6. In arriving at the amount of such payment the net rates contained in the Contractor's original tender shall be followed, or where the same may not apply valuation shall be made.

## **11. SETTLEMENT OF DISPUTE**

- 11.1. Disputes to be finally determined by project manager: The decision, opinion, certificate (except for payment), with respect to all or any of the matters shall be final and conclusive and binding on the parties hereto and shall be without appeal.
- 11.2. No arbitration of any disputes on contract will be allowed under any circumstances. In case of any dispute between the contractor and the Employer, the Project Manager will give the final decision. If the Contractor is not satisfied with the decision, he may take up the specific issues to the Court of Law for a ruling.
- 11.3. No meetings with any other political parties/members/any nominated person will not be entertained regarding settlement of issues.

## **SAFETY CODE**

- 11.4. The contractor shall be responsible for the safety of the labour employed by him and he shall be liable to pay the necessary compensation in case of accidents, as per the Workmen's Compensation Act.
- 11.5. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladder.

- 11.6. No portable single ladder shall be over 8M in length and the width between side rails shall not be less than 30cm (clear). Suitable foot holds and handholds shall be provided on the ladder and the ladder shall be given sufficient inclination. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.
- 11.7. Scaffolding or staging more than 3.60M above ground or floor swung or suspended from an overhead support or erected with stationery support shall have a guard rail, properly attached, bolted, braced and otherwise secured at least 90cms above the floor or platform of such scaffolding and extending along the entire length of the necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building structure.
- 11.8. Working platform, gangway, stairways, etc. should be so constructed that they should not sag unduly or unequally. Such gangway, stairway, etc. should have adequate width and should be suitably fastened as described in the para above.
- 11.9. Suitable fencing or railing of 90cms minimum height should be provided for every opening in the floor of building or in a working platform to prevent the fall of persons or materials.
- 11.10. No floor, roof or other parts of the structure shall be so overloaded with materials or debris as to render it unsafe.
- 11.11. Safe means of access shall be provided to all working platform and other working places.
- 11.12. Adequate precautions shall be taken to prevent danger from electrical equipment.
- 11.13. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precaution and to pay damage and cost which may be awarded in any such work, action or proceedings to any such persons or which may with the consent of the contractor be paid to compromise claim by any such person.
- 11.14. All trenches and excavations shall be provided with necessary fencing and lighting. Excavated materials shall not be placed within 1.50M of the edge of the trench or half of the depth of the trench whichever is more. All trenches of depth 1.20M or more shall be supplied with at least one ladder for each 30M length or fraction thereof. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.
- 11.15. Workers employed on mixing and handling materials like cement, asphalt, cement mortar, concrete, lime mortar, etc. shall be provided with protective foot wear and rubber hand gloves and protective goggles.
- 11.16. Workers employed on welding work shall be provided with welders' protective eye shield and gloves.
- 11.17. Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- 11.18. No paint containing lead or lead products shall be used except in the form of paste or readymade paints.
- 11.19. Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.

- 11.20. Overhaul shall be supplied by the contractor to the workmen and adequate facilities shall be provided to enable the working painters to work during the periods of cessation work.
- 11.21. Hoisting machines and tackles used in the work including their attachment anchorage and supports shall be in perfect condition.
- 11.22. The ropes and pulleys etc. used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from defects.
- 11.23. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe and good condition, and no scaffold, ladder or equipment shall be altered or removed while it in use.
- 11.24. Contractor should provide safety helmets for all their employees and to be insisted to wear the helmet while on duty.
- 11.25. Every employee of the Contractor should wear and tight the safety belt while working above 2 meters height.
- 11.26. There shall be maintained at readily accessible place at work site, first aid appliances including adequate supply of sterilized dress in and sterilized cotton wool.
- 11.27. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates the help of a doctor or hospitalization.
- 11.28. There shall be provided and maintained at suitable places, easily accessible to labour a sufficient supply of cold water fit for drinking.
- 11.29. Adequate washing and bathing places shall be provided at or near the place of work separately for men and women. Such places shall be kept in clean and drained condition.
- 11.30. Separate latrine and urinals for men and women shall be provided at or near the places of work. Such latrines shall be kept clean and drained condition.
- 11.31. Contractor should also provide crèche for the little ones of their employees/labourers.
- 11.32. Covid- 19 Protocol prescribed by the local self-government shall be strictly complied with

### **SPECIAL CONDITIONS OF CONTRACT**

These Special Conditions of Contract delete, amend or add to the clauses in the General Conditions of Contract. In the event of an inconsistency, these Special Conditions of Contract shall take precedence over the General Conditions of Contract to the extent of that inconsistency.

