

TENDER DOCUMENT
(EXECUTION OF CIVIL INTERIORS WORKS)

BETWEEN

**Maharashtra State co-operative Sugar
Factories Federation Ltd.**

AND

(M/s.)

FOR THE

**INTERIOR FITOUT
PROJECT, MUMBAI**

Maharashtra State co-operative Sugar Factories Federation Ltd.

NAME OF WORK :- CIVIL INTERIOR FITOUT PROJECT, MUMBAI

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2.0 **DETAIL NOTICE INVITING TENDER**

- 2.1 Sealed item rate tenders for **Execution of Civil Interiors works** for the **Fit out Works at Mumbai** hereinafter referred as "Project/Site" are invited from well-reputed contractors having experience of executing similar works.

Tenderers are advised to go through all the documents in connection with this contract carefully. The tender documents can be obtained from the office of **Maharashtra State co-operative Sugar Factories Federation Ltd. Sakhar Bhavan , 11th floor, Plot no 230, Nariman Point, Mumbai -400021**

Earnest Money Deposit : Rs 25,000/-
Completion Period : 100 days (+ or - 10 days)
Date of issue of blank Tender forms : 7th july 2025 - 14th july 2025

Tender Submission last date: on or before Date: 23rd july 2025

Tenderers shall deposit the sealed Tenders **Maharashtra State co-operative Sugar Factories Federation Ltd. Sakhar Bhavan , 11th floor, Plot no 230, Nariman Point, Mumbai -400021** on or before the stipulated date and time as stated below

Date of Pre- Bid meeting : 16th july 2025 at 03.00 P.M

Tenders will be received up to **1400 Hrs** on or before 23rd july 2025 at the office of **Maharashtra State co-operative Sugar Factories Federation Ltd.** Tenders received after the due date , whether sent by post or in person shall not be considered and will be rejected.

Date of Opening of Tender : 23-07-2025 at 04.00 P.M. in conference hall Or as declared by the client

- 2.2 Prior to the date for submission of tenders, the Client may issue Addenda to clarify or modify the Tender Documents in part or in total. Every Addendum issued will be distributed to each Tenderer and shall become part of the Tender Documents.
- 2.3 The s quoted in the tender shall be in Indian Rupees ("RUPEES"). Payment will be made in Mumbai, India, in Indian Rupees, all in accordance with the Conditions of Tender.
- 2.4 Tenders not properly filled, mutilated with incorrect calculations or generally not complying with the conditions may be rejected.
- 2.5 Tenderers should quote their rates both in figures and in words. The schedule of Quantities must be fully priced with the rates quoted for the unit rate specification and the total of each page along with carried over figures of the previous page shall be given in ink and signed by the Tenderer. No blank space shall be left. Figure in words shall deem to be final figure in case of cuttings or over-writing.
- 2.6 If the tender is made by an individual it shall be signed with his full name and his complete address shall be given. If it is made by partnership firm it shall be signed with the co-partnership name by a member of the firm who shall sign his own name and give the name and address of each partner of the firm and attach a copy of 'Power of Attorney' with the tender authorizing him to sign on behalf of the other partners. A certified copy of the 'Registered Partnership Deed' shall also be submitted along with the tender. In case the tender is made by or on behalf of a company incorporated under the Companies Act, 1956, it shall be signed by the Managing Director or by one of the Directors duly authorized on this behalf and shall include a copy of the 'Power of Attorney' with the tender. A certified copy of the registered Articles of Agreement shall also be submitted along with the tender. The tender should be in a sealed cover.

- 2.7 The Client will not be responsible or pay for any expense or loss which may be incurred by the Tenderer in connection with the preparation of this tender.
- 2.8 The Client reserves the right to reject any or all tenders. The Client does not bind himself to accept the lowest or any tender, nor to assign any reason for the rejection of any tender.
- 2.9 The Tenderer (whether tender submitted or not) shall treat the details of the tender document as private and confidential and shall not disclose any information to third party.

2.10 **The Tenderer shall consider the actual working time for project as below :**

1) From 10 am to 6 pm - sound less work like painting , pop punning etc

2)From 6 pm to full night - all types of work .On Sunday the contractor can work from 10 am to full night.

3)The society will allow to shift the material after 6 pm by lift/staircase . The client/ society will not allow to keep material/ debris on ground floor .(the contractor will have to shift the material as earliest as possible.

3.0 **SUBMISSION OF TENDER**

3.1 Tenderers will deposit/submit two sealed envelope containing:

Envelope No 1.

The bidder shall submit in envelope 1 , the following information.

a)The earnest Money Deposit in the amount Rs 25,000/- (rupees Twenty Five thousand only) in the form of demand draft from Nationalized Bank In Favor of **Maharashtra State co-operative Sugar Factories Federation Ltd. payable at Mumbai.**

b) Proof of meeting the minimum criteria as per 5.0 (page no 08).

The contractor will have to sign the original copy of the tender paper according to which the work is to be carried out. The bidder will have to duly sign with an official seal /rubber stamp of the firm. No conditions shall be proposed and enclosed with the bid. If so done , there bid may be disqualified immediately.

Envelope No. 2.

The second envelop clearly marked as Envelop no 2, shall contain following:

- 1) Copy of volume -1
- 2)Copy of volume -2
- 3)Bill of quantities -3
- 4)Drawings
- 5) Amendments /addendum issued if any.
- 6) Any other documents issued to the Tenderer by the clients

4.0 SCOPE OF WORK

Maharashtra State co-operative Sugar Factories Federation Ltd. having there office at Sakhar Bhavan , 11th floor, Plot no 230, Nariman Point, Mumbai -400021 intend to carry out the work of Interior fit out, up gradation and renovation work of there G1 & G2 , Vishwashish chs ltd plot no -970, Shankar ghanekar marg , dadar (west)-400 028

The work shall include concerned items as Civil work, flooring, wall construction, water proofing, tiling , pop/gypsum work, Plumbing work, Interior furniture work etc. The selected contractor shall get the specialized work executed through approved agencies only as directed by Architect during the progress of work.

The entire work is required to be completed within 100 day (+ or - 10 days) from the date of "Letter of Intent". As per instruction issued by the architects contractor should arrange Mockup for items at site without claiming any extra amount for the same .

The detail scope of work can be seen from tender drawing and bill the tender documents.

5.0 ELIGIBILITY AND MINIMUM CRITERIA FOR SUBMISSION OF TENDER:

To be eligible for bidding , the applicant shall provide satisfactory evidence of there eligibility and there capability and adequacy of resources to carry out the proposed projects effectively. To the end , tender submitted shall include all required information.

For this purposed , applicant meet the following qualification criteria as a minimum.

- 1) The applicant must be a well established contractor with experience and capability in planning and construction of Interior projects.
- 2)The applicant must give evidence of having adequate experience in mobilizing equipments and personnel for large value contract and in the deployment of equipments.
- 3)Join venture is not allowed.
- 4)To qualify the applicant must fulfill the minimum criteria for various items mention

- | | |
|---|--------------|
| a. Age of Organization | : 5 years |
| b. Solvency certificate from nationalized Bank | : |
| c. Minimum no of Interior project | |
| At least one project of Minimum costing | :73 lakhs |
| d. Balance sheet and Income tax certificate and auditor certificate of last three years | : Mandatory |
| e. List of equipments and technical manpower with qualification/ experience | :Detail list |
| f. Fill up and submit DRAFT TENDER FORM | :Mandatory |

The eligibility of the applicant with respect to criteria mentioned above shall be determined first and only if found eligible , shall be considered for further evaluation.

6.0 OPENING OF TENDER:

Maharashtra State co-operative Sugar Factories Federation Ltd. having their office at Sakhar Bhavan , 11th floor, Plot no 230, Nariman Point, Mumbai -400021 will open Envelop no 1 of the tender documents in the presence of the Architect's representative , all bidder , or their authorized representative , who choose to remain present on 23-07-2025 at 4 pm or on suitable date, which will be notified to the bidder at later date .

