



KOLKATA REGION

TENDER DOCUMENT (TECHNICAL BID) PART - 1

FOR

**REFURBISHING WORK (INTERIOR FURNISHING, ELECTRICAL,
BRANDING & AIR CONDITIONING WORKS IN COMPOSITE)**

OF

KOLKATA REGIONAL OFFICE

NAME OF THE TENDERER :

CONTACT NO. : E-MAIL ID :

ADDRESS OF THE TENDERER :

LAST DATE OF SUBMISSION OF TENDER : **1.10.2021 UPTO 4.00 PM**

DATE OF OPENING OF THE TENDER : **Part I : 4.10.2021 AT 2.30 PM**

PLACE OF SUBMISSION OF TENDER :

OFFICE OF
THE REGIONAL MANAGER,
STOCK HOLDING CORPORATION OF INDIA LTD.
KOLKATA REGIONAL OFFICE
A. G. Tower, 6th Floor,
125/1, Park Street. Kolkata – 700 017

CONSULTANT
SUDIP SUR & ASSOCIATES
14/2, Kali kumar Mukherjee Lane,
Shibpur, Howrah - 711102

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SECTION – I

NOTICE INVITING TENDER

Sealed tenders on item rate basis are invited by STOCK HOLDING CORPORATION OF INDIA LTD., (having its Registered Office at 301, Centre Point, Dr. Babasaheb Ambedkar Road, Parel, Mumbai 400 012) KOLKATA REGIONAL OFFICE from Eligible Contractors fulfilling the criteria set for Technical Bid as per this document having Sound Technical and Financial capacity for Interior Furnishing, Electrical, Branding & Air Conditioning works of **Kolkata Regional Office AT 4th Floor, 8, India Exchange Place. Kolkata – 700 001**. The vendor should be able to undertake turnkey jobs which include Civil, Furnishing, Electrical, Air Conditioning, Networking, Plumbing, Carpentry, Water Proofing, Carpet Cleaning, Floor Waxing, Floor Polishing, Painting/POP, Furniture Polishing, Fabrication, Supply of Venetian / Vertical / Roller blinds, supply of furniture / modular furniture / chairs etc. as per SHCILS requirement. The area of the premises on which turnkey and civil work will be done is around 5032.479 sqft (Carpet Area)

A) Name & Location of the Work:

Interior Furnishing, Electrical, Branding & Air Conditioning Works of **SHCIL, Kolkata Regional Office at 4th Floor, 8, India Exchange Place. Kolkata – 700 001**

Estimated Cost : Rs. 64.04 lacs (excluding GST)

B) Time of Completion:

60 calendar days from the date of written orders to commence the work. In addition a mobilization period of max. 7 days may be provided.

C) Tender Fee :

The contractors should deposit a fee of **Rs.1,000=00** (Non-refundable) by means of a demand draft in favour of ‘STOCK HOLDING CORPORATION OF INDIA LTD.’, payable at Mumbai. Applications without the fee will not be considered.

D) Earnest Money Deposit (EMD) :

The tender shall be accompanied by earnest money deposit of **Rs. 60,000=00 (Rupees Sixty Thousand only)** in the form of Crossed Demand Draft/Pay order issued in favour of “STOCK HOLDING CORPORATION OF INDIA LTD.” payable at *Mumbai* without which tender will be liable to rejection. Earnest money deposit in respect of the successful tenderer will be retained & it will become a part of Initial Security Deposit.

E) Initial Security Deposit (ISD) :

The successful tenderer to whom the contract is awarded will have to deposit as “initial security deposit” (ISD) a further sum to make up 2 % of the value of the accepted tender including the Earnest Money. ISD may be submitted in the form of Demand Draft/ Pay Order / Banker’s Cheque. The Initial Security Deposit will have to be made within 7 days from the date of acceptance of tender, failing which the SHCIL at its discretion may revoke the letter of acceptance and forfeit the Earnest Money deposit furnished along with the tender.

F) Retention Money:

To be deducted from Progressive running bills / Final Bill @ 10% minus (-) ISD of the value of the Running Bill excluding gst.

G) Release of Retention Money :

100% after expiry of the Defect Liability period of 1 calendar year to be considered from the date of completion of the Project as certified by the SHCIL / Architect. Retention money will not bear any interest.

H) Availability of Tender Documents:

At company's website www.shcil.com from 15/09/2021 onwards

I) Last Date & Place of Submission of Tender :

1/ 10/ 2021 up to 4.00 P.M. at office of SHCIL at A G Tower, 6th floor, 125/1, Park Street, Kolkata 700 017, West Bengal.

J) Date & Place of Opening of Tender :

Part I (Technical bid) : 4/ 10/ 2021 at 2.30 P.M. at office of SHCIL at A G Tower, 6th floor, 125/1, Park Street, Kolkata 700 017, West Bengal, in the presence of the representatives of the Architect and Tenderers.

Part II (Financial Bid) : To be notified to the eligible bidders

- K)** Tenderers are to be present at the time of opening of tender.
- L)** The work shall be paid for as measured work and not as 'Lump Sum' contract.
- M)** Earnest money shall be treated as Security Deposit in the case of successful bidder in the case of others this amount shall be refunded without interest after finalization of tender.
- N)** Rates to be quoted shall be firm (including extension of time if any, granted) and inclusive of all taxes (**excluding GST**) and levies including leads and lifts and the offer shall remain valid for acceptance by the client for a minimum period of 180 days.
- O)** Every page of the tender document should be signed (full signature) and sealed. It should also be signed wherever there is overwriting and the final amount should be written in words as well as in figures. No modifications, writings or correction is allowed in the tender document by the tenderer but he may put his comments in a separate sheet of paper and submit along with the original tender document.
- P)** Any delay in completion of the work shall attract a penalty of 1% of the order value per day subject to the maximum of 10%. Delay of more than 15 days without any reason shall render the contractor liable to pay liquidated damages and shall result into termination of contract having to provide further notice.
- Q)** The acceptance of the payment of final bill by the contractor would indicate that he would have no further claims in respect of the work executed.
- R)** The tenderers should note that the tender is strictly on the total quoted rate basis and their attention is drawn to the fact that the rates for each and every item should be correct, workable and self-supporting. If called upon, detailed analysis of any or all the rates shall be submitted. Freak rates will not be accepted. The SHCIL shall not be bound to recognize the contractor's analysis, may split the job if justified, or delete certain portion of the job or get it done from other vendors as it deems fit.
- S)** The contractor shall have to make his own arrangement for watch and ward of the work / building till the work is handed over to the SHCIL.

- T)** The decision of the SHCIL / Consultant will be final and binding with regard to the quality of work is concerned.
- U)** All the interim payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound or imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the contract or any part thereof in any respect or the accruing of any claim, nor shall, it conclude determine or affect in any way the power of SHCIL under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way or affect the contract.
- V)** Use of any material shall be as per tender specification, subject to prior approval by the SHCIL/ consultant and shall be as per sample to be submitted and approved prior to commencement of work. All work shall have to be carried out as per drawing and /or direction of the consultant/ SHCIL. Any deviation must have to be approved in writing.
- W)** The contractor shall arrange for necessary comprehensive insurance cover such as fire, theft / burglary, accidental group insurance of the workers at site at his own cost.
- X)** The contractor shall have to arrange for necessary permission from appropriate authority if required for its concerned civil work.
- Y)** Electrical work to be done by licensed contractor and electrical safety certificate to be issued after work completion. Necessary as built circuit drawings if required for submission to the client/electrical inspectorate shall be prepared by the contractor.
- Z)** The client reserves the right to accept or reject any or all offers without assigning any reason whatsoever at any stage of the tendering process and the client's decision in this regard shall be final and binding. Delay in submission of any part arising due to postal or any other irregularities at any stage will not be considered. Also, the SHCIL will not be responsible for any damage in transit in case of postal delivery.

Pre-Qualification Criteria for Technical Bid for Contractors :

| Sr. No | Eligibility Criteria | Documents Required |
|--------|---|--|
| 1 | The firms (<i>having similar business for the last 5 years</i>) having experience of successfully completed composite nature of work comprising of Furnishing, Electrical, Branding and Air Conditioning Works during the last five years ending the date of submission of bid . It should have office in West Bengal. It should have experience of such projects in Banks/ Financial Institution/Govt. Institution / Govt. Organizations /PSU's Certificate should have certified bill value of each trade of work viz. Furniture work, Electrical works & AC works). | Current Trade License in the name of Bidder Firm / Organisation along with another 1 Trade License of at least 5 yr old. |
| 2 | The firm must have experience of having successfully completed during last five years) : - | Copies of Work Order along with Satisfactory Completion |

| | | |
|--|--|---|
| | 3(Three) “ similar completed works” costing not less Rs. 25.00 Lacs each OR 2(Two) “ similar completed works” costing not less than Rs. 35.00 Lacs . Each OR 1(One) “ similar completed works” costing not less than Rs. 50.00 Lacs . | Certificate issued by Organization within last 5 years |
| 3 | 3 (Three) years IT Return for AY 2019-20, 2020-21, 2021-22 | 3 nos. IT Return |
| 4 | Average annual turnover of Rs. 50.00 Lacs or More, during the last three Financial Years 2018-19, 2019-20, 2020-21 | Auditor’s Report with Certified copies of P/L account & B/S for last three financial years |
| 5 | The bidder shall have valid PAN & GST registration | Copies of valid PAN & GST Registration |
| 6 | The bidder shall have valid registration with all statutory authorities such as Registrar of companies/Firms, Central/State Labour departments, ESI, EPF etc, | Required copied to be submitted. |
| 7 | The firm must not been blacklisted by any Banks/ Financial Institution/Govt. Institution/ Govt. Organizations /PSU’s etc. | Self declaration by the bidder that they have not been Blacklisted by any Banks / Financial Institution/ Govt. Institution/ Govt. Organizations /PSU’s etc. |
| 8 | Solvency Certificate (Issued On / After 15.09.2021) | Value Not Less than 64 lacs. |
| ** N. B. : For SHCIL empanelled contractors, above criterions will not be required. | | |

Mode of Submission of Tender:

Tenders are to be submitted in two Parts: a) **Part I (Technical Bid)** and b) **Part II (Financial Bid)**. The Contractor should quote the rates in figures as well as in words in the Part II of the Offer. The Part I of the offer should not contain any Price information. Special care should be taken to write the rates in figures only in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the words. “Rs” should be written before the figure of rupees and words “P” after the decimal figures e.g. Rs. 2.15 “P” and in case of words, the word “Rupees”, it should invariably be up to two decimal places. While quoting the rate in schedule of quantities, the words “Only” should be written closely following the amount and it should not be written in the next line. The amount of each item shall be worked out and the requisite total shall be given. All corrections shall be attested by the initials of the Tenderers. In case of any attested by the initials of the Tenderers. In case of any discrepancy/difference, the rate quoted in words in the original copy of the tender and the amount derived there from shall prevail and be binding. Tenders which should always be

placed in sealed cover with the name of the project and date of opening of tender written on the envelopes will be received by the

**THE REGIONAL MANAGER
STOCK HOLDING CORPORATION OF INDIA LTD.
KOLKATA REGIONAL OFFICE**

A.G.Tower, 6th floor,
125/1, Park Street, Kolkata 700 017, West Bengal.

in a sealed envelope of appropriate size containing the documents as under:-

ENVELOPE MARKED NO. – 1 (Part I – Technical Bid) :

Envelope marked No.1 shall contain the following documents :

1. The Signed Tender Document comprising of General Conditions of Contract, Tender Notice, Forwarding letter without mentioning the cost of Tender value arrived at with rates.
2. Earnest money deposit furnished in the form of Crossed Demand Draft/Banker's Cheque drawn in favour of STOCK HOLDING CORPORATION OF INDIA LTD. for the amount indicated in the Notice of invitation to tender.
3. Name, Address & Type of firm with organization details, Trade License, Telephone No., Fax Nos., E Mail ID etc.
4. List of Credentials as per requirement along with 'Work Order' & 'Satisfactory Completion Certificate'.
5. 3 (Three) years IT Return for AY 2019-20, 2020-21, 2021-22
6. Av. Annual Turnover of the company for the last 3 (Three) FY 2018-19, 2019-20, 2020-21. Supporting Copies of the Audited Balance Sheet for the last three (3) Years along with the Profit & Loss Account.
7. Self declaration in company's letterhead by the bidder that they have not been Blacklisted by any Banks / Financial Institution/ Govt. Institution/ Govt. Organizations /PSU's etc.
8. Banker's Solvency Certificate for credit worthiness for Rs. 62.0 lacs. (Issued On / After 15.09.2021)

ENVELOPE MARKED NO. – 2 (Part 2 – Financial Bid):

Envelope marked No. 2 shall contain the following documents :

1. Price Bid of the tender with quoted rate and Bill of Quantities duly filled up indicating price. **GST should be shown Separately in the summary sheet for arriving the final bid value.**
2. Tender drawings
3. Additional Performance Security (if required).