1. All trade union issues regarding Works as well as unloading shall be dealt by the Contractor. Local issues caused due to the activities of Contractor shall be settled by the Contractor himself and will not be considered as a reason for delay.
2. Contractor shall employ an experienced Engineer at site for Management of Works. Contractor shall provide and implement adequate nos day and night cameras at locations approved by The Institute/PMC and recording system at site and make available full time access to The Institute and PMC. Contractor shall daily report to The Institute/PMC in the prescribed formats and shall take immediate actions mentioned for issues registered in site order book or communicated through phone, mail or WhatsApp.

3. Only stage wise billing will be accepted at the prescribed stages. If any Quality or Safety issues are pending with the Contractor for rectification, Bills will not be accepted by The Institute or Project Manager. Contractor shall submit his stage wise RA Bills in the specific format given by PMC.
4. Contractor should compulsorily have ESI/PF/GST registrations. He shall submit the proof that he has remitted the ESI/PF for his staff. Also, he has to submit the GST invoice as proof of remittance. Only then the next RA Bill be accepted.
5. Contractor shall take Insurance for his staff and third party throughout the tenure of the Contract.
6. Contractor shall make all required legal formalities, if he engages migrant labour for the work and same shall be submitted to the Employer.
7. Water and Electricity: - The Institute shall provide power and water at one point at site. The statutory expenses of both will be borne by the The Institute. All distribution expenses shall be borne by the Contractor. Contractor shall help the Institute to install the power and water at site if needed.
8. Steel and plywood shuttering to be used for centering & shuttering.
9. Contractor shall maintain the site as “plastic free”. In case contractor fails to do so, Employer will appoint some other agency as per his wish and will pay them, which will be deducted from the amount payable to the contractor.

#### **SPECIFICATIONS: WORKS**

The work shall be carried out as per the detailed “**Specification of works**” mentioned in the **BOQ and of the CPWD (latest revision) and relevant IS Codes**. Matters not covered by the specifications given in the contract, as a whole shall be covered by the relevant Indian Standard Codes. If such code on a particular subject have not been framed the work has to be carried out as per standard Engineering practice and as decided by the Engineer. Only Technical clauses of CPWD shall be applicable for this tender. Commercial clauses as well as method of measurement shall not be as specified in CPWD specifications, which will be as specified in this tender document.

## MILESTONE CHART

**ANNEXURE - 1**

Project Name : **CMA Bhavan, Kaloor, Kochi**  
Works : Renovation Work for Fixing Water Logging issue of the  
Cochin Chapter

The milestones to be achieved during the execution of the work shall be as follows.

Estimated cost : Rs.2,90,000 excl GST  
Completion period : 30 calendar days from the date of Work Order  
Probable date of Work Order  
Completion date : 30<sup>TH</sup> day from the date of Work Order

I hereby understand, agree and accept the milestones and the liquidity damages mentioned above.

Contractors Signature with seal

Date:-

## OWNER SUPPLY MATERIALS

**ANNEXURE - 2**

Project Name : **CMA Bhavan, Kaloor, Kochi**  
Works : **Renovation Work for Fixing Water Logging issue of the Cochin Chapter**

List of Owner Supply materials shall be as follows

			<b>Contractors Obligations</b>
<b>#</b>	<b>Material</b>	<b>Cost to Contractor</b>	<b>regarding Owner Supply materials</b>
1	Nil	Nil	Nil

I hereby understand, agree and accept the Owner supply materials and Contractors Obligations mentioned above.

Contractors Signature with seal

Date:-



## **SUBMISSION OF BIDS**

- (a) The proposal shall be single cover, superscripted **“Renovation Work for Fixing Water Logging issue of the Cochin Chapter.”**
- (b) A demand draft for Rs 6000/ (Rupees Six thousand Only) drawn in favor of The Institute of Cost Accountants of India, Cochin Chapter, payable at Kochi from any Nationalized Institute towards EMD shall be enclosed to the Technical Bid. For MSME registered firm, a copy of a valid MSME certificate for the relevant work should be enclosed with the technical bid of the tender.
- (c) Cover shall be sealed with wax and dropped in the Tender Box available in the Institute of Cost Accountants of India, Cochin Chapter on **or before 4.00 p.m. on 5<sup>th</sup> April, 2026.**
- (d) The documents as mentioned in the Annexures shall be furnished along with the Technical Bid.