Envelope No 1:

Firstly , Envelop no1 of the tender will be opened to verify its contents as per the requirements . Thereafter, after satisfying the condition of the envelop no 1 , the client will open envelop no 2 of the bidder.

Envelope No 2 :

Envelop no 2 shall be opened after opening of envelop no 1 or on a suitable date which will be notified to bidder at a later date only if the requirements of envelop no 1 are met. The final tendered price of all Tenderers shall be read out; however this tender price shall be reconfirmed by the Architect in their detailed scrutiny report . In the event of the discrepancy between the final tender price and architect's scrutiny, all bidder will be informed accordingly.

IMPORTANT NOTES :-

- 1) Please note that omission to attach any documents is likely to invalidate the tender and disqualify the bid.
- 2) Any conditions included with the bid may result in disqualification of tender .
- 3) The client reserves the right of accepting or rejecting any or all tender without assigning any reason for doing so. All so client reserves the right to reject all tenders and re-invite the tender.
- 4) All erasures and alteration made while filling in the tender must be attested by initials of the Tenderers. Over writing the figures is not permitted. Failure to comply with either of these conditions will the tender void. In case of difference between the written rates in words and the amount derived by adding or subtracting the quoted figures, the amount written in word shall be taken as correct.

GENERAL CONDITIONS OF CONTRACT- VOLUME - I

7.0 GENERAL TERMS & CONDITIONS

1.0 Instructions for filling in the tender form

1.1 In this tender Item Specifications are given in the following sections:

- A. TECHNICAL SPECIFICATIONS
- B. SCHEDULE OF QUANTITIES.

1.2 Technical specifications are the general instructions for carrying out the works.

1.3 For the schedule of quantities, the rates shall be written clearly, legibly in figures and in words. In case of doubt, amount given in words will be treated as quoted rate. The amount should also be entered after carefully checking up the unit adopted for the item.

1.4 The Tenderer should certify that he has studied the works at site and acquainted himself with the position with regard to constructions, materials and labor required for the work.

1.5 The Tenderer should submit a declaration showing all works for which he has already entered into contract, the value of work that remains to be executed in each case, while submitting the tender.

1.6 Every Tenderer should furnish along with his tender income-tax clearance certificate and information regarding the income-tax circle of Ward of the District in which he is assessed by income tax, the reference number of assessment and the assessment year.

1.7 The Tenderer shall carefully examine the Conditions of Tender, Outline Specification, Demarcation of Works, the specifications, the drawings and any other tender documents issued to them. The Tenderer should notice any discrepancy or error in the statement made, or quantities or units shown against items, he shall immediately bring to the notice of the Client and obtain the clarification before submitting the tender. The tender shall be recorded as such in the covering letter to the tender, failing which The Client shall have right to ask the Tenderer to execute the work according to the statement made or quantities or units shown in the tender, without any compensation.

1.8 The Tenderer shall complete and submit the following for the tender to be considered as bona fide: -

- a) Complete set of tender documents as given duly filled in and signed by the Tenderer.
- b) The programmed schedule for structure & finishing Works.
- c) A list of personnel proposed to be employed on the work.

1.9 The Tenderer shall submit with the tender including but not limited to the cost in connection with the following works:-

- a) Unloading, getting in, storing, handling and hoisting of all goods and material, plant and tools, bulky and heavy equipment.
- b) Provision, erection, maintenance and removal of all his temporary office and storage accommodation. The Client shall provide reasonable amount of space if available for Tenderer's office and storage accommodation.
- c) The Tenderer shall construct his godown / office at the place indicated at site at his own cost. He shall re-locate if required and demolish the so constructed godown / office at the end of the works and shall remove all the debris to leave the area clean to the satisfaction of the Main contractor.

- d) Taking full responsibility for any loss of, or damage to his own material, plant, tools, equipment and other property on the site.
- e) Keeping his work free from accumulation of debris at all times and remove all debris out from site.
- 1.10** The rate and amount against each item of work shall be filled up only in the tender papers issued to the tenders.
- 1.11** The tenders shall be signed by a competent person and copy of the document authorizing him shall be submitted along with the tender.
- 1.12** No paper or sheet shall be detached from the tender document issued to the tenders.
- 1.13** The quoted rates shall be for the works specified with "RECOMMENDED MAKE OF MATERIALS ONLY". In case the Tenderer wishes to quote with alternative make of materials, the rates shall be indicated separately. Employer reserves right to select any of the makes provided in the Recommended Makes List.
- 1.14** The tenders shall be liable for rejection if any of the above said requirements are not complied with.
- 1.15** The rates quoted by the Tenderer shall be inclusive of GST & other duties, other levies, royalties, cess, & labor welfare cess etc. as per the rates applicable shall be indicated separately.
- 1.16** The Tenderer shall be fully responsible for the quantity of various materials brought to site notwithstanding that mentioned in the tender. He shall be paid only as per the quantity consumed in the work at the agreed rates. Any left out excess material shall be taken back by him without any liability to the Main contractor.
- 1.17** The Client has the right to procure any material whatsoever required for the works directly and supply to the Tenderer and the amount charged to The Client for the execution of the same shall only be towards Labor i.e. installation rate only will be paid and supply rate will not be paid.

I / We have carefully read the above said instructions and shall comply with the same.

Signature of the Tenderer

Place :

Date :

1. DETAIL NOTICE INVITING TENDER

2. Sealed item rate tenders for **Execution of civil Interiors works** for the **Fit out Works at Mumbai** hereinafter referred as "Project/Site" are invited from well-reputed contractors having experience of executing similar works.

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Date of Opening of Tender : 23-07-2025 at 04.00 P.M. in conference hall Or as declared by the client

Tenderers will deposit sealed envelope containing:

- Letter accompanying the tender with any commercial / technical conditions other than those stipulated in the tender
- Tender drawings.
- Tender book. consisting of General and Special conditions, Specifications, BOQ
- Amendments / Addendum issued if any
- Any other document issued to the Tenderer by the Main contractor.

4. Prior to the date for submission of tenders, The Client may issue Addenda to clarify or modify the Tender Documents in part or in total. Every Addendum issued will be distributed to each Tenderer and shall become part of the Tender Documents.
5. The prices quoted in the tender shall be in Indian Rupees ("RUPEES"). Payment will be made in Mumbai, India, in Indian Rupees, all in accordance with the Conditions of Tender.
6. Tenders not properly filled, mutilated with incorrect calculations or generally not complying with the conditions may be rejected.
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words shall deem to be final figure in case of cuttings or over-writing.

8. If the tender is made by an individual it shall be signed with his full name and his complete address shall be given. If it is made by partnership firm it shall be signed with the co-partnership name by a member of the firm who shall sign his own name and give the name and address of each partner of the firm and attach a copy of 'Power of Attorney' with the tender authorizing him to sign on behalf of the other partners. A certified copy of the 'Registered Partnership Deed' shall also be submitted along with the tender. In case the tender is made by or on behalf of a company incorporated under the Companies Act, 1956, it shall be signed by the Managing Director or by one of the Directors duly authorized on this behalf and shall include a copy of the 'Power of Attorney' with the tender. A certified copy of the registered Articles of Agreement shall also be submitted along with the tender. The tender should be in a sealed cover.
9. The Client will not be responsible or pay for any expense or loss which may be incurred by the Tenderer in connection with the preparation of this tender.
10. The Client reserves the right to reject any or all tenders. The Client does not bind himself to accept the lowest or any tender, nor to assign any reason for the rejection of any tender.
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b) Proof of meeting the minimum criteria as per 5.0 (page no 08).

The contractor will have to sign the original copy of the tender paper according to which the work is to be carried out. The bidder will have to duly sign with an official seal /rubber stamp of the firm. No conditions shall be proposed and enclosed with the bid. If so done, there bid may be disqualified immediately.

Envelope no. 2.