ENVELOPE MARKED NO. – 3 :

Envelope marked No.1 & 2 shall be put in larger envelope of adequate size marked as No.3 which shall be properly sealed. This envelope shall be endorsed on the outside face **"TENDER FOR INTERIOR FRUNISHING, ELECTRICAL, BRANDING & AIR CONDITIONING WORKS IN COMPOSITE, SHCIL, KOLKATA REGIONAL OFFICE"**

N) Clarification, if any to be obtained from:

SUDIP SUR AND ASSOCIATES
14/2, Kali Kumar Mukherjee Lane, Shibpur,
Howrah – 711 102
Mobile : 98300 17895 / 8910 513 714
e-mail : sudip.arch@gmail.com

OR

STOCK HOLDING CORPORATION OF INDIA LTD.
KOLKATA REGIONAL OFFICE
A.G.Tower, 6th floor, 125/1, Park Street,
Kolkata 700 017, West Bengal.
Mobile : 97345 55956

The STOCK HOLDING CORPORATION OF INDIA LTD. has all the right to cancel / terminate the contract on an immediate basis and withheld the balance payment payable, if the vendor is blacklisted or may have concealed or its rating (as per the rating system announced by the government for GST compliance) is downgraded below accepted level due to non-compliance or its actual or alleged act, failure to act, error, or omission in the performance. In all matters, the decision of SHCIL shall be final and binding on all concerned. The notification of award of contract will be made in writing to the successful tenderer only by the SHCIL.

GST Terms and conditions:- Due to implementation of GST, if there are any benefits /cost reduction accruing to the vendors, due to reduction in tax rates and / or increase in the admissible input tax credit, then the same should be passed on by the vendors to the SHCIL by way of reduction in the selling price. The vendors shall issue a valid tax invoice for any taxable supply in accordance with the GST legislation on SHCIL. In the event if an adjustment arises in connection with a supply made under the Agreement, the vendors must issue on the SHCIL a credit note / debit note in accordance with the GST legislation. Further, the vendors shall fulfil all the compliance requirements within the time limits specified under the GST legislation. In case of violation / breach / non-compliance of any of the GST provisions by Vendors which will have an impact on the benefits accruing to the SHCIL under GST, then in such case the SHCIL will have all the right to recover such amount of benefits from the vendors along with applicable interest and penalty.

Indemnity Clause:-The vendors shall agree to defend, indemnify and hold harmless the SHCIL with respect to any claim arising from the vendor's actual or alleged act, failure to act, error, or omission in the performance of their obligations under this Agreement or any governing law or regulation including the GST law. Thus, in cases, where the vendors has collected applicable GST from the SHCIL and not deposited the same with the Revenue Government due to which the SHCIL losses the GST credits then the SHCIL shall reserve the right to recover such losses from the vendor along with applicable interest and penalty.

Blacklisting :-The SHCIL has all the right to cancel / terminate the contract on an immediate basis and withheld the balance payment payable, if the vendor is blacklisted or its rating (as per the rating system announced by the government for GST compliance) is downgraded below accepted level due to non-compliance or its actual or alleged act, failure to act, error, or omission in the performance.

In all matters, the decision of SHCIL shall be final and binding on all concerned.

Yours faithfully,

for and on behalf of,

The Regional Manager
STOCK HOLDING CORPORATION OF INDIA LTD.
KOLKATA REGIONAL OFFICE
A.G.Tower, 6th floor, 125/1, Park Street,
Kolkata 700 017, West Bengal.

SECTION –II
FORM OF TENDER

To
The Regional Manager
STOCK HOLDING CORPORATION OF INDIA LTD.
KOLKATA REGIONAL OFFICE
A.G.Tower, 6th floor, 125/1, Park Street,
Kolkata 700 017, West Bengal.

Sir,

Reg. : Interior Furnishing, Electrical, Branding & Air Conditioning works for the SHCIL – Kolkata Regional Office

1. I/we refer to the tender notice issued by SHCIL for Interior Furnishing, Electrical, Branding & AC Installation works in connection with the above.

2. I/We do hereby offer to perform, provide, execute, complete and maintain the work in conformity with drawings, conditions of contract specifications, Bill of Quantities at the respective rates quoted in the schedule of quantities.

3. I/We have satisfied myself/ourselves as to the site conditions, examined the drawings and all aspects of the site tender conditions. Subject to above, I/We do hereby agree, should this tender be accepted in whole or in part, to :

A: Abide by and fulfill all the terms and provisions of the said conditions annexed hereto

B: Complete the work within **60 days**, as stipulated in two or three shifts if considered necessary by the consultants at no extra cost to the Employer.

4. I/We have deposited Earnest Money of Rs in the form of Crossed DD / PO /BC No. Dated which, I/We note, will not bear any interest and is subject to forfeiture solely at SHCIL's discretion:

i. If the work is not commenced by me/us within **7(seven) days** from the date of issue of formal work order

Or,

ii. If the offer is withdrawn within the validity period of acceptance.

iii. If the contract is not executed within **180 days** from award of contract.

5. I/We understand that you are not bound to accept the lowest or any tender you receive.

6. The acceptance of this tender shall constitute a binding of any contract and any failure as mentioned in item 4 above shall constitute a breach of contract by us and the tender accepting authority shall be entitled to have the work executed at our risk and to claim extra cost / expenditure incurred by them from us.

7. Our Bankers :

i)

ii)

iii)

8. Name of partners / directors of our firm :

I.

II.

III.

IV.

Yours Faithfully,

Signature.....

Name

Designation.....

SECTION –III

GENERAL RULES AND INSTRUCTIONS FOR THE GUIDANCE TO TENDERERS

Tenders are invited on behalf of **STOCK HOLDING CORPORATION OF INDIA LTD., KOLKATA REGIONAL OFFICE**, A.G.Tower, 6th floor, 125/1, Park Street, Kolkata 700 017, West Bengal, for Interior Furnishing, Electrical, Branding & Air Conditioning works at our proposed Regional Office at Kolkata. Contract document consisting of the plans, specifications, bill of quantities and drawings of various classes of work to be performed and set of conditions of contract to be complied with can be downloaded from the **SHCIL's website**.

1. It is proposed that the intending tenderers may contact at the office of the Architects of SUDIP SUR & ASOCIATES, 14/2, Kali Kumar Mukherjee Lane, Shibpur, Howrah – 711 102. The site of the work is available. The intending tenderer shall visit the site and make himself thoroughly acquainted with the local site condition, nature and requirements of the work, facilities of the work, facilities of transport condition, effective labour and materials, access and storage for materials and removal of rubbish etc.
2. As the entire work is to be completed in all respects within the stipulated period of **60 days** and to achieve the target date of entire completion if be required /essential, the work for day and night shifts have to be carried out by the tenderer/contractor, for that at no extra cost, charges shall be paid to the contractor by the employer. While quoting rates, in addition to above, whether mentioned or not the rate shall always include the charges for day to day removal of debris/spoils from site in conformity with the local Municipal rules. SHCIL's normal work shall not be jeopardized in any way for undertaking the work. Contractor shall include in his quoted rate for supplying the plastic sheets/ tarpaulin to cover SHCIL's materials as protection against getting damaged either due to dust or water while executing the work. Tenders in only printed forms issued by the consultants should be placed in sealed covers addressed to. The tenderers should quote in figures as well as in words the rates, and amount. The language for filling tender documents shall be in English. The amount for each item should be marked out and requisite total given. The initials of the tenderers with the seal of the firm shall attest all corrections. In case any discrepancy /difference is found on checking between rates quoted by the contractor in words and figures or in the amount worked out by him, the following procedure shall be followed:
 - A. When there is a difference between the rates in figures and in words, the rate, which corresponds to, the amounts worked out by the contractor, shall be taken as correct.
 - B. When the contractor does not work out the amount of any item or it does not correspond with the rate written either in figures or in words, then the rate quoted by the contractors in words shall be taken as correct.
 - C. When the rate quoted by the contractor in figures and in words tallies but the amount is not worked out correctly rate quoted by the contractor shall be taken as correct and not the amount.
 - D. Amendments as mentioned above shall be based on the tender marked original only.
3. Special care should be taken to write the rates in figures as well as in words and the amounts in figures only. In such a way that interpolation is not possible. Amount should be written in figures. In case of figures the words "RS". Should be written before the

figures of rupees and words paise after the decimal figures, e.g. Rs 2.15 and in case of words, the word "Rupees" should precede and the word "Paise" should be written at the end, unless the rate is in whole rupees and followed by the words "only", it should invariably be up to two decimal places. While quoting the rate in schedule of quantities, the word "only" should be written closely following the amount and it should not be written in the next line.

4. The acceptance of a tender will rest with **STOCK HOLDING CORPORATION OF INDIA LTD., KOLKATA REGIONAL OFFICE**, which does not bind itself to accept the lowest tender and reserves to itself the authority to reject any or all the tenders received without assignment of any reason at any stage of the tendering process. All tenders in which any of the prescribed conditions are not fulfilled or incomplete in any respect are liable to be rejected. The SHCIL reserves the right to accept the tender in full or in part and the tenderer shall have no claim for revision of rates or other conditions if his tender is accepted in parts.
5. Canvassing in connection with tenders is strictly prohibited and tenders submitted by the contractors who resort to canvassing will be liable to rejection.
6. An item rate tender containing percentage below /above will be summarily rejected. However, when a tenderer voluntarily offers a rebate for payment within a stipulated period, this may be considered.
7. On acceptance of the tender, the name of the accredited representative(s) of the Contractor who would be responsible for taking instructions from the Employer / Consultant shall be communicated to the Employer / Consultant.
8. GST or any other tax on materials or on finished work in respect of this contract whether in vogue or likely to be imposed in future, shall be payable by the Contractor. The Employer will not entertain any claim whatsoever in this respect at any time. Rates should include all these taxes.
9. No employee of the Employer is allowed to work as a Contractor for a period of two years of his retirement from Employer services, without the previous permission of the Employer. This contract is liable to be cancelled if either the Contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Employer /Consultant as aforesaid before submission of the tender or engagement in the Contractor's service.
10. The tender for work shall remain open for acceptance for a period of **6 months** from the date of opening tenders. If any tenderer withdraws his tender before the said period, then the employer shall be at liberty to forfeit the earnest money paid along with the tender.
11. The tender for the work shall not be witnessed by a contractor or contractors who himself /themselves has / have tendered or who may and had/have tendered for the same work. Failure to observe this condition would render tenders of the contractors tendering as well as witnessing the tender liable to summary rejection.
12. It will be obligatory on the part of the tenderer to tender and sign the tender in all pages documents.
13. The Earnest money deposit of the contractor whose tender is accepted shall be forfeited in full in case he does not start the work by the stipulated date mentioned in the letter of award.