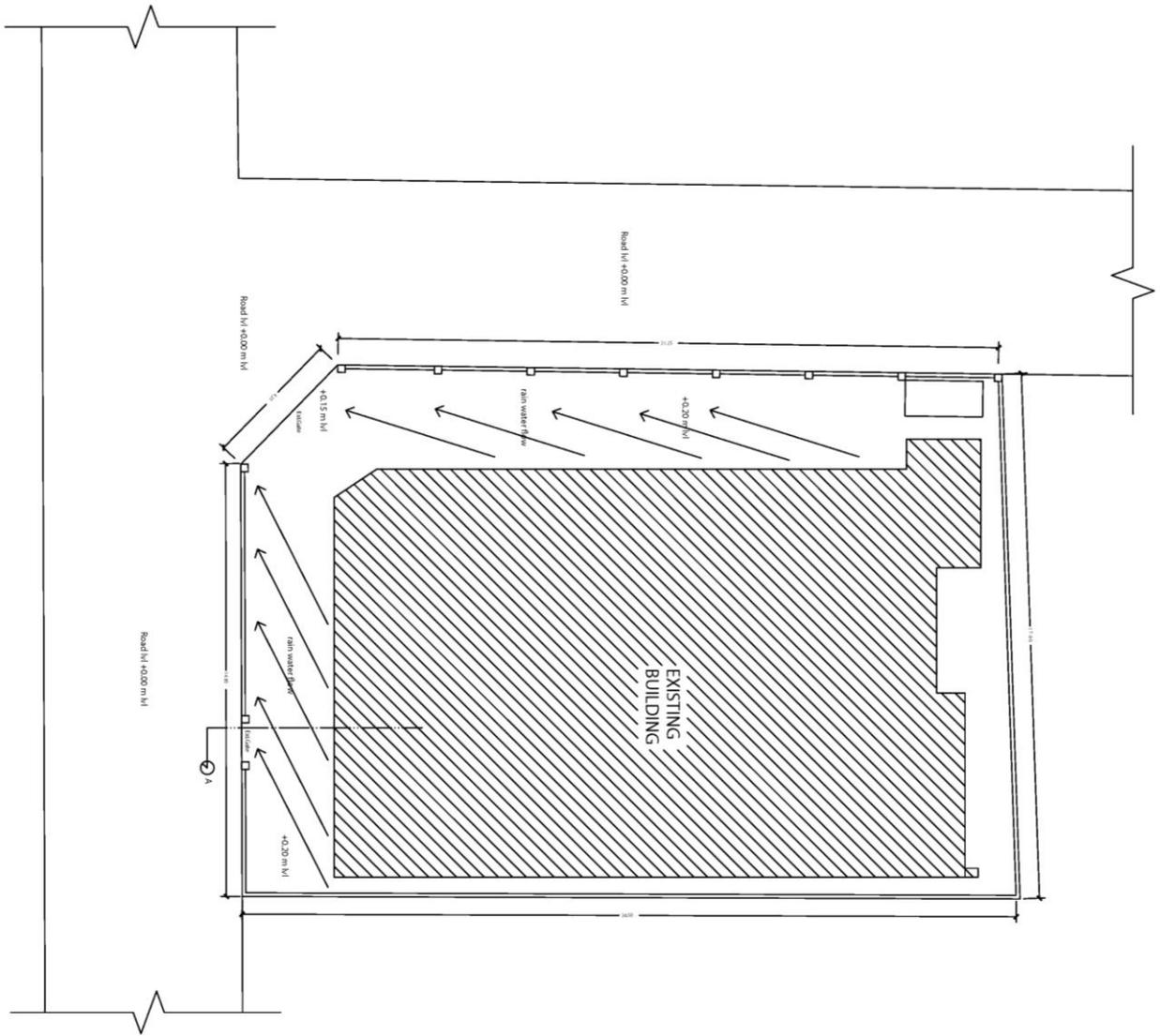
Signature of the Contractor

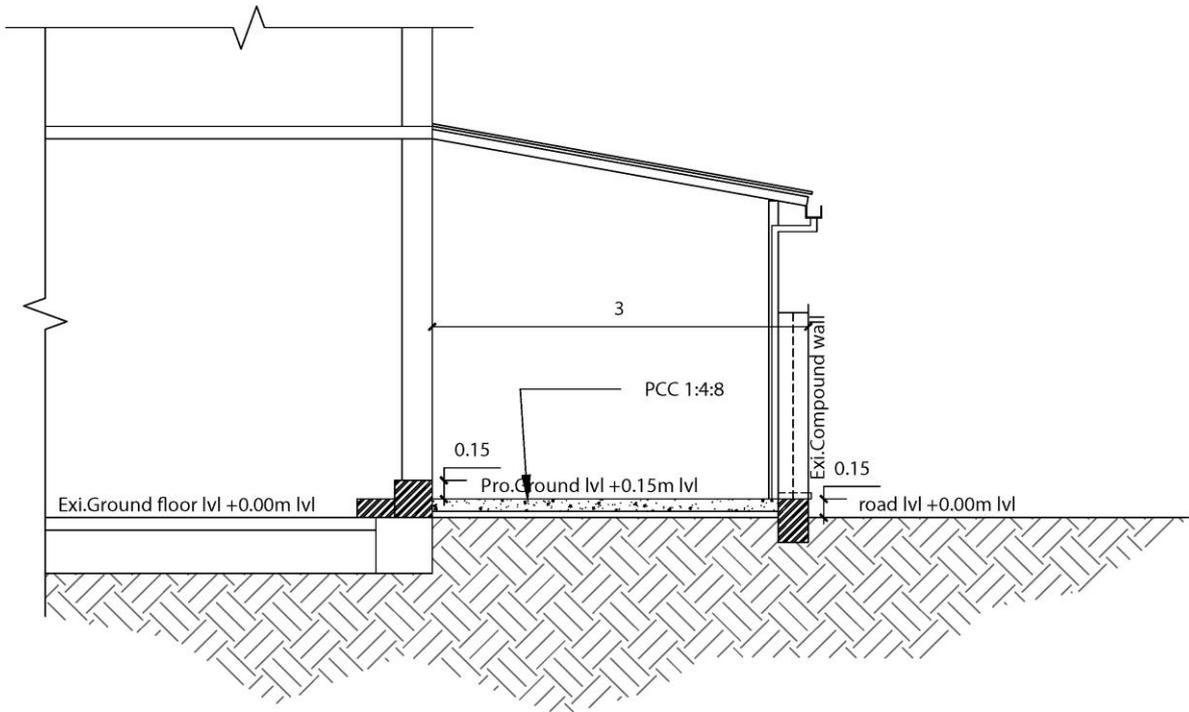
## **OPENING OF BIDS**

The Cover will be opened by the Tender Opening Committee of the Institute of Cost Accountants of India, at CMA Bhawan, Kochi, for determining the lowest bid, in presence of bidders whoever participated in bidding or their authorized representatives having brought a proper letter of authorization to participate in the bid opening event.

Signature of the Contractor

\*Total truss area - 15,105 sqm





## SECTION AA

**PRICE BID**  
**BILL OF QUANTITIES**

CMA Bhavan, Kaloor, Kochi

Renovation Work for Fixing Water Logging issue of the Cochin Chapter

Item No.	Floor	Stage	Head	Detailed BOQ Item Description	Quantity	Uom	Rate excl GST	Amount excl GST
1	GF	Truss Work	Structural steel work	Provide and install in position <b>Truss</b> at all levels using Structural Steel Tube section and Sheeting of approved make including 1 coat of Epoxy primer and two coats of Epoxy paint of approved colour complete including cost for labour, materials, rentals, scaffolding, loading, transportation and unloading, all tools and tackles to the satisfaction of the Employer. Work shall proceed as per approved drawings, work specifications and instructions of Engineer in Charge. Make of materials used shall be as per Annexure 5 Approved list of materials of Tender documents.	80.00	sqm		
2	GF	Truss Work	Structural steel work	Provide and install in position and in proper slope 200 mm wide rectangular <b>UPVC Rainwater Gutter</b> at all levels using Gutter and its support of approved make and colour complete including cost for labour, materials, rentals, scaffolding, loading, transportation and unloading, all tools and tackles to the satisfaction of the Employer. Work shall proceed as per approved drawings, work specifications and instructions of Engineer in Charge. Make of materials used shall be as per Annexure 5 Approved list of materials of Tender documents.	110.00	mtr		
3	GF	Truss Work	Structural steel work	Provide and install in position down pipes to gutter at all levels using <b>75mm square downpipes</b> and its support of approved make and colour complete including cost for labour, materials, rentals, scaffolding, loading, transportation and unloading, all tools and tackles to the satisfaction of the Employer. Work shall proceed as per approved drawings, work specifications and instructions of Engineer in Charge. Make of materials used shall be as per Annexure 5 Approved list of materials of Tender documents.	30.00	mtr		
4	GF	Civil work	Structural steel work	Take out the <b>existing gate and modifying</b> it according to the level including cost for labour, materials, rentals, scaffolding, loading, transportation and unloading, all tools and	1.00	LS		