The second envelop clearly marked as Envelop no 2, shall contain following

1. Copy of volume -1
2. Copy of volume -2
3. Drawings
4. Amendments /addendum issued if any.
5. Any other documents issued to the Tenderer by the clients

13. Performance guarantee

The work carried out by the Tenderer shall be covered by a performance guarantee from a scheduled Indian bank or foreign bank operating in India, in the format prescribed and approved by the Main Contractor, for an amount of 5% (Five percent) of the Contract Value. The BG shall be submitted to The Client within 7 days from the date of award of work.

Performance Guarantee shall remain valid till expiry of the Defect Liability Period (refer: clause 2.42 of commercial terms & conditions) and shall be released only after obtaining a NO CLAIM CERTIFICATE from Tenderer.

14. Period of validity

The tender shall remain valid for acceptance for a period of Ninety (90) days from the date of submission of the tenders.

15. Inspection of site

Every Tenderer shall inspect the site of the proposed work and acquaint him with the site conditions approaches, availability of raw materials, geological and weather conditions etc., before quoting his rates. He must go through all the drawings, specifications and other tender documents. Any further, clarifications in the drawings and documents can be had from the Main contractor.

16. Quantum of work

A schedule of probable quantities in respect of each work and specifications accompany these Conditions. The schedule of probable quantities is liable to alterations, omissions, deductions or additions at the discretion of the Main contractor. The schedule of probable quantities may vary considerably on the higher or lower side.

17. Price

The rates quoted by the Tenderer shall be firm and shall not be subject to any kind of escalation or change, for any reason, whatsoever (including introduction of new legislation or changes in rates of all kinds of duties and taxes), till the completion of entire Scope of the Work.

18. Taxes & duties

The rates quoted by the Tenderer shall be inclusive of GST , other duties, other levies, royalties, cess, & labor welfare cess. as per the rates applicable shall be indicated separately. The Tenderer shall provide requisite Tax Invoices as required by law & The Client shall have the right, in absence of production of documentary evidence by the Tenderer in support of the taxes charged or forming part of the Tender Price, to with-hold such amounts representing such taxes for which satisfactory evidence is not produced.

Breakup & details of taxes included in tender price

The Tenderer shall be required to furnish to the Main Contractor, details of the breakdown of the total Tender Price giving therein the amount included in the Tender Price for various taxes like GST , Labor Welfare cess etc. However, this does not give any rights to the Tenderer to claim the aforesaid amounts as any fixed compensation for taxes, since as per the terms of this Tender, the unit rates are inclusive of all taxes, unless expressly excluded. The Client shall have a right to seek documentary evidence in support of the above taxes from the Tenderer.

19. Income tax

Tenderer is required to submit Income Tax Clearance Certificate to the Main Contractor. Income Tax deductions (TDS) on the gross value of the RA bills shall be deducted as per statutory requirements @ 2% or the rate applicable from time to time under the Income Tax Act, 1961. Necessary tax deduction certificates shall be issued to Tenderer.

The Tenderer's rate must be firm and include the cost of transportation of material to the site, all taxes such as GST and any other statutory levy etc., and the fixing or placing in position for which the item of work is intended to be operated. The rates quoted by the contractor shall be firm throughout the contract period and

there shall be no upward revision of the rates quoted by the contractor for any reason whatsoever. It should be clearly understood that any claims for extra GST and any other statutory levy taxes etc., shall not be entertained in any case whatsoever once the tenders are opened.

20. Codes & standards

The Works shall be carried out as per the relevant IS codes (referring to the latest revisions and amendments) and specifications laid down in the Contract between Maharashtra State co-operative Sugar Factories Federation Ltd. and the Employer. In the absence of specifications, relevant Indian / International Standard Code of Practice together, CPWD.

Specifications with their latest revisions / amendments as applicable on the date of work order shall be followed subject to The Client approval. In the absence of the relevant code of practices also, the instructions of The Client or standard engineering practice shall be adopted.

21. Interpreting specifications

In interpreting the specifications, the following order of decreasing importance shall be followed:

- Letter of Award
- Bill of Quantities
- Tender Drawings
- Technical Specifications
- General Specifications.

22. In case of contradictions / conflicts between the specifications, the interpretation of the Employer / The Client shall be final and binding.

23. No alterations shall be made by the Tenderer in the Notice Inviting Tenders, Instructions to the Contractors, Contract Form, and Conditions of the Contract, Drawings and Specification and if any such alterations are made or any special conditions attached, the tender is liable to be rejected.

24. The acceptance of a tender shall rest with the Authorized Representative of the Main contractor, who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all the tenders received without assigning any reason(s) whatsoever.

25. The authorized representative of The Client reserves the right of accepting the whole or any part of the tenders received and the Tenderer shall be bound to perform the same at the rates quoted.

26. The work shall be carried out under the direction and supervision of The Client or their representative at site. On acceptance of the tender, the contractor shall intimate the name of his accredited representative who would be supervising the construction and would be responsible for taking instructions for carrying out the work.

27. The Client's decision with regard to the quality of the material and workmanship will be final and binding, any material rejected by The Client shall be immediately removed by the Tenderer.

28. Sub-letting

No part of the contract shall be sublet without the written permission of The Client nor shall transfers be made by the 'Power of Attorney' authorizing others to carry out the work or receive payment on behalf of the Tenderer.

29. Labor laws

The Tenderer shall comply with all the labor laws of the State Government, Central Government and local authorities as applicable in the place of work including payment of provident fund, ESI (if applicable), Minimum Wages etc for workmen. All licenses / registration required shall be obtained by the Tenderer and all records to be maintained under these laws shall be maintained by the Tenderer and produced to the concerned authorities as prescribed. No extra payment will be made to comply with these labor laws. Payments to the Tenderer shall be subject to the Tenderer furnishing with each bill documentary evidence & proof in respect of timely payment of wages as per law to their workmen, payment of provident fund, ESI (if applicable) etc on time to their workmen and compliance with all other Labor Laws applicable in India. The Client shall have the right, in absence of production of documentary evidence/proof by the Tenderer in support of the aforesaid payments and/or compliance under the applicable Lab our Laws, to with-hold such amounts as it deems appropriate, representing such payments/ compliance under Lab our Laws for which satisfactory evidence is not produced. The Tenderer shall furnish to the client, on daily basis, a detailed list of the number of workers deployed at the Site.

2.0 SAFETY RULES & REGULATIONS

- a) The Sub-Contractor shall abide by all the provisions mentioned in The Client's safety policy under "Project Safety Management System" (attached as Annexure C), safety standards, specifications and practices in construction and also the instructions of The Client's Project Manager, construction manager, site engineer, and safety officer at site. The Sub-Contractor shall be fully responsible for the safety of its staff and employees, staff and employees of other agencies working in its area of operation. The Sub-Contractor shall delegate the responsibility of implementation of safety procedures and regulations as set in Annexure 'C' and as prescribed by the relevant Government or other statutory authorities to one of his senior staff ("Safety Officer"). Sufficient number of trained Safety Supervisor's shall be employed and appointed at the project site to ensure compliance with the safety rules and regulations. The Sub-Contractor shall furnish to The Client within two weeks of commencement of the Sub-Contract Works, the names of Safety Officer and Safety Supervisor who shall be responsible for all matters relating to overall safety at the site of works.
- b) All safety "Personal Protective Equipment" appliances required like safety shoes, safety helmets, safety belts for working in heights, etc. shall be arranged by the Sub-Contractor at its own cost as per samples approved by the Main Contractor. The Sub-Contractor's staff and employees will not be allowed to site without any of the above mentioned safety gear.
- c) The Sub-Contractor shall comply with all health and welfare regulations pertaining to all his staffs and employees on site.
- d) The Sub-Contractor must take all the necessary measures and shall be fully responsible for the safety of the Sub-Contract Works and to ensure that no injuries to the staff, employees, public or damage to the existing services and neighboring buildings throughout the duration of the Sub-Contract Works.
- e) The Sub-Contractor shall comply with all The Client requirements in respect to the "Project Safety Management System", Method of Statement and Project Safety Activity in the project such as but not limited to morning exercise, toolbox meeting, hazard analysis, daily safety inspection, site safety meeting, safety induction program and housekeeping activity, safety campaign throughout the duration of the Sub-Contract Works.