14. The Earnest money deposit of unsuccessful bidders will be refunded to them WITHOUT ANY INTEREST within **14 days** from the date of award of work to the successful bidder.
15. A certificate of completion shall accompany the final bill from the consultant. Payment of final bill shall be made after deduction of retention money as specified which sum will be refunded in the manner as stated conditions. In acceptance of payments of the final bill by the contractor would indicate that he will have no further claim in respect of the work executed.
16. **CLEARING SITE ON COMPLETION**
On completion of the work the contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary work of every kind and leave the whole of the site and the work clean and in workmen like conditions to the satisfaction of the employer /consultant.
17. **TERMS OF PAYMENT**
a) 50% may be claimed in the form running bill, against the 75 % value of work executed.
b) 40% may be released after entire work is completed and handed over to the satisfaction to the SHCIL / consultant and certification of the consultant.
c) 10% to be released after the defect liability period of 12 months, without any interest.
18. **IDLE LABOUR**
Whatever the reasons may be no claim for idle labour, additional establishment cost of hire and labour charges of tools and plants would be entertained under any circumstances.
19. **LIQUIDATED DAMAGE**
The contract period / completion time is the essence of the contract and in case the contractor fails to complete the entire work within the stipulated completion time, the clause of 'Liquidated Damage' shall be imposed at the rate of One percent (1%) per week or part there of the total value of the contract / order till the work is being completed subject to maximum of Ten percent (10%) of the total value of the work. It is agreed that this is a genuine pre-estimate of the loss / damage which will be suffered on account of the delay / breach on your part and this amount shall be payable on demand without their being any proof of the actual loss / damage caused by such delay / breach. In addition to this, the SHCIL will be at liberty to terminate the contract and get the work completed through any other agency at the contractor's risk and cost.
20. **ESCALATION**
No Escalation of price will be permitted.
21. **TERMINATION OF CONTRACT BY EMPLOYER**
If the contractor being a company go into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated insolvent or shall make an assignment or a composition for the benefit of the greater part, in number of amount of his creditors or shall enter into a deed or arrangement with his creditors, or if the Official Assignee in insolvency, or the Receiver of the Contractor in insolvency, shall repudiate the contract or, if a receiver of the contractor's firm appointed by the court shall be unable , within fourteen 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 if so required by the Employer to give reasonable security there for, or if the Contractor shall suffer execution to be issued, or shall suffer any payment under

this contract to be attached by or on behalf of and of the creditors of the Contractor, or shall assign, charge or encumber this contract or any payments due or which may become due to the contractor, there under or shall neglect or fail to observe and perform all or any of the acts matters of things by this contract, to be observed and performed by the contractor within three clear days after the notice shall have been given to the contractor observe or perform the same or shall use improper materials or workmanship in carrying on the work or shall in the opinion of the employer not exercise such due diligence and make such due progress as would enable the work to be completed within due time agreed upon and shall fail to proceed to the satisfaction of the employer after three clear day's notice requiring the contractor so to do shall have been given to the contractor as hereinafter mentioned or shall abandon the contract, then and in any of the said cases, the employer may not withstanding previous waiver determine the contract by the notice in writing to the effect as hereinafter mentioned but without thereby affecting the powers of the employer of the obligations and liabilities of the contractor the whole of which shall continue in force as fully as if the contract had not been so determined as if the work subsequently executed had been executed by or on behalf of the contractor.

IF THE CONTRACT HAS BEEN TERMINATED, THE EMPLOYER RESERVES THE RIGHT TO RECTIFY THE ITEMS AND COMPLETE THE JOB IN THE RISK AND COST OF THE TERMINATED VENDOR BY ANY OTHER APPROVED VENDOR(S).

SECTION – IV

GENERAL CONDITIONS OF CONTRACT

Except where provided for in the description of the individual items in the schedule of quantities and in the specifications and conditions laid down hereinafter and in the Drawings, the work shall be carried out as per standard specifications and under the direction of Owner /Architects.

1. INTERPRETATION

In construing these conditions, the specifications, the schedule of quantities, tender and agreement, the following word shall have the meaning herein assigned to them except where the subject to context otherwise requires:

i) Owner / Employer : The term Owner/Employer shall denote STOCK HOLDING CORPORATION OF INDIA LTD. or any of its employees representative authorized on their behalf.

ii) Architect/Consultant : The term Architect/ Consultant shall mean 'Sudip Sur & Associates', having office at 14/2, Kali Kumar Mukherjee Lane, Shibpur, Howrah -711 102, or in the event of his/their ceasing to be the Architects for the purpose of this contract such other person/s the owner shall nominate for the purpose.

iii) Contractor : The term contractor shall mean the individual or company whether incorporated or not, undertaking the Internal Renovation Work Kolkata Regional Office at Kolkata for SHCIL and shall include legal representative of such firm or company as may be and permitted assign of such individual of firm or company and successors.

iv) Site : The site shall mean the site where the works are to be executed as shown within boundary in red border on the site plan including any building and erections thereon allotted by the owner for the contractor's use.

v) Site Engineer / PMC : The site Engineer/ PMC shall be appointed by the owner. The owner may also determine the number of site Engineer and the supporting staff at site office to assist them and also whether the Site Engineer shall be temporary or permanent. Wherever PMC is engaged, Site Engineer, if any, will work in close condition with PMC.

vi) Drawings : The work is to be carried out in accordance with drawings, specifications, the schedule of quantities and any further Drawings which may be given by the employer during execution of the work. A set of drawings is provided with the tender to give the general idea about the total construction.

All drawings relating work given to the contractor together with a copy of schedule of quantities are to be kept at site and the Owner/Architects shall be given access to such drawings or schedule of quantities whenever necessary.

In case any detailed drawings are necessary contractor shall prepare such detailed drawings and / or dimensional sketches therefore and have it confirmed by the Owner/Architects prior to taking up such work.

The contractor shall ask in writing for all clarifications on matters occurring anywhere in drawings, specification and schedule of quantities or to additional instructions at least 10 days ahead from the time it is required for implementation so that the owner may be able to give decision thereon

vii) The “work” shall mean the work or works to be executed or done under this contract.

viii) “Act of Insolvency” shall mean any act as such as defined by the Presidency Towns Insolvency Act or in provincial Insolvency Act or any amending statutes.

ix) “The schedule of Quantities” shall mean the schedule of quantities as specified and forming part of this contract.

x) “Priced schedule of Quantities” shall mean the schedule of quantities duly priced with the accepted quoted rates of the contractor.

xi) “Notice in writing” or “written notice” shall mean a notice written, typed or in printed characters sent (unless delivered personally or otherwise proved to have been received) by registered office address and shall be deemed to have been received when in the ordinary course of post it would have been delivered.

2. SCOPE

The work consists of Internal Renovation Work at SHCIL, Regional office at Kolkata in accordance with the “drawings” and/ or “schedule of quantities”. The civil works are within the scope of this tender. It includes furnishing all material, labour, tools and equipment and management necessary for the incidental to the construction and completion of the work. All work, during its progress and upon completion, shall conform to the lines, elevations and grades as shown on the drawings furnished by the owner/architects. should any detail essential for efficient completion of the work be omitted from the drawings and specifications it shall be the responsibility of the contractor to inform the Owner/Architects and to furnish and install such detail with work the same will be acceptable and ready for use.

Owner/Architects may in their absolute discretion issue further drawings and/or written instructions, details, directions and explanations, which are, hereafter collectively referred to as “the owner/ architects instructions in regard to :

a) The variation or modification of the design quality or quantity of works or the addition or omission or substitution of any work.

b) Any discrepancy in the drawings or between the schedule of quantities and/or specification.

- c) The removal from the site of any defective material brought thereon by the contractor and the substitution of any other material thereof.
- d) The demolition removal and /or re-execution of any work executed by the contractor/s.
- e) The dismissal from the work of any person employed thereupon.
- f) The opening up for inspection of any work covered up.
- g) The rectification and making good of any defects under clauses hereinafter mentioned and those arising during the maintenance period (retention period).

The contractor shall forthwith comply with and duly execute any work comprised in such Owner's/Architects instructions, provided always that verbal instructions, directions and explanations given to the contractor's or his representative upon the work by the owner /Architects shall involving a variation be confirmed in writing to the contractor's within seven days. No works for which rates are not specifically mentioned in the priced schedule of quantities shall be taken up without written permission of the Owner / Architects. Rates of items not mentioned in the priced schedule of quantities shall be fixed by the owner in construction with the Architects as provided in clause "variation".

Regarding all factory made products for which ISI marked products available, only products bearing ISI marking shall be used in the work. Other products should be supplied as per the brand name mentioned in the Technical Specifications.

3. DETAILED DRAWINGS AND INSTRUCTIONS

The Owner through its Architects shall furnish with reasonable promptness additional instructions by means of drawings or otherwise necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the Contract Documents, true developments thereof, and reasonably inferable there from.

The work shall be executed in conformity therewith and the contractor shall not work without proper drawings and instructions. Immediately after receipt of the work order of the contract the contractor shall prepare a progress schedule and submit the same to the Owner through the Architects for approval which shall indicates the dates for the starting and completion of the various stages of constructions.

4. COPIES FURNISHED

The contractor on the signing hereof shall be furnished by the Owner through its Architect free of charge with a copy of the priced schedule of quantities/rates, two copies of each of the said drawings and one copy of specifications and two copies of all further drawings issued during the progress of the work. Any further copies of such drawings required by the contractor shall be supplied on payment of the charges thereof by the contractor.

5. OWNERSHIP OF DRAWING

All drawings, specification and copies thereof furnished by the Owner through its Architects are the property of the owner. They are not to be used on other work, and with the exception of the singed contract set, are to be returned to the Owner on request at the completion of the work.

6. ROYALTIES & PATENTS

The contract shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the owner harmless from loss on account thereof.

7. INSPECTION OF WORK

The proposed work covered under this tender during its progress can also be inspected by the chief Technical Examiner/Technical Examiner or by an officer of the vigilance cell of the authority on behalf of the Owner/Architects.

8. SUPERINTENDENCE SPERVISION

The contractor shall give all necessary personal superintendence during the execution of the work and this obligation and liability will continue until expiration of the 'Maintenance period' (Retention period). The contractor shall also during the whole time of work when in progress employ a competent representative who shall be constantly in attention at the site while his mean are at work. Any directions, explanations, instructions or notices given by the Owner or the Architects to such representative shall be deemed to have been given and duly served on the contractor.

9. FAILURE BY CONTRACTORS TO COMPLY WITH OWNER'S/ ARCHITECT'S INSTRUCTIONS

If the contractor after receipt of written notice from the owner and/or the Architects requiring compliance within ten days fails to comply with such further drawings and/ or Owner's/Architect's instructions, the owner through the Architect or other person, may employ other person to execute any such work whatsoever that may be necessary to give effect thereto and pay all cost incurred in connection therewith and same shall be recoverable from the contractor by the Owner on the certificate of the Architect as a debt or shall have right to deduct same from any money due or to become due to the contractor.

10. TENDERER SHALL VISIT THE SITE

Intending tenderer shall visit the site and make himself thoroughly acquainted with the local site condition, nature and requirements of the works, facilities of transport condition, effective labour and materials, access and storage for materials and removal of rubbish. The tenderer shall provide in their tender for cost of carriage, freight and other charges as also for any special difficulties and including police restriction for transport etc for proper execution of work as indicated in the drawings. The successful tenderer will not be entitled on to any claim of compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of the work or which in the opinion of the Owner/Architects might de deemed to have reasonably been inferred to be so existing before commencement of work.

11. TENDERS

The entire set of tender paper issued to the tenderer should be submitted fully priced and also signed on the last page together with initials on every page. Initial/signature will indicate the acceptance of the tender papers by the tenderer.

The schedule of quantities shall be filled in as follows :

- i) The 'rate' column to be legibly filled in ink in both English figures and English words.
- ii) Amount column to be filled in for each item and the amount for each sub head as detailed in the "Schedule of Quantities".
- iii) All corrections are to be initialed.
- iv) The "Rate column" for alternative items shall be filled up.
- v) The "Amount" column for alternative items of which the quantities are not mentioned shall not be filled up.
- vi) In case of any errors/omissions in the quote rates, the rates given in the tender marked "original" shall be taken as correct rates.
- vii) When there is difference between the rates in figures and in words the rate which correspond to the amounts worked out by the contractor shall be taken as correct.
- viii) If, the tenderer omits to fill up 'rate' & ' amount' column against any item & that reflects in the final amount, The SHCIL will be at liberty to cancel that bid.

No modifications, writing or corrections can be made in the tender papers by the tenderer, but may at his option offer his comments or modifications in a separate sheet of paper attached to the original tender papers.

The Owner reserves the right to reject the lowest or any tender and also to discharge any or all the tenders for each section or to split up and distribute any item of work to any specialist firm or firms, without assigning any reason.

The tenderers should note that the tender is strictly on the item rate basis and their attention is drawn to the fact that the rates for each and every item should be correct, workable and self-supporting. If called upon by the Owner /Architects detailed analysis of any or shall the rates shall be submitted. Owner/Architects shall not be bound to recognize the contractor's analysis.

The work will be paid for as "measured work" on the basis of actual work done.

All items of work described in the schedule of quantities are to be deemed and paid as complete works in all respect and details including preparatory and finishing work involved, directly, related to personably detectable from the drawings, specifications and schedule of quantities and no further extra charges will be allowed in this connection. In the case of lump-sum charges in the tender in respect of any item of works, the payment of such items of work will be made for the actual work done on the basis of lump-sum charges as will be assessed to be payable by the Owner/Architects.

The owner has power to add to omit from any work as shown in drawings or described in specifications or included in schedule of quantities and intimate the same in writing but no

addition, omission or variation shall be made by the contractor without authorization from the Owner. No variation shall vitiate the contract.

The tenderer shall note that his tender shall remain open for consideration for a period of 120 days from the date of opening of the tender.