				tackles to the satisfaction of the Employer. Work shall proceed as per approved drawings, work specifications and instructions of Engineer in Charge. Make of materials used shall be as per Annexure 5 Approved list of materials of Tender documents.				
5	GF	Civil work	Masonry work	Refix the modified gate in position including cost for labour, materials, rentals, scaffolding, loading, transportation and unloading, all tools and tackles to the satisfaction of the Employer. Work shall proceed as per approved drawings, work specifications and instructions of Engineer in Charge. Make of materials used shall be as per Annexure 5 Approved list of materials of Tender documents.	1.00	LS		
6	GF	Civil work	Concrete work	Providing and laying in position in appropriate lines and levels plain cement concrete of specified grade 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size) as <b>Gate Ramp</b> including the cost of water tight centering and shuttering, with approved quality materials; machine mixed and compacted; including cost of all materials other than owner supply materials, curing, lead, lift, scaffolding, labour, dewatering, machinery, tools and tackles, rentals, testing charges complete. Work shall proceed as per approved drawings, work specifications and instructions of Engineer in Charge. Make of materials used shall be as per Annexure 5 Approved list of materials of Tender documents.	1.00	cum		
7	GF	Civil work	Demolising work	Dismantling, <b>Removing and stacking elsewhere Interlock tiles</b> without disturbing existing structure and neighboring property Owners and shifting of debris from site to convenient place including cost of all materials, labour, machinery, tools and tackles, rentals, lead, lift, scaffolding, rehandling, taxes, testing charges complete as per the drawings, specifications and directions of the Site in Charge.	10.00	sqm		
7	GF	Civil work	Demolising work	Dismantling, <b>Removing and stacking elsewhere truss works</b> without disturbing existing structure and neighboring property Owners and shifting of debris from site to convenient place including cost of all materials, labour, machinery, tools and tackles, rentals, lead, lift, scaffolding, rehandling, taxes, testing charges complete as per the drawings, specifications and directions of the Site In	10.00	sqm		

				Charge.				
8	GF	Civil work	Plastering work	Providing Cement Plaster in appropriate lines and levels cement mortar 1:4 in single coat of average thickness up to 15mm (varies as per the site conditions) for <b>plastering over PCC Ramp</b> including finishing even and smooth curing complete including cost of all materials other than owner supply materials, labour, machinery, tools and tackles, rentals, testing charges complete. Work shall proceed as per approved drawings, work specifications and instructions of Engineer in Charge. Make of materials used shall be as per Annexure 5 Approved list of materials of Tender documents.	20.00	sqm		
9	GF	Civil work	Painting work	Providing and applying two or more coats of <b>Floor coat paint</b> of approved make of approved colour & shade including its primer on newly plastered / putty finished interior and exterior surfaces including preparation of surfaces, grinding the surfaces with water paper, filling the cracks using approved filling material etc. to the satisfaction of Site in-charge, washing wherever required, including cost of all materials other than owner supply materials, labour, machinery, tools and tackles, scaffolding, loading, unloading, transportation, lead, lift, rehandling, taxes, rentals, etc. complete. Work shall proceed as per approved drawings, work specifications and instructions of Engineer in Charge. Make of materials used shall be as per Annexure 5 Approved list of materials of Tender documents.	20.00	sqm		
				TOTAL AMOUNT OF CONTRACT (Excluding GST)				
				Add GST @ _____%				
				Total Contact Value (With GST)				

Total Amount (With GST) (In Words) \_\_\_\_\_

Contractors Signature with seal

Date:-