The Sub-Contractor shall forthwith comply with all directions given by The Client to the Sub- Contractor to secure staging, scaffolding and fixing of safety nets so that it will be safe and proper during construction. The Sub-Contractor shall at all times exercise due care when erecting staging, scaffolding and fixing of safety nets. The Sub-Contractor shall be fully responsible for any accident, loss, liability, claim or damage occurring

as a result of his negligence or failure to comply with The Client's direction and any law, regulation, bye-law or statutes. If the Sub-Contractor fails to comply with The Client's directions The Client may take such steps or measures as are necessary and any costs incurred by The Client shall be considered as a debt recoverable from the Subcontractor payment.

- f) In order to prevent any fatal accidents while working at heights, the Sub-Contractor shall further abide and ensure to the following and have a regular check during Installation/Erection works
 - i) Using boom or vertical lifter for hoisting the purlins.
 - ii) Installation of safety net prior to installation of purlins.
 - iii) Providing Horizontal net + life line. Temporary hook for horizontal net to be welded on rafter in factory
- g) Burning of rubbish or any such material on site is strictly prohibited.
- h) In case of repeated violation of safety rules and regulations by the Sub-Contractor's staff, employees and/or workmen, then such staff, employees and/or workmen shall not be permitted inside the site of work. If the Sub-Contractor and its staff, employees and/or workmen fail to comply with the safety standards and regulations of the The Client set forth in clause 2.28, the The Client will issue a warning notice to the Safety Officer of sub-contractor for the first incident and for any continued failure, the The Client shall levy a penalty of Rs 1,000/- (Rupees One Thousand Only) per incident/day per staff/employee/workmen. In case of Non Compliance of site condition the penalty will be imposed as instructed by Main Contractor. The Safety Officer of Sub-Contractor shall attend all safety meetings convened by the The Client's site safety engineer and abide by his instruct

3.0 Notices to public bodies

The Tenderer shall give to the municipality, police, and other statutory authorities all notices that may be required by law and obtain all requisite licenses for temporary obstructions, enclosures, traffic & road permissions for plying its vehicles, trucks, piling rigs etc and pay all fees, taxes and charges which may be livable on account of his operations in executing the Contract. He shall make good any damage to adjoining premises whether public or private and supply & maintain any lights etc. Required at night.

3.1 Certificate of virtual completion

The work shall not be considered as completed until The Client have issued in writing the 'CERTIFICATE OF VIRTUAL COMPLETION' stating that the work has been virtually completed and the 'DEFECTS LIABILITY PERIOD' shall commence from such certified date of virtual completion.

3.2 Delays in commencement

The Tenderer shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause for such delays may be including delays in procuring Government Controlled materials or any other materials.

3.3 Occupation in part

If The Client wants to occupy areas in part, the Tenderer shall complete the work of these areas in conjunction with The Client and hand-over the same to The Client without affecting any of the clauses of contract agreement.

- 3.4** The Tenderer should inspect the source of material, their quality, quantity and availability. The material must strictly comply with the relevant specifications attached.
- 3.5** The Tenderer must co-operate and co-ordinate with other Tenderers involved in other works on the site. The Tenderer should also note that they shall have to clear the site of vegetation, debris, etc., before the commencement of the work and that no extra payment is permissible on this account.

3.6 Period of construction

Time is deemed to be the essence of this Tender. The construction period shall be **100 days (+ or - 10 days)** from the date of LOA for the complete work. Commencement of the work shall be within Seven (7) Days from the date of Letter of Award (LOA)/ Letter of Intent (LOI). The Tenderer shall prepare a detailed schedule of programmed in the form of BAR/PERT CHART of the whole work in consultation with Project Manager, within two weeks of the award of work and submit to The Client Project Manager for his approval.

3.7 Time of completion

- a) Time is the essence of the Contract. The Tenderer is strictly required to adhere with **Maharashtra State co-operative Sugar Factories Federation Ltd. Sakhar Bhavan** schedule.
- a) Date of Commencement : - Date of issue of Letter of acceptance.
- b) Progress of Tender Works as per Milestone Schedule dates in schedule attached Annexure -2
- c) Date of Completion by the Main Contractor: 100 days (+ or - 10 days)
- b) The Tenderer shall arrange adequate resources including men, material (as per scope) and machinery at each and every stage of construction, in time to adhere to the time schedule indicated above. All plant & equipment, labor and materials should reach the site well in advance and in no instance work should suffer for want of same.
- c) The Tenderer shall further submit weekly and monthly progress based on the approved programmed submitted to the Tenderer along with progress achieved, reasons for shortfall, action plans / corrective actions planned / steps taken to make up the shortfall so as to complete as per the approved planned program.
- d) The Tenderer shall produce necessary manufacturer's test certificate at the time of procurement of materials and arrange testing as site laboratory as per instructions of site-in-charge at the cost of Tenderer as per the frequency indicated in the method statement

3.8 Tenderer's store, site offices & other facilities

Suitable area near the site of work shall be allowed to the Tenderer free of cost for storing his tools and plants, materials and for his site office and other facilities. Site office shall be of such dimensions to accommodate Tenderer's own office. The same shall be cleared after construction period. The Tenderer shall remove all the temporary constructions constructed by him at site for the purpose of completing the work after the work is over.

The site offices, stores, go downs, crèche, etc. shall be dismantled, carted away and the site left in clean hygienic condition on completion of the work or earlier if so required by the Main contractor. It shall be clearly understood that the space allotted to the Tenderer to put up his temporary offices, etc., shall be on purely temporary basis and shall be vacated on completion of the work or even earlier as required by the Main contractor.

3.9 Watch & ward for materials

The Tenderer shall organize storage and security for his material and machinery at his own cost. However, The Client will provide only limited storage space. All transport, handling charges, storage charges, and charges for watch & ward for the materials, plant and machinery etc shall be included in Tenderer's price and no claim on account of this will be entertained by Main Contractor.

3.10 Water and electricity for construction

Electricity shall be arranged by the Client and the Tenderer shall make arrangements for the distribution & safe use of electricity for all works carried by Tenderer. No claim or compensation on this account shall be entertained. Tenderer to bear all penalty charges laid by the Electricity authority (if any).

Water shall be arranged by the Client, the site work including necessary pipelines, pumping etc will be carried out for various activities and usage within the site will be done by Tenderer. In case of non availability of water within the premises for whatever reasons, Tenderer shall make his own arrangements for water supply at site at his own cost.

3.11 Workmen's compensation insurance charges and contractor's all risk policy .

The Tenderer shall obtain CAR POLICY of total value of the project to protect the project. The Tenderer shall obtain workmen's compensation insurance for the workers deployed for the Tender as statutorily required under the applicable laws. The Tenderer shall be solely responsible for sickness, injury or death of any of its workmen & for settlement of any claims in respect thereof and shall indemnify & keep the The Client indemnified at all times, against all claims, losses, damages or any other liability in respect thereof.