12. SHCEDULE FOR COMMENCEMENT OF WORK

The contractor shall submit a time and progress chart in a form approved by the owner through its Architects within fifteen days from the date of issue of work order or the date on which the contractor is instructed to take possession of the site, whichever is later.

During the period of Construction, the contractors shall maintain proportionate progress on the basis of the Programme Chart submitted by the Contractor immediately before the commencement of the work and agreed by the Employer/Consultants. This Programme chart shall clearly indicate the completion of project. The contractors shall also include planning for procurement of scarce material well in advance and reflect the same in the Programme chart so that there is no delay in the completion of the project. The Programme Chart shall have to be updated at regular intervals and modified programme shall be submitted to the Architects/Owner for approval.

13. CO-OPERATION

The contractor will be required to consult and co-operation with other contractors whose work may be affected by the work under this contract.

14. TREASURE TROVE ETC.

Any treasure trove, coin or object antique which may be found on the site shall be the property of the Owner and shall be handed over to the Owner.

15. PERMITS AND LICENSES

Permits and licenses for release of materials which are under Government control will be arranged by the contractor. The owner will render necessary assistance, sign any forms or applications that may be necessary.

16. GOVERNMENT AND LOCAL RULES

The contractor shall conform to the provisions of all local Bye-laws and Acts relating to the work and to the Regulations etc. of the Government and Local Authorities and of any company with whose system the structure is proposed to be connected. The contractor shall give all notices required by said Act, Rules, Regulations and Bye-laws etc. and pay all fees payable to such authority/authorities for execution of the work involved. The cost, if any, shall be deemed to have been include in his quoted rates, taking into account all liabilities for license, fees for footpath encroachment and restorations etc. and shall indemnify the owner against such liabilities and shall defend all actions arising from such claims & liabilities.

17. TAXES AND DUTIES

The tenderers must include in their tender prices quoted for all duties, royalties, cess or any other taxes or local charges if applicable. The rates shall exclude prevailing GST on work contract as per GOI norms.

18. POSSESSION PRIOR TO COMPLETION

The owner shall have the right to take possession of or use any completed or partially completed part of the work. Such possession or use shall not be an acceptance of any work not completed in accordance with the contract Agreement.

19. EXCEPTED MATTERS

If the dispute or differences pertain to the undernoted matters the decision in writing of the officer designated in and signing the contract documents shall be final, conclusive and binding on the parties.

- i) Instructions.
- ii) Transactions with Local Authorities.
- iii) Proof of quality of materials.
- iv) Assigning or under relating of the contract.
- v) Certificate as to the causes of delay on the part of the contractor and justifying extension of time.
- vi) Rectifying of defects pointed out during the Defects Liability period.
- vii) Notice to the contractor to the effect that he is not proceeding with due diligence.
- viii) Certificate that the contractor has abandoned the contract.
- ix) Notice of determination of the contract by the Employer.

20. QUANTITY OF WORK TO BE EXECUTED

The quantities shown in the schedule of quantities are intended to cover the entire new structure indicated in the drawings but the owner reserves the right to execute only a part or the whole or any excess thereof without assigning any reason therefore. However, if during execution any excess work to be executed, that to be supported by additional order.

21. OTHER PERSON ENGAGED BY THE OWNER

The owner reserves the right to execute any part of the work included in this contract by other Agency or person and contractor shall allow all reasonable facilities and use of his scaffolding for the execution of such work. The main contractor shall extend all co-operation in this regard.

22. EARNEST MONEY AND SECURITY DEPOSIT

The tenderer will have to deposit an amount of Rs. 60,000.00 in the form of Demand Draft/Pay Order /Banker's Cheque drawn in favour of 'STOCK HOLDING CORPORATION OF INDIA LTD' at the time of submission of tender as an Earnest Money. The owner is not liable to pay any interest on the Earnest Money. The Earnest Money of the unsuccessful tenderers will be refunded without any interest soon after the decision to award the work is taken or after the expiry of the validity period of the tender.

The successful tenderer to whom the contract is awarded will have to deposit as "initial security deposit" (ISD) a further sum to make up 2% of the value of the accepted tender

including the Earnest Money. ISD may be submitted in the form of Demand Draft/Pay Order. The initial Security Deposit will have to be made within 7 days from the date of acceptance of tender, failing which the owner at his discretion may revoke the letter of acceptance and forfeit the Earnest Money deposit furnished along with the tender.

Once the Contractor has completed the total work, the Contractor should remove his materials, equipment, labour force, temporary sheds, stores etc. from the site, then only virtual completion certificate shall be issued by the Architect/Owner.

Retention money will be deducted from interim bills @ 10% minus (-) ISD of the final bill value. 100% of the retention amount shall be refunded within 14 (fourteen) days after the end of defects liability period provided he has satisfactorily carried out all the work and attended to all defects in accordance with the conditions of the contract. However, the retention money will not be refunded to the contractor even after completion of defect liability period, in case observation of Chief Technical Examiner of C.V.C. is not cleared. No interest is payable on retention money. Further if some dues to the owner from the contractor(s) have still to be recovered the owner reserves the right to withhold payment of so much of the retention money as in his opinion represents the cost of the same.

22A. ADDITIONAL PERFORMANCE SECURITY :

APS shall be deposited by the Tenderer when the bid amount is seriously unbalanced, i.e. less than the accepted estimated cost by more than 10%. In such an event, the bidder will have to deposit the Additional Performance Security to the extent of the differential cost of the bid amount and 90% of the estimated cost. [APS = 90% of the estimated cost – bid amount]. Additional Performance Security amount will be released after completion of work upon certification from Architect / Consultant. APS in the shape of Demand Draft or Pay Order or Bank Guarantee from a Nationalized or Foreign Bank will be acceptable to the employer. Failure to complete work as per agreement Additional Performance Security would be forfeited and no claim in this regard will be entertained by SHCIL. APS will not bear any interest whatsoever.

23. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

The contractor shall provide everything necessary for the proper execution of the work according to the intent and meaning of the drawings, schedule of quantities and specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from and if the contractor finds any discrepancies therein he shall immediately and in writing, refer the same to the Owner/Architects whose decision shall be final and binding. The contractor shall provide himself for ground and fresh water for carrying out of the work at his own cost. The owner shall on no account be responsible for the expenses incurred by the contractor for hired ground or fresh water obtained from elsewhere.

The rates quoted against individual items will be inclusive of everything necessary to complete the said items of work within the contemplation of the contract, and beyond the unit price no extra payment will be allowed for incidental or contingent work, labour and/or materials inclusive of all taxes and duties whatsoever except for specific items, if any, stipulated in the tender documents.

The contractor shall supply, fix and maintain at his own cost, for the execution of any work, all tools tackles, machineries and equipment and all the necessary centering scaffolding, staging, planking, timbering, strutting, showing, pumping, fencing, boarding, watching and lighting by night as well as by day required not only for the proper execution and protection of the said work but also for the protection of the public and safety of any adjacent roads, streets, walls, house, buildings, strutting, shoring etc as occasion shall be required or when ordered so to do and shall fully reinstate and make good all matters and things disturbed during the execution of works to the satisfaction of the Owner/Architects.

The contractor shall also provide such temporary road on the site as may be necessary for the proper performance of the contract and for his own convenience but not otherwise. Upon completion, such roads shall be broken up and leveled where so required by the drawings unless the owner shall otherwise direct.

The contractor shall at all times give access to workers employed by the owner or any men employed on the building and to provide such parties with proper sufficient and if required, special scaffolding, hoists and ladders and provide them with water and lighting and leave or make any holes, grooves etc in any work, where directed by the owner as may be required to enable such workmen to lay or fix pipes, electrical wiring, special fittings etc. the quoted rates of the tenderers shall accordingly include all these above mentioned contingent works.

24. TIME OF COMPLETION, EXTENSION OF TIME & PROGRESS CHART

24.1 Time of completion: The entire work is to be completed in all respects within the stipulated period. The work shall deemed to be commenced within fourteen days from the date of acceptance letter or date of handing over of site, whichever is earlier. Time is the essence of the contract and shall be strictly observed by the contractor. The work shall not be considered as complete until the Owner/Architects have certified in writing that this has been completed and the Defects Liability Period shall commence from the date of such certificate.

24.2 Extension of Time: If in the opinion of the Owner/Architects the works be delayed (a) by reason of any exceptionally inclement weather, or (b) by reason of instructions from the owner in consequence of proceedings taken or threatened by or disputes, with adjoining or neighboring owners or (c) by the works, or delay of other contractors or tradesmen engaged or nominated by the owner and not referred to in the specification or (d) by reason of authorized extra and additions or (e) by reason of any combination of workmen or strikes or lock-out affecting any of the building or trades or (f) from other causes which the owner may consider are beyond the control of the contractor, the owner at the completion of the time allowed for the contract shall make fair and reasonable extension of time for completion in the respect therefore. In the event of the owner failing to give possession of the site upon the day specified above the time of completion shall be extended suitably.

In case of such strikes or lockouts, as are referred to above, the contractor shall, immediately give the owner, written notice thereof. Nevertheless, the contractor shall use his best endeavors to prevent delay and shall do all that may be reasonably required, to the satisfaction of the owner to proceed with the works and on his doing so that it will be ground of consideration by the owner for an extension of time as above provided. The decision of the owner and to the period to be allowed for an extension of time for completion hereunder (which decision shall be final and binding on the contractor) shall be promulgated at the

conclusion of such strike or lock-out and the owner shall then, in the event of an extension being granted, determine and declare the final completion date. The provision in clause 61 with respect to payment of liquidated damages shall, in such case, be read and construed as if the extended date fixed by the owner were substituted for and the damage shall be deducted accordingly.

24.3 Progress of work: During the period of construction the contractor shall maintain proportionate progress on the basis of a programme chart submitted by the contractor immediately before commencement of work and agreed to by the Owner/Architects. Contractor should also include planning for procurement of scarce material well in advance and reflect the same in the programme chart so that there is no delay in completion of the project.

25. TOOLS, STORAGE OF MATERIALS, PROTECTIVE WORKS AND SITE OFFICE REQUIRMENTS

The contractor shall provide, fix up and maintain in an approved position proper office accommodation for the contractor's representative and staff which offices shall be open at all reasonable hours to receive instruction notices or communications and clear away on completion of the work and make good all work disturbed.

All drawings maintained on the site are to be carefully mounted on boards of appropriate size and covered with a coat of approved varnish. They are to be protected from ravages of termites, ants, and other insects.

The contractor shall provide at his own cost all artificial light required for the work and to enable other contractor and sub-contractors to complete the work within the specified time.

The contractor shall provide a suitable temporary hut for the watchmen and clear away the same when no longer required and to provide all necessary attendance, lights etc required.

The contractor shall arrange for temporary latrines for the use of workers and filed staff and keep the same in a clean and sanitary condition to the satisfaction of the public health authorities and shall cause such latrines and soil to be cleared away whenever necessary and shall make good all the works disturbed by these convenience.

Every precaution shall be taken by the contractor to prevent the breeding of mosquitoes on the work during the construction, and all receptacles, cistern, water tanks etc used for the storage of water must be suitably protected against breeding of mosquitoes. The contractor shall indemnify the owner against any breach of rules in respect of anti-malarial measures.

The contractor shall not fix or place any placards or advertisement of any description or permit the same to be fixed or placed or upon any boarding gantry, building structure other than those approved by the owner.

Protective Measures: The contractor from time to time of being placed in possession of the site must make suitable arrangements for watching, lighting and protecting the work, the site and surrounding property by day, by night, on Sundays and other holidays.

Contractor shall indemnify the owner against any possible damage to the building, roads, or members of the public in course of execution of the work.

The contractor shall provide necessary temporary enclosures, gates, entrances etc for the protection of the work and materials and for altering and adopting the same as may be required and removing on completion of the works and making good all works disturbed.

Storage of Materials: The contractor shall provide and maintain proper sheds for the proper storage and adequate protection of materials etc. and other work that may be executed on the site including the tools and materials of nominated sub-contractors and remove same on completion.

Tools: Theodolite, levels, prismatic compass, chain, steel and metallic tapes and all other surveying instruments found necessary on the works shall be provided by the contractor for the due performance of this contract as instructed by the site Engineer.

All measuring tapes shall be of steel and suitable scaffolding and ladders that may be required for safely taking measurement and shall be supplied by the contractor.

The mistries and the supervisors on the works shall carry with them always a three metre steel tape, a measuring tape of 30 metres, a spirit level, a plumb bob and a square and shall check the work to see that the work is being done according to the drawing and specifications. The site engineer will use any or all measuring instruments or tools belonging to the contractors as he chooses for checking the works executed or being executed on the contract.