3.12 Terms of payment

a) Mobilization advance

10% (Ten per cent) of Contract Value shall be paid as 'Advance' towards Mobilization against Unconditional Bank Guarantee from a scheduled Indian Bank or foreign bank operating in India in the format prescribed and approved by the Main Contractor, for equal amount for the subject work. Mobilization Advance shall become payable only after submission of Performance Guarantee. The outstanding liability of the Bank under this guarantee will be reduced by such amounts as may be notified to the Bank by the Project Manager of the The Client in writing and stated to be the reduction of this guarantee required to be made in accordance with the Subcontract by reason of the repayments made by Tenderer. This Advance shall be recovered progressively from each of the R.A bill certified & the full recovery of the Advance shall be done by the time 85% of the total Tender value of work is completed. On complete recovery of the Advance & on taking over of the Sub- contract Works, the B.G shall be returned.

b) Retention money

10% (Ten Percent) of the gross certified amount of each RA Bill shall be deducted and with-held by The Client towards Retention Money. Fifty Percent (50%) of the Retention Money shall be released on Virtual Completion of the whole Project and the balance 50% of Retention Money will be paid after completion of the Defects Liability Period of the whole Project.

c) Running bills

Payments towards running bills, for all the items of BOQ, shall be made under following stages:-

It shall be noted that no part payment shall be made for any of the incomplete Works All payments shall be subject to deduction of TDS as per applicable laws. The Contractor shall submit the bills in a manner to ensure adherence to pay date of 10th or 25th in each month. The value of the 1st R.A. Bill shall not be less than 20% of the Contract Value. . Thereafter the value of each R.A. bill shall 15% of the Contract Value. The Client's Certificate of Payment shall be issued by 30th day of the following month. Payment shall be made by

the The Client to the Tenderer within thirty (30) days from the date of The Client's Certificate of Payment.
No requests for intermittent payments shall be entertained from the Tenderer.

Submitted before the date	Payment date
25th of the month	10 th of following Month

Bill format:

Whenever the Tenderer raises any invoice for the payment, the bill should include all required information applicable to Tender works in the same order as mentioned below:

- i) Proper Invoice has to be submitted mentioning GST, Pan No
- ii) Cover Page of the invoice shall include the following:
 - a) Total Tender Value;
 - b) Accumulated Amount of the Work Done ;
 - c) Accumulated Amount Paid upto the Previous bill;
 - d) Present amount of the Work Done;
 - e) Retention Amount as per the Tender;
 - f) Repayment/recovery of Mobilization Advance as per the Tender;
 - g) Net Claim Amount;
 - h) Taxes claimed - GST Claimed;
- iii) Evidence /proof for the payment under labor laws as follows:
 - a) Employee state insurance payment challan
 - b) Provident fund payment challan
 - c) Professional tax payment challan
- iv) Following shall be attached to the Bill on Delivery as applicable to Tender works at site of the project:
 - a) Original Invoice containing Invoice no & date, GST.
 - b) Abstract Sheet, Measurement sheet and Material reconciliation.
 - c) Test Certificate, Weighment slip, material receipt and Road permit.
 - d) Challan cum Invoice from Supplier
 - e) Submission of Product Warranty Certificate.

Documents to be submitted with the R. A. Bills:

- i) **Labor Licenses**
 - a) ESI Registration Certificate : After acceptance of works order
 - b) PF Registration Certificate : After acceptance of works order
 - c) Wage Payment Register : Monthly
 - d) Attendance Register – Form 12 : Monthly
 - e) Leave Register – Form 14 : Monthly
 - f) O.T. Register – Form 10 : Monthly
 - g) ESI & PF Deposit Challan's : Monthly
 - h) ESI Return : Every Six Months.
 - i) PF Return : Yearly
- ii) **Taxes:-**
 - a) GST. : After acceptance of works order
 - b) Pan No. : After acceptance of works order

iii) Insurances:-

- a) Workman compensation insurance policies (insurances).
- b) Contractor's All Risk Policy(CAR Policy, renewed)
- c) Third Party Liability Insurance
- d) Contractor's Construction Equipment & Vehicle Insurances.

e) Final bill

The final bill shall be certified and payments including balance retention amount will be released only after the entire works covered under Scope of Tender works are satisfactorily completion. The Tenderer has to submit the final bill within three months (90 days) after satisfactory completion, of work, to the main contractor.

f) Extra items

Rates for authorized extra items or additional altered or substituted work as may be ordered shall be determined by the The Client as follows:

- a) At the derived rate of similar quoted item.
- b) At the actual expenditure incurred in execution of the item inclusive of sales tax on works contract and any other taxes, octroi, etc., plus 10% for contractor's profit and overhead. The actual expenditure will have basis of materials and labor as per the Rate Analysis.
- c) Extra items shall be shall be executed upon written approval of the Main Contractor.

g) Final measurement

The 'final measurement' of the Tender Works shall be carried out within Two (2) month from the completion of this Tender Works. However, The Client has the sole discretion to extend the period whenever he deems fit.

3.13 Defects liability period

Any defect developed within 'Defect Liability Period' of 12 Months from the date of completion of the whole project by the Main Contractor, will have to be rectified by the Tenderers at their own cost and in case the defects are not rectified by the Tenderer within specified time requested by the Main contractor, the The Client or their representative shall get the work done at the risk and cost of the Tenderer.

3.14 Termination of tender by the main contractor

The Date of Completion as indicated under Para 2.36 above is very vital for the overall completion of Factory buildings. If Tenderer's progress is consistently found to be below the accepted programmed and if, the quality of work being executed by Tenderer falls below the expected standards laid down by Main Contractor, in such cases, in the interest of timely completion of the project and to maintain the high quality of work, the The Client reserves the right to delete any part of the Scope of Work, or the entire balance work to be taken away from Tenderer by issuing a verbal order at the Site to the Tenderer or his representative or if The Client finds that the Tenderer is not following its verbal orders by issuing a 48 hours' notice if deemed necessary by The Client and get such works executed by other agencies, at Tenderer's risk and costs. In such a case, The Client shall make no compensation or damages or any other extra payment to Tenderer and recover such costs, loss or damages from the Tenderer and/or adjust/recover the same from Tenderer's Performance Guarantee and Retention Money. "In case of termination no extra claim shall be entertained for the temporary structures, any type of other overheads for idle staff, machinery etc.."

3.15 In case the employment of the Tenderer under this Tender is determined hereof, then the Tenderer shall be

deemed to be in breach of this Tender and the Tenderer shall be eligible only for the value of any work actually executed and accepted/certified by The Client but not paid for at the date of such determination, as well as for the value of any unfixed materials and goods delivered upon the Site and accepted by The Client for use in the Tender works. The Client shall have the right to recover, or to deduct from or set off against any such amount including the Performance Guarantee, Security Deposit and Retention Amount, the amount of damage suffered and/or of loss and expense incurred by him by reason of the determination of the employment of the Tenderer under this Tender. “ In case of the termination no extra payments shall be paid to the SUB – CONTRACTORS of the TENDERER .”

3.16 Termination of the main contract

If for any reason, The Client's employment under the main Contract is determined (whether by The Client or by the Employer and whether due to any default of The Client or otherwise), then the employment of the Tenderer under this Tender shall also automatically stand determined and the Tender shall, unless the termination of the main Contract was caused or contributed to by any default or breach of Contract by the Tenderer, be entitled to be paid for the following:

- A The value of the Tender works completed & accepted/certified by The Client at the date of such determination. The value of the work begun but not completed at the date of such determination to the extent of work accepted by the Main Contractor; and
- B The value of any unfixed materials and goods delivered upon the site and accepted by The Client for use in the Tender works.

3.17 Governing law & jurisdiction

The Tender shall be governed by the laws of India & the courts at Mumbai shall have jurisdiction on all matters connected with this Tender.

3.18 Arbitration

In the event of any dispute or difference between The Client and Tenderer whether arising during the execution or after the completion of the Tender Work or after the determination of the employment of the Tenderer under this Tender (whether by breach or in any other manner), in regard to any matter or thing of whatsoever nature arising out of this Tender or in connection therewith, then either party may give to the other party a notice in writing of such dispute or difference and the same shall be discussed and resolved amicably. In case the dispute and differences cannot be resolved within a period of 30 days, then the same shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996 by a Sole Arbitrator to be appointed by the Main Contractor. The venue of the arbitral proceedings shall be at Bangalore India and all proceedings shall be in English. The award of the arbitrator shall be final and binding on both parties.

3.19 Liquidated damages

The Tenderer shall execute the work as per the completion program given by The Client under clause 3.7 , “Time of completion”.

- a If the Work is delayed beyond the Completion Date i.e. each Milestone Date as per Schedule attached and/or delay in completion of whole of the Tender Works by the schedule Date of Completion as per Para 3.7, (due to reasons attributable to Tenderer), liquidated damages shall be levied @ 0.50% of value of the portion of work for delay of every week.

- b The total liquidated damages so levied shall be limited to a maximum of 5% (Five percent) of total Contract Value.

3.20 Virtual completion certificate

The Works shall not be considered as complete until The Client has certified in writing that they have been 'Virtually Completed'.

3.21 Scaffolding and accesses

The Tenderer shall arrange their own labour and material for erection / installation of scaffolding and all accesses as required with safety. Only steel scaffolding shall only be permitted.

The Tenderer shall provide scaffolding, staging, guardrails, temporary stairs with hand rails, sign boards that shall be required during construction or as instructed by the Main contractor. The support for the scaffolding, staging, guard rails and temporary stairs shall be strong, adequate for the particular situation.

The temporary access required during the construction shall be rigid and strong enough to avoid accidents or mishaps. The arrangement proposed shall be subjected to the approval of the Main contractor.

3.22 Disposal of debris and waste materials

Disposal of debris and waste material shall be carried out by the Tenderer at its cost at a place or location for which the Tenderer has the necessary permission from the local authorities or owner of the land etc for dumping the same. The Tenderer shall ensure that the debris and waste materials is not discharged into the neighboring plot/area under any circumstances. The Tenderer shall indemnify and keep The Client indemnified and harmless at all times from any claim, loss, damage or liability in this regard.

3.23 QA / QC

The Tenderer shall ensure to strictly follow the quality assurance and quality control procedures set out by the client. Embankment works to be carried out as per applicable Indian Standards and all the layers to be well compacted and to be tested by the Tenderer and after testing and results found OK and written permission to start the next layer is obtained from the client , then only the Tenderer shall be allowed to do the next layer of embankment. All the testing charges are borne by Tenderer and whatever help/ coordination required for testing purpose is in The Client's scope.

3.24 Third party claims and indemnities

The Tenderer shall keep The Client indemnified at all times against any liability (including) but not limited any third party liability/claim and the liability of the The Client to indemnify the Employer under the Main Contract) in so far as that liability may arise out of, in course of or by reason of the carrying out of Tender Works and is due to any negligence or willful act or omission or breach of the Tender by the Tenderer.

3.25 Insurance

"Comprehensive CAR policy shall be submitted by the Tenderer to the The Client before starting the work." The Tenderer shall obtain and maintain necessary insurances for their plant, materials, staff and workmen, including for any agencies engaged by them and shall provide

The Tenderer shall obtain and maintain necessary insurances for their plant, equipments, materials, staff and

workmen, including for any agencies engaged by them and shall provide documentary evidence of adequate coverage and shall submit a copy of the same to the Main Contractor. The Tenderer shall indemnify and save harmless the The Client and the Client against any and all claims, damage, losses, liabilities whatsoever for loss or damage to such plant, equipment, materials and/or injury or death of staff, workmen in or surrounding the Project area occurring in connection with the performance of its obligations related to Tender works.

3.26 Wastage of material

The allowable wastage on the steel shall be max. 2.5%. The wastage shall not be beyond the limit specified. The wastage beyond the permissible limit shall be deducted from Tenderer account at the Max Purchase Plus 10%.

3.27 Others

- a. Tenderer has apprised himself fully of the Site conditions and clearly understood the Scope of Work. No claims of whatsoever nature shall be entertained by the The Client on account of any reason cited by Tenderer at a later date. The Tenderer shall not sublet whole or any part of the work to any other agency, unless the same has the approval of the The Client / Employer.
- b. The Tenderer shall organize accommodation and other facilities for their staff / workmen at their own cost.
- c. The Tenderer shall provide signal man during all the time of crane operations & movement of Vehicles, trucks & tractor trolleys etc.
- d. The Tenderer shall note that during the execution of his Scope of Work, he has to interface with the other agencies executing succeeding and preceding as per The Client's schedule in a way that their work progress and sequence are not disturbed. The instructions by the site management of The Client concerning interfacing to other agencies shall be strictly followed. No claim shall be entertained due to work being executed in the above manner for Interfacing with other agencies. No claim for idling costs for men, materials and machines of the Tenderer shall be entertained.
- e. The Tenderer shall do proper maintenance and housekeeping of the site area. The working site shall be kept clean and free of obstructions for easy access to working Site and also from safety point of view . Before handing over the Works, the Tenderer shall remove all temporary structures like the site offices, labor hutments, stores, rubbish, left over materials, tools and plants, equipments etc clean and grade entire Site to the satisfaction of Main Contractor. If this is not done, the same will be got done by The Client on behalf of the Tenderer and at the risk and cost of the Tenderer for which recovery will be made from the Final bill or Retention money.
- f. This notice inviting tenders will form part of the tender document and the agreement executed by the successful Tenderer.

I/We hereby declare that I/We have read and understood the above instructions and the terms and conditions mentioned above are binding on me/us.

Signature of the Tenderer

Place :

Date :

8.0 TENDER FORM

TO,

Dear Sirs,

SUBJECT : TENDER FOR CIVIL AND INTERIORS FITOUT WORK FOR MAHARASHTRA STATE OP-OPERATIVE SUGAR FACTORIES FEDERATION LTD.

With reference to the tender invited by you for the above proposed work, I / We write this after having:

- A) Examined the designs, drawings, details, specifications to tenders, agreement and the conditions of contract annexed thereto (hereinafter called 'The Contract Documents') relating to construction.
- b) Visited and examined the site of the proposed work and
- c) Acquired the requisite information as affecting the tender.

I/We, undersigned hereby offer to provide **CIVIL& INTERIOR FITOUTWORKS** to the proposed work in strict accordance with the contract document for the consideration to be calculated in terms of the priced schedule of quantities.

I/We undertake to complete the whole of the works as per the attached schedule from the date of issue of intimation by you that our tender has been accepted and upon receiving possession of site. I/We further undertake that on failure subject to the conditions of the contract relating to extension of time, I/We shall pay agreed 'Liquidated Damages/Penalty' for the period during which the work shall remain incomplete.

I/We confirm that we shall deposit the security deposit amount of 5% of the contract value as per the terms of contract.

I/We further agree to the deduction of 10% from the 'Interim Payment' towards the 'Retention Money'.

Our Bankers are

- 1. _____
- 2. _____

Place: _____

Date: _____

Signature of Tenderer

Name of the partners of the firm:

OR

Name of the person having power of Attorney to sign the contract:

9.0 CONDITIONS OF CONTRACT

9.1 Definitions

The following terms shall have the meaning hereby assigned to them except where the context otherwise requires: -

9.1.1 THE CLIENT / EMPLOYER

Shall mean Maharashtra State co-operative Sugar Factories Federation Ltd. Sakhar Bhavan , 11th floor, Plot no 230, Nariman Point, Mumbai -400021

9.1.2 ARCHITECTS

Shall mean SSARCH INDIA, 106, Gr.floor , B wing, Express Zone, W.e. highway, Near Dindoshi Junction, Malad East, Mumbai 400 067

9.1.3 CONSULTANTS

Shall mean SSARCH INDIA, 106, Gr.floor , B wing, Express Zone, W.e. highway, Near Dindoshi Junction, Malad East, Mumbai 400 067

9.1.4 THE CLIENT / EMPLOYER

Shall mean Maharashtra State co-operative Sugar Factories Federation Ltd. Sakhar Bhavan , 11th floor, Plot no 230, Nariman Point, Mumbai -400021

9.1.5 TENDERER

Shall mean the person named in the contract for any part of the work or any person to whom any part of the contract has been awarded with consent in writing by THE CLIENT / EMPLOYER and the legal representatives, successors and assigns of such person.