The contractor should over in his rates for making provisions for all reasonable facilities for the use of his scaffolding, tools and plant etc. by nominated sub-contractors for their work.

26. NOTICE AND PATENTS OF APPROPRIATE AUTHORITY AND OWNER

The contractor shall conform to the provisions of any Acts of the Legislature relating to the work, and to the Regulations and Bye-laws of any authorities, and/or any water, lighting and other companies, and/or authorities with whose system the structures were proposed to have connection and shall before making any variation from the drawings or specification that may be associated to so conform, give the Owner/Architects written notices specifying the variations proposed to be made and the reason for making them and apply for instruction thereon. The Owner/Architects on receipt of such intimation, shall give a decision within a reasonable time.

The contractor/s shall arrange to give all notices required for by the said Acts, Regulations or Bye-laws to given to any authority and to pay to such authority or to any public officer all fees that may be properly chargeable in respect of the work and lodge the receipts with the owner.

The contractor shall indemnify the owner against all claims in respect of patent rights, royalties, damages to buildings, roads or members of public in course of execution of work and shall defend all actions arising from such claims and shall keep the

Owner saved harmless and indemnified all respects from such actions, costs and expenses.

27. CLEARING SITE AND SETTING OUT WORKS

The site shown on the plan shall be cleared of all obstructions, loose stone, and materials rubbish of all kinds. All holes or hollows whether originally existing or produced by removal or

loose stone or materials shall be carefully filled up with earth well rammed and leveled off as directed at his own cost.

The contractor shall set out the works and shall be responsible for the true and perfect setting out of the work and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time, any error shall appear during the progress of any part of the work irrespective of the fact that the layout had been approved by the Owner /Architects, the contractor shall at his own expenses rectify such error, if called upon to the satisfaction of the owner. The contractor shall further set out the works to the alternative positions at the site until one is finally approved and the rates quoted in his tender should include for this and no extra on this account will be entertained.

28. CONTRACTOR IMMEDIATELY TO REMOVE ALL OFFENSIVE MATTERS

All soil, filth or other matters of any offensive nature taken out of any trench, sewer, drain, cesspool or other place shall not be deposited on the surface but shall be at once carted away by the contractor to place provided by him. The contractor shall keep the foundations and work free from water and shall provide and maintain at his own expenses electrically or other power driven pumps and other plants to the satisfaction of the owner for the purpose, until the building is handed over to the owner. The contractor shall arrange for the disposal of the water so accumulated to the satisfaction of the owner and local authority and no claims will be entertained afterwards if he does not include in his rates for the purpose.

29. ACCESS

Any authorized representative of the owner shall at all reasonable times have free access to the work and/or to the workshops, factories or other places where materials are being prepared or constructed for the work and also to any place where the materials are lying or from where they are being obtained, and the contractor shall give every facility to the owner or their representative necessary for inspection and examination and the owner no person shall be allowed at any time without the written permission of the owner.

30. MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS

All the works specified and provided for in the specifications or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and most workman like manner with materials of the best and approved quality of the respective kinds in accordance with the particulars contained in and implied by the specifications and as represented by the drawings or according to such other additional particulars, and instructions as may from time to time be given by the Owner /Architects during the execution of the work, and to his entire satisfactions.

If required by the owner/Architects the contractor shall have to carry out tests on materials and workmanship in approved materials testing laboratories or as prescribed by the Owner/Architects at his own cost to prove that the materials etc , under test conform to the relevant I.S.I. standards or as specified in the specifications. The necessary charges for preparation of mould (in case of concrete cube) transporting, testing etc, shall have to be borne by the contractor. No extra payment on this account should in any case be entertained.

All the materials (except where otherwise described) stores and equipment required for the full performance of the work under the contract must be provided through normal channels and must include charge for import duties, sales tax, octroi and other charges and must be the best of their kind available and the contractor/s must be entirely responsible for the proper and efficient carrying out of the work. The work must be done in the best working manner. Samples of all material to be used must be submitted with written approval from Owner/Architects must be obtained prior to placement of order.

During the inclement weather the contractor shall suspend concreting and plastering for such time as the Owner/Architects may direct and shall protect from injury all work when in course of execution. Any damage (during constructions) to any part of the work for any reason due to rain, storm, or neglect of contractor shall be rectified by the contractor in an approved manner at no extra cost.

Should the work be suspended by reason of rain, strike, lock-outs or any other cause, the contractor shall take all precautions necessary for the protection of work and at his own expenses shall make good any damage arising from any of these causes.

The contractor shall cover up and protect from damage, from any cause, all new work and supply all temporary/doors, protection to windows, and any other requisite protection for the execution of the work whether by himself or special tradesmen or nominated sub-contractor and any damage caused must be made good by the contractor at his own expenses.

31. REMOVAL OF IMPROPER WORK

The owner shall during the progress of the work have power to order in writing from time to time the removal from the work within such reasonable time or time as may be specified in the order of any materials which in the opinion of the owner architects are not in accordance with specification or instructions, the substitution or proper re-execution of any work executed with materials or workmanships not in accordance with the drawings and specifications or instructions. In case the contractor refuses to comply with the order the owner shall have the power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental thereto as certified by the Owner/Architects shall be borne by the contractor or may be deducted from any money due to or that may become due to the contractor. No certificate which may be given by the Architects shall relieve the contractor from his liability in respect of unsound work or bad materials.

32. SITE ENGINEER / PMC

The term "site engineer/PMC" shall mean the person /agency appointed and paid by the owner to superintend the work. The contractor shall afford the Site Engineer/PMC every facility and assistance for examining the works and materials and for checking and measuring work and materials. The Site Engineer/PMC shall have no power to revoke, alter, enlarge or relax any requirements of the contractor or to sanction any day work, except in so far as such authority may be specially conferred by a written order of the owner.

The Site Engineer /PMC shall have power to give notice to the contractor or his foreman, of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discounted until the decision of the owner is obtained. The work will from time to time be examined by the Architects, Engineer from the premises department of the

owner and the site engineer. But such examination shall not in any way exonerate the contractor from the obligation to remedy any defects which may be found to exist at any stage of the work or after the same is complete. Subject to the limitations of this clause the contractor shall take instructions only from the Architects /Owner.

33. OFFICE ACCOMMODATION FOR THE SITE ENGINEER / PMC

The contractor shall provide, erect, and maintain at his cost a separate simple watertight office accommodation for the Site Engineer/PMC. This accommodation shall be well lighted and ventilated and provided with windows, door with a lock. The Site Engineer's /PMC's office shall be a minimum of 150sq.ft and the contractor shall provide a desk, chairs, drawers for keeping drawings, a cupboard having proper lock, telephone connection, electric fan and a tack board for displaying drawings electricity charges for light fan etc. and telephone bills will be borne by the contractor. The accommodation shall be demolished when directed.

34. CONTRACTOR'S EMPLOYEES

The contractor shall employ technically qualified and competent supervisors for the work who shall be available (by turn) throughout the working hours to receive and comply with instructions of the Owner /Architects. The contractor shall engage at least one experienced Engineer as Site In-charge for execution of the work. The contractor shall employ in connection with the work persons having the appropriate skill or ability to perform their job efficiently.

The contractor shall employ local laborers on the work as far as possible.

No laborer below the age of sixteen years and who is not an Indian National shall be employed on the work.

Any laborer supplied by the contractor to be engaged on the work on day-work basis either wholly or partly under the direct order or control of the owner or his representative shall be deemed to be a person employed by contractor.

The contractor shall comply with the provision of all labour legislation including the requirements of :

- a) The payment of wages act
- b) Owner's liability act
- c) Workmen's compensation act
- d) Contract labour (regulation & abolition) act, 1970 and Central Rules 1971.
- e) Apprentices act 1961.
- f) Any other Act or enactment relating there to and rules framed thereunder from time to time.

The contractor shall keep the owner saved harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the owner in connection with any claims that may be made by any workmen.

The contractor shall comply at his own cost with the order of requirement of any Health Officer of the state or any local authority or of the owner regarding the maintenance of proper environmental sanitation of the area where the contractor's labourers are housed or accommodated for the prevention of small pox, cholera, plague, typhoid, malaria and other contagious diseases. The contractor shall provide, maintain and keep in good sanitary condition adequate sanitary accommodation and provide facilities for pure drinking water at all time for the use of men engaged on the works and shall remove and clear away the same on completion of the works. Adequate precautions shall be taken by the contractor to prevent nuisance of any kind on the works or the lands adjoining the same.

The contractor shall arrange to provide first-aid treatment to the labourers engaged on the works. He shall within 24 hours of the occurrence of any accident at or about the site or in connection with execution of the authority where such report is required by law.

35. DISMISSAL OF WORKMEN

The contractor shall on the request of the owner immediately dismiss from works any person employed thereon by who may in the opinion of the owner be unsuitable or incompetent or who may misconduct himself. Such discharges shall not be the basis of any claim for compensation or damages against the owner o any of their officer or employee.

36. ASSIGNMENT

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 underlet the contractor or any part, share or interest therein nor, shall take a new partner, without written consent of the owner and no subletting shall relieve the contractor from the full and entire responsibility of the contract or from active superintendence of the work during their progress.

All specialists, Merchants, Tradesmen and others executing any work or supply and fixing any goods for which prime cost prices or provisional sums are included in the schedule of quantities /rates and/or specifications who may be nominated or selected by the owner are hereby declared to be sub-contractors employed by the contractor and are herein referred to as nominated sub-contractors.

No nominated sub-contractors shall be employed on or in connection with the works against whom the owner shall make reasonable objection or save where the owner and contractor shall otherwise agree who will no enter into a contract provided.

- a) That the nominated sub-contractor shall indemnify the contractor against the same obligations in respect of the sub contract as the contractor is under 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 plants the property of the contractor or under any workmen's compensation act in force.

c) Payment shall be made to the nominated sub-contractor by the contractor within fourteen days of his receipt of the Architect's certificate provided that before any certificate is issued the contractor shall upon request furnish to the Architects proof that all nominated sub-contractor's accounts include in previous certification have been duly discharged, in default where of the owner may pay the same upon a certificate of the Architect and deduct the amount thereof from any sums due to the contractor. The exercise of this power shall not create privacy of contract between the owner and the sub-contractor.

37. DAMAGE TO PERSONS AND PROPERTY INSURANCE ETC

The contractor shall be responsible for all injury due to the work or workmen to persons, animals or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself of any sub-contractor or of any of his or a sub-contractor's employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. The clause shall be held to include inter-alia, any damages buildings whether immediately adjacent or otherwise, and any damage to roads, streets, foot paths or ways as well as damages caused to the buildings and the works forming the subject to this contract by rain, wind or other inclemency of the weather. The contractor shall indemnify the owner and hold harmless in respect of all and any expenses arising from any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of compensation or damages consequent upon such claim.

The contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver the whole of the contract works complete and perfect in every respect and so as make good or otherwise satisfy all claims for damages to the property or third parties.

The contractor shall effect the insurance necessary and indemnify the owner entirely from all responsibility in this respect. The insurance must be placed with a company approved by the owner and must be effected jointly in the name of the contractor and the owner (the name of the latter being placed first in the policy i.e SHCIL A/c _____

Contractor's Name and the policy lodged with the latter. The scope of insurance is to include damage or loss to the contract itself till this is made over in a complete state. Insurance is compulsory and must be effected for the every initial stage. The contractor shall also be responsible for anything which may be or defective carrying out of this contract i.e. the Contractor's All Risk Insurance shall have extension for covering cross liability arising, if any, during execution of work relating to Air Conditioning, Electrification, Erection of Lift etc.

The SHCIL / owner shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any sums due or to become due to the contractor.

38. INSURANCE

Unless otherwise instructed the contractor shall insure the work and keep them insured until the virtual completion of the contract against loss or damage by fire and/or earthquake, flood. The insurance must be placed with a company approved by the owner, in the joint names of the owner and the contractor for such amount and for any further sum if called to do so by the owner, the premium of sum being allowed to the contractor as an authorized extra.

The contractor shall deposit the policy and receipt for premiums paid with the owner within 7 (seven) days from the date of issue of work order unless otherwise instructed. In default of the contractor insuring as provided above, the owner on his behalf may so insure and may deduct the premiums paid from any money due, or which may become due to the contractor. The contractor shall as soon as the claim under the policy is settled or the work reinstated by the Insurance Company should they elect to do so, proceed with due diligence with the completion of the works in the same manner as through the fire has not occurred and in all respects under the conditions of the contract. The contractor in case of rebinding or reinstatement after fire shall be entitled to extension of time for completion as the owner may deem fit.