9.1.6 TENDER

Shall mean and include the following:

Notice inviting tender, Tender form, General conditions of contract, General specifications, Technical specifications, Unit rate specifications, (Detailed specifications), Schedule of quantities, Drawings, Letter of Award and/or any other correspondences of negotiations.

9.1.7 SITE

Shall mean the actual place in, over or under which work is to be done, allotted by The Client / Employer for Execution of contract work.

9.1.8 WORK

Of the contractor shall mean and include materials or labor or both.

9.1.9 TENDER PRICE

Shall mean the sums referred to in the formal agreement, if any or the work order.

9.2 ASSIGNMENT AND TENDERING

9.2.1 Assignment

The Tenderer shall not assign the contract or any part thereof or any benefit or interest therein or there under without the written permission of The Client / Employer.

9.2.2 Sub-letting

The Tenderer shall not sublet the whole of the contract. The Tenderer shall not Sub-let any part of the works without the written consent of The Client and such consent, if given shall not relieve the Tenderer from any liability or obligation under the contract and the Tenderer shall be responsible for the acts, defaults and neglects of the Tenderer, his agents, employees or workmen as fully as if they were the acts, defaults or neglects of the Tenderer or his agents, servants, or workmen.

9.3 DRAWINGS

9.3.1 Issue of drawings

Shop drawings approved for construction will be issued to the Tenderer progressively during the contract period and the Tenderer shall arrange for the execution of the works and the procurement of materials accordingly. The Tenderer shall give adequate notice in writing to the The Client or his representative for any further drawings or specifications that may be required for the execution of the works or otherwise under the Tender.

9.3.2 Copies of drawings to be kept at site

One copy of the drawings furnished to the Tenderer as aforesaid shall be kept at the site and the same shall at all reasonable times be available for inspection and use by the Client or his representative and by any other person authorized by the The Client in writing.

9.3.3 Issue of further drawings and instructions

The Client shall have full power and authority to supply to the Tenderer from time to time through his representative, during the progress of the works such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the Tenderer shall carryout and be bound by the same.

9.3.4 Ownership of drawings

All drawings supplied to the Tenderer are deemed to be the property of the Client. The Tenderer agrees both on behalf of himself and his employees, and Tenderers, whether during or after completion of the contract not to divulge or use, except for the purpose of this contract, any information contained in the drawings.

9.3.5 Execution as per drawings

The Tenderer must not vary or deviate from the drawings in any respect while executing the work or executing any extra work of any kind whatsoever unless authorized by The Client /Employer.

9.3.6 Royalties and patent rights

All royalties or other sums payable in respect of the supply and use in carrying out the work as desired by or referred to in the schedule of quantities of any patented articles, process or inventions shall be deemed to have been included in the Tender sum and the Tenderer shall indemnify The Client / Employer from and against all crimes, proceedings, damages, costs and expenses which may be put by reason of the Tenderer infringing or being held to have infringed any patent rights in relation to any such articles, process and inventions.

9.3.7 As built drawings

After complete execution of work, as built drawings (6 sets), a set of soft copy in a CD, all concerned manuals, Catalogues, Guarantee cards to be submitted to the The Client /Employer. These drawings shall show the run of all pipelines with diameters, wiring access panels and other details as required by the project manger and client.

9.4 GENERAL OBLIGATIONS**9.4.1 Inspection of site etc., before submission of tender**

The Tenderer shall inspect and examine the site and its surroundings, and shall satisfy himself before submitting his tender, as to the nature of the ground, form and nature of the site, the quantities and nature of work and materials required for the completion of the works, the means of access to the site, the local labour conditions, the accommodation he may require and in general shall obtain all necessary information as to the risks, contingencies and other circumstances which may influence or affect his tender.

9.4.2 Sufficiency of tender

The Tenderer shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in the priced bill of quantities and the schedule of rates and prices, if any, with tender rates and price shall cover all obligations under the contract and all matters and things necessary for the proper completion and maintenance of the work.

9.4.3 Clarification before submitting tenders

Should the Tenderer notice any discrepancy or error in the statement made, or quantities or units shown against items, he shall immediately bring to the notice of the The Client / Employer and obtain the clarification before submitting the tender. The tender shall be based on such clarifications received and shall be recorded as such in the covering letter to the tender, failing which the The Client / Employer shall have the right to ask the Tenderer to execute the work according to the statement made or quantities or units shown in the tender, without any compensation.

9.4.4 Rates quoted for finished work

The rates quoted in the tender by the Tenderer must be for the finished work as per the drawings and specifications.

9.4.5 Location of work

Unless specifically mentioned in the item, the work described therein may be at any location or elevation.

9.4.6 Tenders open for

For example:

If your name is Suresh Gandhi and your Vodafone number is 9XXXXXX8008, then your password will be sure8008

If your name is S.K Gandhi and your Vodafone number is 9XXXXXX8008, then your password will be s.kg8008

If your name is S gAndhi and your Vodafone number is 9XXXXXX8008, then your password will be sgan8008

If your number is registered in the name of your company - Communications ltd and your Vodafone number is 9XXXXXX8008, then your password will be comm800

The tender shall remain open for acceptance for a period of “ninety days” from the date of submission of the

tender.

9.4.7 Commencement of work

The Tenderer shall commence the work at site, within “7 days” of issue of formal Letter of Award unless otherwise specified, and shall proceed with the same with due expedition.

9.4.8 Programme of work

Soon after the award of contract, the Tenderer shall submit to the The Client for his approval a programmed to match with the planned completion of the whole job showing the order of procedure and method in which he proposes to carry out the works and shall whenever required by the The Client or The Client's representative furnish further detailed programmed and particulars in writing of the Tenderer's arrangements for carrying out the works and of the constructional plant and temporary works which the Tenderer intends to supply, use or construct as the case may be. The submission to and approval, if any, by the The Client or his representative of such programs or particulars shall not relieve the Tenderer of any of his duties or responsibilities under the contract.

9.4.9 Tenderer's employees

The Tenderer shall provide and employ at site in connection with the execution and maintenance works.

only such technical assistance as are skilled and experienced in their respective fields and such sub-agents, foreman and leading hands as are competent to give proper supervision to the work they are required to supervise and,

Such skilled, semi-skilled and un-skilled labour as is necessary for the proper and timely execution and maintenance of works.

9.4.10 Removal of workmen

The Client / Employer shall be at liberty to object to and requires the Tenderer to remove forthwith from the works any person employed by the Tenderer in or about the execution or maintenance of the works who in the opinion of The Client misconducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by The Client to be undesirable and such person shall be replaced by the Tenderer without delay by a competent substitute approved by The Client /Employer.

9.4.11 Communications to be in writing

All references, communications, correspondences made by The Client /Employer, The Client representative or the Tenderer concerning the works shall be in writing and no reference, communication, or complaint which is not in writing, shall be recognized.

9.4.12 Occupation and use of land

No land, building belonging to or in the possession of the The Client / Employer shall be occupied by the Tenderer. The Tenderer shall not use, or allow to be used, the site for any purpose other than that for executing the works.

9.4.13 Construction of site shed

Any site shed, proposed to be temporarily constructed by the Tenderer for his office work, storage of materials etc., shall conform to the standard sketch, or to the plan approved by the Main contractor

/Employer. Permission for the construction of such shed shall be obtained in writing.

9.4.14 Materials, tools and plant

All materials required for the execution of the works unless otherwise mentioned explicitly shall be supplied by the Tenderer. Materials so supplied shall have the approval of the The Client before using

on the works. “ The Tenderer is libel to set up the office as per the direction of the Project Manager at it’s own cost(NO EXTRA CLAIM SHALL BE PAYABLE).” All the rejected materials shall be removed at once from the site of work at the Tenderer's own cost.