39. ACCOUNTS RECEIPTS & VOUCHERS

The contractor shall, upon the request of the Owner furnish them with all the invoices, accounts, receipts and other vouchers that they may require in connection with the work under this contract. If the contractor shall use materials less than what he is required under the contract, the value of the difference in the quantity of the materials he was required to use and that he actually used shall be deducted from his dues. The decision of the Owner shall be final and binding on the contractor as to the amount of materials the contractor is required to use for any work under this contract.

40. MEASUREMENT OF WORKS

40.1 The measurements shall be generally recorded by the Site Engineer or by an employee or an agency of the Employer, specially authorized for the purpose, e.g. a project Management Consultant.

40.2 The Site Engineer (or his representative) or PMC wherever PMC is deployed separately for supervision shall take joint measurements (i.e. accompanied by the contractor's authorized representative) of the work as it progress and record them directly in the Measurement Books.

40.3 It shall be ensured that the method of measurement is in accordance with the contract. The precision in measurements shall be as laid down in IS-1200. Any points of disagreement with the contractor pertaining to measurements shall be promptly referred to the decision of the Competent Authority.

40.4 Extra/deviated items, as claimed by the contractor, shall not be recorded in Measurement Book until they are approved by the Competent Authority.

40.5 In case some allegedly extra/deviated item is carried out by the contractor while complying with approved drawings and specifications and the same is to be covered up, the Site Engineer or Project Management Consultant shall check the item and its specification and record its measurements but simultaneously enter up the proviso that their admittance is subject to the approval by the Competent Authority. Both the measurements and the proviso shall be got signed by the contractor.

40.6 The measurement book shall not be handed over to the contractor at any time. The contractor or his representative may be permitted by the Site Engineer or Project Management Consultant to see it in his presence and /or make a (concurrent) copy of his own. The

contractor shall, however, be warned that his copy shall be regarded as an unofficial copy of the SHCIL's Measurement Book. This is the only authorized document in the matter.

40.7 The measurement shall be signed at the end of each session of measurement of the day's work, as the case may be, by both the parties (i.e. Measurer/ Site Engineer and the contractor).

41. CONCEALED WORK

The contractor shall give due notice to the Employer wherever any work is to be buried in the earth concrete or in the bodies of walls or otherwise, becoming inaccessible later on, in order that the work may be inspected and correct dimensions taken before such burial, in default whereof the same shall, at the opinion of the Employer's either opened up for measurement at the contractor's expenses or no payment may be made for such materials, should any dispute or difference arise after the execution of any work as to measurements etc or other matters which cannot be conveniently tested or checked, the notes of the employer shall be accepted as correct and binding on the contractor.

42. PAYMENTS

All bills shall be prepared by the contractor in the form prescribed by the Owner/Architects after the measurements are endorsed as mentioned in Clause No.40 (Measurement of works). Only Two (2) interim bills (Running Account) may be paid subject to execution of minimum 40% & 80% value of work. The Final bill in proper form must be duly accompanied by detailed measurements in support of the quantities of work done and must show deduction for all previous payments, retention money etc.

The Architects shall issue a certificate after due scrutiny of the contractor's bill stating the amount due to the contractor from the owner. The owner will have the discretion to amend the certificate of Architects if considered necessary and the contractor shall be entitled to payment thereof, within the period of honoring certificates named in the these documents.

The amount stated in an interim certificate shall be the total value of work properly executed of assessed value of not perishable material brought to site for permanent incorporation into the work upto the date of the bill less the amount to be retained by the owner as retention money vide Clause 22 of the conditions and less installments previously paid under these conditions provided that they are of a durable/non-fragile nature and that an Indemnify Bond is drawn up with the contractor under which the SHCIL secures a line on the materials and safe guarded against losses due to contractor postponing the execution of the work or to the shortage or misuse of materials and against the expenses entailed, if any, for their proper watch with safe custody. Recoveries of advance so made should not be postponed until whole of the work entrusted to the contractor is completed. This should be made from his bills for works done as the materials are used. The necessary deductions being made wherever the item of work in which they are used and billed for.

The owner will deduct retention money as described in Clause 22 of these conditions. The refund of retention money will be made as specified in the said clause.

If the owner has supplied any materials or goods to the contractor, the cost of any such materials or goods will be progressively deducted from the amount due to the contractor in accordance with the quantities consumed in the work.

All the interim payments shall be regarded payments by the way of advance against the final payment only and no as payments for work actually done and completed and shall not preclude the requiring of bad, unsound, and imperfect or unskilled work to be removed and taken away and reconstructed, or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim, nor shall, it conclude determine or affect in anyway the power of the owner under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work or of the date of certificate of completion furnished by the Site Engineer/ PMC and payment shall be made within four months from the date of receipt of the final bill by the Architects.

43. FINAL PAYMENT

The final bill shall be accompanied by a certificate of completion from the Owner/Architects. Payments of final bill shall be made after deduction of Retention Money as specified in Clause 22 of these conditions, which sum shall be refunded after the completion of the Defects Liability period after receiving the Owner's/Architect's certificate that the contractor has rectified all defects to the satisfaction of the Owner/Architects. The acceptance of payment of the final bill by the contractor would indicate that he will have no further claim in respect of the work executed.

44. VARIATION / DEVIATION

The contractor may when authorized and shall, when directed in writing by the employer and or omit, or vary the works shown in the drawings or described in the specifications include in the priced schedule of quantities. The contractor on his own accord shall make no addition, omission or variation without such authorization or direction. A verbal authorization or direction by the Employer shall when confirmed correctly by the contractor in writing within 8 days shall be deemed to have been given in writing.

The contractor shall send to the Architect/Employer once in every month a statement giving particulars, as full and detailed as possible, of all claims for any additional payment to which the contractor may consider himself entitled and of all extra or additional work ordered by the Employer which he has executed during the preceding month.

No final interim claim for payment for any such work or expenses will be considered which has not been include in such a statement provided always that the architect shall be entitled after taking employer's sanction to authorize payment to be made for any such work or expense, notwithstanding the contractor's failure to comply with this condition, if the contractor has, at the earliest practicable opportunity, notified the architects in writing that he intends to make a claim for such work.

The rates for additional, altered, substituted work shall be arrived at in accordance with the following rules:

i) The net rates of prices in the contract schedule shall determine the valuation of (the rates for) the extra work (items) where such extra work is of similar character and is executed under similar conditions as the work priced therein.

ii) If the rates for the extra, altered or substituted (deviated) work are not provided for (available) in the contract schedule, they shall to the extent possible be derived out of rate given in that schedule for similar or near similar items. For the purpose of such deviation, where necessary and when so directed, the contractor shall furnish detailed analysis for the said similar or near similar items in the contract schedule. For such portions of the analysis, for the extra, altered or substituted (deviated) work for which prices cannot be abstracted from the corresponding analysis of rates for the said similar or near similar items in the contract schedule, market rates substantiated by purchase bills/vouchers dependable printed price schedules of building materials of different types shall be adopted, using factors and constants for quantum of material, labour T&P and sundries from standard analysis of rates adopted by the National Building Organisation, Ministry of Works & Housing, Govt of India in preparation of All India Standard Schedule of Rates 1977 and adding 15% over towards profits and overheads. When called upon to do so the contractor shall submit the required purchase bill/vouchers.

iii) In respect of a contract which incorporates more than one schedule the rate applicable in case

(i) above if not provided for in the schedule pertaining to the work in which the addition, alternation or substitution (deviation) occurs shall be taken as the lowest applicable rate in other schedule. Similarly in case (ii) above if similar or near similar items cannot be found in the schedule pertaining to the work in which the addition, alteration or the other schedule shall be adopted.

iv) In the case of additional, altered or substituted (deviated) work for which rates cannot be reasonably be derived as at (ii) and (iii) above, the rates shall be worked out adopting market prices, substantiated by purchase bill/vouchers, T&P and sundries from standard analysis of rates adopted by the National Building Organisation, Ministry of Works & Housing, Govt. of India in preparation of All India Standard Schedule Rates, 1977 and addition 15% towards profit and overheads. When called upon to do so the contractor shall submit his purchase bills/vouchers to the architects and employer.

v) The tender rates will hold good for any increase and decrease in the tender quantities up to a variation of 25% except in the case of item below plinth level where the variation will be up to 100%. For variation beyond and above limit the rates for the respective items for quantity beyond the limits mentioned above may be worked out on market rates.

vi) The question as to what particular items, being similar or near similar to the additional, altered or substituted (deviated) work in the contract schedule are to be adopted for deviation of rates for the additional, altered for substituted (deviation) work and whether the said rates cannot be derived from similar or near similar items in the contract schedule will be decided by the Employer.

vii) In case (ii) to (iv) the contractor is required to submit his analysis of rates adopting the principles enunciated and the architect, after scrutinizing the analysis and other person

furnished will allow such rates as he considers reasonable after obtaining Employer's sanction.

viii) Where extra work is of such a nature that it cannot be properly measured or valued the contractor shall be allowed day work priced at the net rates stated then in accordance with the minimum local day work rates and wage for the district notified by the concerned authority provided that in either case if required by the architects, vouchers, muster rolls and other documents, required for proper verification of the labour employed and the materials deployed on the said work and the costs thereof be delivered to the architect or his representative on or before the end of the week following that in which the work has been executed.

The question as to whether extra work is of such nature that it cannot be properly measured or valued will be decided by the architects. The margin to be allowed on actual costs to the contractor towards profit and overhead shall be 15%.

45. SUBSTITUTION

Should the contractor desire to substitute any materials and workmanship, he/ they must obtain the approval of the Owner/Architects in writing for any such substitution well in advance. Materials designated in this specifications indefinitely by such term as "Equal" or "other approved" etc. specific approval of the Owner/Architects has been obtained in writing.

46. PREPARATION OF BUILDING WORKS FOR OCCUPATION AND USE ON COMPLETION

The whole of the work will be thoroughly inspected by the contractor and deficiencies and defects put right. On completion of such inspection the contractor shall inform the Employer that he has completed the work and it is ready for inspection. On completion the contractor shall clean all windows and doors including the cleaning and oiling if necessary, of all hardware, inside and outside, all floors, staircases, and every part of the building. He will leave the entire building neat and clean and ready for immediate occupation and to the satisfaction of the owner.

47. CLEARING SITE ON COMPLETION

On completion of the works the contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a workmanlike condition to the satisfaction of the Owner/Architects.

48. DEFECTS AFTER COMPLETION

The contractor shall make good at his own cost and to the satisfaction of the Employer all defects, shrinkage, settlements or other faults which may appear within 12 months after completion of the work. In default the owner may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the owner or may be deducted by the owner, in lieu of such amending and making good by the contractor, deduct from any money due to the contractor a

sum equivalent to the cost of amending such work and in event of the amount retained being insufficient, recover that balance from the contractor from the amount retained under Clause No. 22 together with any expenses the owner may have incurred in connection therewith.

49. ESCALATION

The rate quoted shall be firm throughout the tenure of the contract (including extension of time, if any, granted) and will not be subject to any fluctuation due to increase in cost of materials, labour, sale tax, etc. unless specifically provided in these documents.

50. IDLE LABOUR

Whatever the reason may be, no claim for Idle labour, additional establishment cost of hire and labour charges of tools and plants would be entertained under any circumstances.

51. SUSPENSION

If the contractor except on account of any legal restraint upon the Owner preventing the continuance of the work or, in the opinion of the Owner shall neglect or fail to proceed with due diligence in the performance of his part of the contract or if he shall more than once make default, the Owner shall have the power to give notice in writing to the contractor requiring the work be proceeded within a reasonable manner and with reasonable dispatch, such notice purport to be a notice under this clause.

After such notice shall have been given the contractor shall not be at liberty to remove from the site of the

works or from any ground contiguous thereto any plant or materials to subsist from date of such notice being given until the notice shall have been complied with. If the contractor fail to start the work within 7 (seven) days after such notice has been given to proceed with the work as therein prescribed, the owner may proceed as provided in Clause 52(Termination of Contract by owner).

TERMINATION OF CONTRACT BY EMPLOYER

If the contractor being a company go into liquidation whether voluntary or compulsory or being an individual shall be adjusted insolvent or shall make an assignment or a composition for the benefit of the greater part, in number of amount of his creditors or shall enter into a Deed or agreement with his creditors, or if the official Assignee in insolvency, or the Receiver of the contractor in insolvency, shall repudiate the contract, or if a Receiver of the contractor's firm appointed by the court shall be unable within fourteen 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 if so required by the employer to give reasonable security therefore, or if the contractor shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of and of the creditors of the contractor, or shall assign, charge or encumber this contract or any payments due or which may become due to the contractor, there under, or shall neglect or fail to observe and perform all or any of the acts matters of things by this contract, to be observed and performed by the contractor within three clear days after the notice shall have been given to the contractor in manner hereinafter mentioned enquiring the contractor to observe or perform the same or shall use improper materials or workmanship in carrying on the works, or shall in the opinion of the

Owner not exercise such diligence and make such due progress as would enable the work to be completed within due time agreed upon and shall fail to proceed to the satisfaction of the Owner after three clear days' notice requiring the contractor so to do shall have been given to the contractor as hereinafter mentioned , shall abandon the contract, then and in any of the side cases, the owner may notwithstanding previous waiver determine the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby affecting the powers of the owner of the obligations and liabilities of the contractor the whole of which shall continue in force as fully as if the contract, had not been so determined and as if the works subsequently executed had been executed by or on behalf of the contractor (without thereby creating any trust in favor of the contractor) further the owner or his agent, or servants, may enter upon and take dissensions of the work and all plants, tools, scaffoldings, sheds, machinery, steam and other power, utensils and materials lying upon premises or adjoining lands or roads and sell 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, and the contractor shall not in any way interrupt or do any act, matter or things to prevent or hinder such other contractors or other persons or person employed from completing and finishing or using the materials and plants for the works when the works shall be completed, or as soon thereafter as conveniently may be, the owner shall give notice in writing to the contractor to remove his surplus materials and plants and should the contractor fail to do so within a period of 14 days after receipt by him the owner may sell the same by public Auction and shall give credit to the contractor for the amount so realized. Any expenses or losses incurred by the owner in getting the works carried out by other contractors shall be adjusted against the amount payable to the contractor by way of selling his tools and plants or due on account of work carried out by the contractor prior to engaging other contractors or against the security deposit.

53. WATER SUPPLY

The rates quoted by the contractor shall include all expenditure for providing water for the full contract period required for the works, including that for the work people and all staff on the site. He shall make his own arrangement for the supply of good quality water suitable for us in the work and the work people. He shall obtain municipal connection, and all charges for connection and consumption shall be borne by him. If municipal water is not available, or making, he shall make other arrangements like sinking tube wells, or making bore-wells, or transport from outside by tanker, or any other suitable means entirely at his cost, and no separate payment for the same will be made.

54. POWER

The contractor shall at his own cost arrange for necessary power for construction and lighting for the entire period of contract. The owner, as well as the Architects shall give all the recommendations necessary to obtain power and water connections from the concerned authorities, but the responsibility for obtaining the same shall rest with the contractor. If any other contractor, appointed by the owner, is required to use water and power, he shall be allowed to use the same and make temporary connections from the supply arranged by the main contractor at rates and terms that may be mutually agreed upon by both, failing which, at rates, term and conditions that may be decided by the Architect.

55. LAND FOR CONTRACTOR'S ESTABLISHMENT

For the purpose of contraction of contractor's store yard, godown, site office, etc. the contractor may utilize with the permission of the Architect, portion of the land belonging to the owner if available at such location as would not interfere with the execution of the works. The contractor shall for this purpose submit to the Architect for his approval a plan or plans of the proposed layouts for the site facilities. The Architects reserves the right to alter and modify the contractor's proposal as he may deem fit.

56. METHOD OF MEASUREMENT

Unless otherwise mentioned elsewhere in the tender measurement will be no the net quantities or work produced in accordance with up to date rules laid down by the Indian Standard Institution. In the event of any dispute with regard to the measurement of the work executed, the decision of the Architects /Owner shall be final and binding on the contractor.

57. ACTION WHERE NO SPECIFICATION

In the case of any class of work for which there is no such specification in Technical Specification, such work shall be carried of in accordance with the I.S. Specification and in the event of there being no I.S. Specification, then in such case the work shall be carried out in all respects in accordance with the Instruction and requirements of the Architects/Owner.

58. CONTRACTOR NOT TO DEPOSIT MATERIALS IN A MANNER THAT MAY BE

INCONVENIENT TO THE PUBLIC

The contractor(s) shall not deposit materials on any site which will seriously inconvenience the public. The Architects may require the contractor to remove any materials, which are considered by him to be a danger or inconvenience to the public or cause them to be removed at the contractor's cost.

59. LIQUIDATED DAMAGES

Should the work be not completed to the satisfaction of the Owner /Architects within the stipulated period, the contractor shall be bound to pay to the owner a sum calculated as given below by way of liquidated damages and not as penalty during which the work remains uncommenced or unfinished after the expiry of the completion date.

- | | | |
|----|---|--|
| a) | for contracts having stipulated time for completion 6 months and less | : 1.0% of the estimated amount shown in the tender per week of delay subject to ceiling of 10% of the accepted contracted sum, accrual of which entitles the Employer to rescind the Contract. |
|----|---|--|

60. ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED

In any case in which under any clause or clauses of this contract, the contractor shall have rendered himself liable to pay liquidated damages amounting to the whole of his security deposit (whether paid in one sum or deducted by installments) the Owner / Architects shall have power to adopt any of the following courses as they may deem best suited to the interest of the Owner :

To rescind the contract (of which rescission notice in writing to the contractor under hand of the Owner / Architects shall be conclusive evidence, and in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the Owner.

To employ labour paid by the Owner and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and price of material (of the amount of which cost and price of a certificate of the Architects /Owner shall be final and conclusive against the contractor) and crediting him with the value of work done , in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of this contract the certificate of Architects / Owner as to the value of the work done, shall be final and conclusive against the contractor.

c) To measure up the work of the contractor, and to take such part thereof as shall be unexecuted, out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor and may be deducted from any money due to him by the Owner under the contract or otherwise or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

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

61. GUARANTEE FOR THE SPECIALISED WORKS

Wherever provision for submission of a guarantee has been advised, the same shall be submitted from the specialized agency along with a counter guarantee by the main contractor engaged for the work. The guarantee shall be furnished on a non-judicial stamp paper of appropriate value. If the contractor is required to submit guarantee/guarantees for any item/items for a period of more than 12 months, the guarantee/guarantees in case of those items shall remain valid even after expiry of the defect liability period for 12 months as stipulated in the contract.

62. INCOME TAX/SALES TAX ON WORK CONTRACT

Statutory deduction of Income Tax/Sales Tax on works contract shall be made from all interim and final payments as per extend statute.

63. AGREEMENT

The successful contractor will be required to enter into an agreement in accordance with the Draft Agreement from enclosed & the schedule of conditions within 15 days from the date of the contractor is advised by the Owner /Architect that his tender has been accepted and he shall pay for all stamps & legal expenses incidental thereto. However, the written acceptance

by the Owner of a tender will constitute a binding contract between the Owner and the person so tendering whether such formal agreement is or is not subsequently executed.

64. TECHNICAL EXAMINATION

The proposed work covered under this tender during its progress is subject to inspection by the Chief Technical Examiner/ Technical Examiner Central Vigilance Commission, Govt. of India or by the an Officer of the Vigilance Cell of the Authority, on behalf of the Engineer-in-charge/SHCIL's Architects. The contractor will be required to extend all assistance and facilities for such inspections.

65. NO COMPENSATION FOR ALTERATION IN, OR RESTRICTION OF WORK TO BE CARRIED OUT

If at any time after the commencement of the work, the Owner / Architects Shall for any reason whatsoever not require the whole work thereof as specified in the tender to be carried out the Architects/Owner shall give notice in writing of the fact to the contractor who shall have no claim to payment or compensation whatsoever on account of any profit or advantage with which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out; neither shall he have any claim for compensation by reason of any alterations having been made in the original specification, drawing, designs and instructions which shall involve any curtailment of the work as originally contemplated.

66. ARBITRATION

All disputes or difference of any kind whatsoever (except for excepted matters vide clause no. 19) which shall at any time arise between the parties hereto touching or concerning the works or the executions or maintenance thereof of this contract or the rights touching or concerning the works or the execution of maintenance thereof of this contract or the construction remaining operation or effect thereof or the rights or liabilities of the parties or arising out of or in relation thereto whether during or after determination foreclosure or breach of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract to the other of them and to the Employer hereinafter mentioned be referred for adjudication to a sole Arbitrator to be appointed as hereinafter provided.

For the purpose of appointing the sole Arbitrator referred to above, the Employer will send within thirty day of receipt of the notice to the contractor a panel of three names of persons who shall be presently unconnected with the organisation for which the work is executed.

The contractor shall on receipt of the names as aforesaid, select any one of the persons name to be appointed as a sole Arbitrator and communicate is name to the Employer within thirty days of receipt of the names. The Employer shall thereupon without any delay appoint the said person as the sole Arbitration. If the contractor fail to communicate such selection as provided above within the period specified, the Competent Authority shall make the selection and appoint the selected person as the sole Arbitrator.

If the Employer fail to send to the contractor the panel of three names as aforesaid within the period specified, the contractor shall send to the Employer a panel of three names of persons who shall all be unconnected with either party. The Employer shall on receipt to the named as aforesaid with select any one of the persons names and appoint him as the sole Arbitrator. If the Employer fails to select the person and appoint him as the sole Arbitrator within 30 days of receipt of the panel and inform the contractor shall be entitled to appoint one of the person from the panel as the sole Arbitrator and communicate his name to the Employer.

If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole Arbitrator shall be appointed as aforesaid.

The work under the contract shall however, continue during the arbitration proceeding and no payment due to payable to the contractor shall be withheld on account of such proceeding .

The Arbitrator shall be deemed to have entered on the reference on the date he issued notice to both the parties fix in the date of the first hearing.

The Arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award.

The Arbitrator shall give a separate award in respect of each dispute or deference referred to him. The Arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.

The fees, if any, of the Arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award including the fees, if any , of the Arbitrator who may direct to and by whom and in what manner, such costs or any part thereof shall be paid and may fix or settle and amount of costs to be so paid.

The award of the Arbitrator shall be final and binding on the both parties.

Subject to aforesaid the provisions of the Arbitrator Act. 1992 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force, shall apply to the arbitration proceeding under this clause.

The Employer and the contractor hereby also agree that arbitration under clause shall be a condition precedent to any right to action under the contract with regard to the matters hereby expressly agreed to be so referred to arbitration.

67. WORKING HOURS

a) Site Office working hours shall normally be fixed as may be prevailing in the locality.

Normally no construction work of important structural nature shall be carried out on Sundays, Holidays and during nights. In exceptional circumstances, however, the work may be carried out with prior approval of the Site Engineer who shall depute supervising staff to be present on the occasion.

68. SECURITY ARRANGEMENTS

- a) Proper arrangements shall be made to keep all records under lock and key.
- b) The contractors should provides for adequate fences, watch and ward and security of basic materials such as cement and steel etc.
- c) Movement of material, stores and plant, especially of those in which the SHCIL has got a financial Interest or those which influence progress of work, shall be strictly controlled. Checks shall be exercised at gate (entrance and exit shall be preferably through one gate only.
- d) When the work is completed and handed over to the user. The responsibility of proper security arrangements shall rest with the users.

69. DECLARATION

I/we have inspected the site of work and have made me/us fully acquainted with the local conditions in and around the sites of works. I/we hereby declare that I/we have gone through the conditions laid down in the Notice Inviting Tender, General Conditions of Contract, Technical Specifications and understood the same and on the basis of the same I /we quoted our rates in the schedule of quantities attached with the tender documents.

I /we shall also uniformly maintain such progress with the work, as may be directed by the Owner/Architects to ensure completion of same within the target date as mentioned in the tender document.

Sign & Seal of Contractor

SECTION –V

SPECIAL CONDITIONS OF CONTRACT

GENERAL

The scope of work covers execution and completion of the proposed **Interior Furnishing, Electrical, Branding & Air Conditioning work of our Regional Office at Kolkata** in accordance with drawings and specifications prepared by and under the direction and to the satisfaction of the Architect / Employer.

Contract : The form of Contract shall be according to the Conditions of Contract. The following clauses shall be considered as an extension and not in limitation of obligation of the Contractor.

Drawings : Two copies of all drawings (if applicable), shall be furnished by the Consultant / SHCIL. to the Contractor for his own use until the completion of the Contract, and shall be accessible at all reasonable times to the Consultant or their representatives. All important drawings are to be mounted on boards and placed in racks and indexed.

Dimensions : Figured dimensions are in all cases to be accepted in preference to scaled sizes. Large scale details take precedence over small scale drawings. In case of any discrepancy the Contractor shall ask for clarification before proceeding with the work. The Contractor shall include in his rates for all the items listed in this section.

1. **Contractor to inspect site** : The Contractor shall visit and examine the construction site and satisfy himself at his own cost as to the nature of the existing roads or other means of communications, the extent and magnitude of the work and facilities for obtaining materials and shall obtain generally his own information. Any misunderstanding or incorrect information on any of these points or on the grounds of insufficient description, will not be allowed.
2. **Access to site** : The Contractor is to include in his rates for forming access to site, with all temporary roads gangways required for the works.
3. **Setting out** : The Contractor shall set out the site in accordance with the plans. All grid/ centre-lines shall be pegged out to the satisfaction of the Consultant. The Contractor shall be responsible for the correctness of the lining out and any inaccuracies are to be rectified at his own expense. He will be responsible for taking levels of work at the site before setting out and recording them without any extra charge.
4. **Treasure grove**: Should any treasure fossils, minerals or work of art of antiquarian interest be found during carrying out the works, the Contractor shall give immediate notice to the Consultant /SHCIL of any such discovery and shall hand over such finds to the Employer.
5. **Access for inspection** : The Contractor is to provide at his own cost all times during the progress of the works and the maintenance period proper means of access, with ladders, gangways etc. and the necessary attendance to move and adapt as directed for the inspection of measurement of the works by the Consultant or their representatives.

- 6. Attendance upon all trades :** The general Contractors shall be required to attend on all the tradesmen or sub-contractors appointed by the Employer for water supply and sanitary, electrical installation, lifts, air-conditioning, security, equipment, hardware, telephone and other specialist Contractors. The rates quoted shall be inclusive of all attendance and also allow the other Contractors, appointed by the Employer, use of his scaffolding and retain until such time the relevant sub-contract works are completed.
- 7. Water supply :** Water shall be arranged by the Contractor. The general Contractor shall allow the use of water for other works on the site done by other Contractors appointed by the Employer and the consumption charges shall be paid by each agency as appointed by the Employer.
- 8. Stores and watchmen :**The Contractor shall provide at his own cost for necessary stores of adequate dimension for storage and protection of materials. All such stores shall be cleared away and the whole area left in good order on completion of the Contract to the satisfaction of the Consultant. All materials which are stored such as ply, wood, Laminates or any other matter shall be stacked in such a manner as to facilitate rapid and easy checking of quantities of such materials. The Contractor shall nominate a person who would take instruction from the Consultant/employer.
- 9. Cost of transporting :** The Contractor shall allow at his cost for all transporting unloading, stacking and storing of supplies of goods and materials for this work on the site and in the places approved from time to time by the Consultant. The Contractor shall allow at his price for transport of all materials controlled or otherwise to the site.
- 10. Office accessories and accommodation:** The Contractor shall also provide at his own expense office furniture with drawing accessories for the official use of the controller and at all times maintain in good working order necessary instruments at site to enable the Consultant/employer to check the lines and levels of the work.
- 11. Materials workmanship & samples :** Materials shall be of approved quality and the best of their kind available and shall generally conform to relevant I.S. specifications. The Contractor shall order all the materials required for the execution of work as early as necessary and ensure that such materials are on site well ahead of requirement for use in the work. The work involved calls for high standard of workmanship combined with speed and to the entire satisfaction of the Consultant. Before ordering materials, the Contractor shall get the samples approved from the Consultant well in advance.
- 12. Rates for non-tender items :** Rates of items not included in schedule of specification shall be settled as per current PWD schedule of rates if not available then to be settled as per variation clause of the condition of contract.
Rates to include : The rates quoted shall be for all heights and depths and for finished works, in any shape. The Contractor shall ascertain from other Contractors as directed by the Architects all particulars relating to their work with regard to the order of its execution and the position in which chases, holes and similar items will be required, before the work is taken in hand as no claims for extra will be allowed for cutting away work already executed in consequence of any neglect by the Contractors to ascertain these particulars beforehand.
- 13. Testing of work and material :**The Contractors shall, if required by the Consultant/employer, arrange to test materials and/or portions of the work at his own cost in order to prove their soundness and efficiency. If after any such test the work or portion of work is found in the opinion of the Consultant to be defective or unsound, the

Contractor shall pull down and redo the same at his own cost, defective materials and the debris shall immediately be removed from the site.

14. Foreman and Tradesmen :All tradesmen shall be experienced men properly equipped with suitable tools for carrying out all the work of carpentry and joinery and other special trades in a first class manner and where the Consultant deem necessary, the Contractor shall provide any such tools, special or ordinary which are considered necessary for carrying out the work in a proper manner. All such tradesmen shall work under an experienced and properly trained Forman, who shall be capable of reading and understanding all drawings pertaining to this work .

15. Work programme weekly progress report :The Contractor shall prepare and submit to Consultant/employer for approval, a bar chart showing the programme of construction of various items, fitted within the period stipulated for completion, along with submission of the tender. The Contractor shall also furnish necessary particulars to the Consultant for compiling weekly progress reports in the form furnished by the Consultant/employer.

16. Clearing of site :The Contractor shall after completion of the work clear the site of all debris and left over material at his own expense to the entire satisfaction of the Consultant and municipal or other public authorities.

17. Photographs : The Contractor shall at his own expense supply to the Consultant with duplicate copies of large coloured photographs not less than 25 x 20 cm. (10" x 8") of the works taken from two approved portions of each building, at beginning of the work, at completion of work and at every important stage of construction without fail.

18. Preparation of Premises for occupation and use on completion :The whole of the work shall be thoroughly inspected by the Contractors and all deficiencies and defects put right. On completion of such inspection, the Contractor shall inform the Consultant in writing, that he has finished the work and it is ready for the inspection of Consultant/employer.

19. Vouchers : The Contractors shall furnish the Architect with vouchers on request to prove that the materials are as specified and to indicate the rates at which the materials are purchased in order to without the rate analysis of tender and non-tender items which he may be called upon to carry out thereafter.

20. Protection : The Contractor shall properly cover up and protect all work throughout the duration of work and until completion, particularly masonry, mouldings, steps, or special floor finishes, staircases and balustrades, doors and window frames, plaster, angles, lighting and sanitary fittings, glass, paint work and all finishings at his cost till the same is handed over to the owner.

21. Safety Code :

i) These shall be maintained in a readily accessible place, first-aid appliances including adequate supply of sterilized dressing and cottonwood.

ii) An injured person shall be taken to a public Hospital without loss of time, in cases where the injury necessitates Hospitalization.

iii) Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.

- iv) No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm (clear) and the distance between the adjacent rungs shall not be more than 30 cm. When a ladder is used, an extra Mazdoor shall be engaged for holding the ladder.
- v) Every opening in the floor of a building or in the working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.
- vi) No floor, roof or other part of the structure shall be so over loaded with debris or materials as to render it unsafe.
- vii) Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
- viii) No paint containing lead or lead products shall be used except in the form of paste or ready-made paint. Suitable facemasks should be supplied for use by the workers when paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
- ix) Over all shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the periods of execution

SECTION –VI

ARTICLES OF AGREEMENT

(ON NON-JUDICIAL STAMP PAPER of Rs.100.00 purchased in the name of Contractor / Employer)

Articles of agreement made the day of Between **STOCK HOLDING CORPORATION OF INDIA LTD, KOLKATA REGIONAL OFFICE**, A. G. Tower, 6th Floor, 125/1, Park Street. Kolkata – 700 017 (Hereinafter called the employer) which expression should include its successors and assignee of the one part and M/s.

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(*hereinafter, called the contractor*) of the other part, which expression should include its successor and assignee where as the employer is desirous of executing the **Interior Furnishing, Electrical, Branding & Air Conditioning works at our Kolkata Regional Office** and has caused drawings and specifications describing the work to be prepared by SUDIP SUR & ASSOCIATES, having office at 14/2, Kali Kumar Mukherjee Lane. Shibpur, Howrah – 711 102 (hereinafter called the consultants) and whereas the said drawings the Technical specifications and the schedule of items and quantities have been signed by and on behalf of the parties hereto. And whereas the contractor has agreed to execute upon and subject to the conditions set forth herein and schedule of items and quantities, General conditions of contract, special conditions including other conditions etc. technical specifications and all correspondences exchanged by or between the parties from the date of tender notice decision of negotiations meetings, if any, till the award of work, both letters inclusive, (all of which are collectively hereinafter referred to as the said conditions) the work shown upon the drawings and or described in the said specification and included in the schedule of items and quantities at the respective rates therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable there under (Hereinafter referred to as the said contract amount)

NOW IT IS HEREBY AGREED AS FOLLOWS :

1. In consideration of the said contract amount to be paid at the times in the manner set forth in the said conditions, the contractor shall upon and subject to the said conditions execute and complete the work shown upon the drawings and described in the said specifications and the schedule of items and quantities.
2. The employer shall pay the contractor the said contract amount or such other sum as shall become payable, at the times and in the manner specified in the said conditions.
3. The consultant in the said conditions shall mean the said SUDIP SUR & ASSOCIATES, having office at 14/2, Kali Kumar Mukherjee Lane. Shibpur, Howrah – 711 102 or in the event of their ceasing to be the consultant for the purpose if this contract for whatever reason such other person or persons as shall be nominated for that purpose by the Employer, provided always that the person subsequently appointed to be consultant under this contract shall be entitled to disregard or overrule any previous decision or approval or direction given or expressed in writing by the consultant for the time being.
4. The said conditions and appendices thereto shall be read and considered as forming part of this agreement and the parties here to shall respectively abide by, submit themselves to the said conditions and perform the agreements on their part respectively in the said conditions contained.

5. The plan agreement and documents mentioned herein shall form the basis of this contract.
6. This contract is neither a fixed lump sum contract not a piece work in respect of **Interior Furnishing, Electrical, Branding & Air Conditioning works at our Kolkata Regional Office** as per the scope described and to be paid for according to actual measured quantities at the rates contained in the schedule of rates probable quantities or as provided in the said conditions.
7. The employer reserves to itself the right of altering the drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.
8. Time shall be considered as the essence of this contract and the contractor hereby agrees to commence the work on the day on which he is instructed to take possession of the site, or from the **7th day** after the date of issue of formal work order as provided for in the said conditions whichever is later and to complete the entire work within **60 days** subject nevertheless to the provisions for extension of time.
9. All payment by the Employer under this contract will be made only at **SHCIL, KOLKATA REGIONAL OFFICE**.
10. Any dispute arising under this agreement shall be referred to arbitration in accordance with the stipulation laid down in the general conditions of contract.
11. That the every parts of this contract have been read by the contractor and fully understood by the contractor.
12. This agreement can be terminated by client on giving **3 months** notice normally however, in exigent circumstance; the services of the contractor can be terminated by giving notice of lesser period

In witness whereof the employer and the contractor have set their respective hands to these presents through their authorized official and the said two duplicates hereof to be executed on its behalf of the day and year first herein above written.

This agreement will become effective upon signature by both the parties.

Signed by-----

Signature & seal of the contractor

Name & Address of the signatory

Witness

Signed in the presence of

Signature & seal of the SHCIL official

Name & Address of the signatory

1. -----
Name & Address

2. -----
Name & Address

Annexure –1

STOCK HOLDING CORPORATION OF INDIA LTD.
Administration Dept.
125/1, Park Street, AG Tower, 6th Floor,
Kolkata – 700017.

APPLCIATION FORM FOR PREQUALIFICATION OF TURNKEY CIVIL & INTERIOR WORK SERVICES AT RO KOLKATA

1. Name of the Vendor / Company : _____
2. Address : _____
3. Registration Nos : _____
4. Contact Person Name : _____
Phone No: : _____
5. Total Employees Strength: Regular : _____ Contractual: _____
6. Experience in Outsourcing Services (in years) : _____
7. Employees provided with Uniforms? (Yes/No) : _____
8. Turnover of the last 5 years : _____
9. Are you covering your employees for ESIC & EPF. _____
10. Are you registered with Concerned Authority for ESI / PF: _____
11. Important Customers:
for Outsourcing Name of the Contact Person at Phone No.
 customer company customer company
- _____
- _____
- _____
- _____
12. Indicate involved in any arbitration at present or in the past and mention present status.

13. Any civil or criminal suit(s) arisen in the contract of works executed during last 5 years if yes, please give brief description.

14. Any other relevant details:

15. Declaration :

I hereby declare that the information furnished above is true and correct. I am aware that incorrectness of the aforesaid information shall result in immediate termination of the contract and SHCIL shall be entitled to recover the necessary costs and damages.

CONTRACTOR'S SIGNATURE AND SEAL