9.4.15 Setting out

The Tenderer shall be responsible for the true and proper setting out of the works and for the correctness of the positions, levels, dimensions and alignment of all parts of the works and for the provision of all necessary instruments, appliances and labour in connection therewith. If at any time during the progress of the works any error shall appear or arise in the position, level, dimensions or alignment of any part of the works, the Tenderer on being required to do so by The Client representative, shall at his own cost rectify such error to the satisfaction of The Client or his representative. The checking of any setting out or of any line or level by The Client or his representative shall not in any way relieve the Tenderer of his responsibility for the correctness thereof. The Tenderer shall provide all necessary instruments, appliances and labour required by The Client or his representative for checking, if any, of the setting out. The Tenderer shall carefully protect and preserve all benchmarks, site levels, pegs and other things used in setting out the works. The rates quoted for the work shall also include the cost of reference and level pillars and their dismantling, when no longer required.

9.4.16 Damage to persons and property

The Tenderer shall indemnify and keep indemnified The Client /employer against all losses and claims for injuries or damages to any person or property whatsoever which may arise out of or in consequence of the construction and maintenance of works and against all claims, demands, proceedings, damages, costs, charges, expenses, whatsoever in respect thereof in relation thereto.

9.4.17 Co-operation with other agencies

The Tenderer shall co-operate with the work of other agencies or Tenderers that may be employed or engaged by The Client / employer and as far as it relates to the Tenderer's work. The sequence of work shall be so arranged that the works of other agencies are also in progress simultaneously.

9.4.18 Barricading around excavated trenches etc.

The Tenderer shall at his own cost provide around excavation temporary barricading with ballads and bamboos with warning signals during day and night and shall maintain it so long as the trenches are not filled up. Similar barricades shall also be provided at all dismantling work, erection or structural, sheeting work, works at all levels for works near shafts, edges of floors etc. No extra claim shall be entertained for providing, maintaining and removing such barricades.

9.4.19 Fabrication drawings

Tenderer shall prepare at his own cost fabrication drawings of major equipments and submit them to the Main contractors for their approval at least before 15 days of commencing the fabrication. All the details like sizes, capacities, dimensions, arrangement of fabrication etc., should be clearly indicated on these draw
PROTECTION OF EXISITING/ RETAIN OFFICE AND SERVICES

The Tenderer must take precautionary measures to protect the existing office and services lines, viz. cables,

water etc., and observe any specific instructions which may be given in this regard by the client.

9.4.20 Work in or around operating existing /retain offices etc.

Where the work is being carried out in or around an existing office where the office must run uninterrupted, the Tenderer shall work only at specified places and times as mutually arranged between the Tenderer and The Client /employer. Similar arrangement must be made while executing works inside the offices, buildings, etc., without causing disturbance to the office work. For this the work may be required to be done during off-hours and Sundays. No extra claims will be allowed beyond the rates quoted for doing work in the manner described above.

9.4.21 Work in shifts and off-days

The Tenderer shall work in one or more shifts as also on Sundays and off days to complete the work in time, if so required by The Client for which The Client /employer shall not be liable to pay any extra. If instructed by The Client /Employer, the Tenderer should carry out the work at night also and shall take all precautions not to disturb the neighbors. All statutory requirements shall be taken care by the subcontractor.

9.4.22 Civil works

Civil works like dismantling, chipping & plastering small patches shall be in the scope of Tenderer. Scaffolding if required shall be in the scope of the Tenderer. Chasing, drilling holes, packing etc for conducting, piping etc. shall be done by the Tenderer. His rates shall be inclusive of these works and shall not claim extra for the same.

9.4.23 Site order book

A site order book must be maintained and always be available at site to record the instructions by The Client or his representative. The Tenderer must see that the instructions noted therein are properly carried out.

9.4.24 Delay in obtaining materials supplied by the employer

If, The Client / employer has undertaken to supply any material specified in the special conditions at rates and conditions cited therein, the Tenderer shall keep himself in touch with day-to-day position regarding the supply of materials from The Client / employer and so adjust the progress of the works that labour may not remain idle nor there be any other claim due to or arising from delay in obtaining the materials.

9.4.25 Record of materials supplied by the employer

The Tenderer shall maintain an account of different materials obtained from The Client /employer for executing the works under the contract. The Client shall have the right to check the position of materials at all times.

9.4.26 Safe storage of materials

The Tenderer shall be responsible for the safe storage of materials supplied by the Client /employer for execution of the works. Surplus materials or materials lost or damaged or unaccounted for or made unserviceable by the Tenderer shall be charged at twice the prevailing market price.

9.4.27 Materials supplied by the employer

All those materials which are to be supplied by The Client /employer shall be supplied at the site of work. Tenderer shall unload these materials and carry it to his place of storage at his own cost soon after reaching the site as per the agreement.

9.4.28 Site to be kept clear

The dust and dismantled debris shall be removed to a place as directed by The Client at no extra cost.

9.4.29 Conflict in meaning between schedule of rates & specifications

The schedule of rates shall be read in conjunction with the specifications, and in the event of conflict in meaning between the two, the corresponding item in the unit rate specification shall always have precedence over the specifications.

9.5 LABOUR**9.5.1 Labour rules**

In respect of all labour directly or indirectly employed on the works by the Tenderer, the Tenderer shall comply with the provisions of the contract labour (Regulation and Abolition) Act 1970, Minimum Wages Act 1948, Payment of Wages Act 1936 and any amendments thereof and all legislation and rules of the state and/or Central Government or other local authorities, framed from time to time, governing the protection of health, sanitary arrangements, wages, welfare and safety for labour employed on building and construction works and for bonus, retirement benefits, retrenchment/lay off, compensation and all other matters involving liabilities of employers to employees. The rules and the other statutory obligations with regard to fair wages, welfare and safety measures, and maintenance of register etc., will be deemed to be part of the contract.

9.5.2 Reporting accident of labour

The Tenderer shall be responsible for the safety of all employees and/or workers employed or engaged by him on and in connection with the works and shall forthwith report all cases of accidents to any of them, however caused and whenever occurring, to The Client or his representative and shall make every arrangement to render all possible assistance and aid to the victims of the accident.

9.5.3 PROVISIONS OF WORKMEN'S COMPENSATION ACT

The Tenderer shall at all times indemnify and keep indemnified the The Client /employer against all claims for compensation under the provisions of the Workmen's Compensation Act 1923 or any other law for the time being in force by or in respect of any workmen employed by the Tenderer in carrying out the contract and against all cost and expenses or penalties incurred by the The Client employer in connection therewith. In every case in which, by virtue of the provision of the said Act, the The Client is obliged to pay compensation to a workmen employed by the Tenderer in executing the works, the The Client shall recover from the Tenderer the amount of the compensation so paid and without prejudice to the rights of the The Client /employer under the said Act. The Client /employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any amount due by the The Client / employer to the Tenderer, whether under this contract or otherwise without prejudice to any other remedy that may be available to The Client /employer in law. The Client /employer shall not be bound to contest any claim made against it under the said Act, except on the written request of the Tenderer and upon his giving to the Client /employer full security for all cost for which The Client /employer might become liable in consequence of contesting such claim.

9.5.4 Accident or injury to workmen

The Client /employer shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the Tenderer or his Tenderers, and the Tenderer shall indemnify and keep indemnified The Client / employer against all such damages and compensation and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

9.5.5 Provisions of mines act

The Tenderer shall observe and perform all the Provisions of the Mines Act 1952 where applicable or any statutory modifications thereof and shall indemnify and keep in the indemnified the main contractor /employer from and against any claim under the said Act.

9.5.6 Preservations of peace

The Tenderer shall take requisite precautions to prevent any riotous or unlawful behavior by or amongst his workmen and/or others employed on the works by him, for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the works.

9.5.7 Age limit of labour

The age limit for employment of labour shall be 18 years and above as per Child labour Act-1986 and in strict accordance with the existing labour legislation. If female labour is engaged, the Sub-Contractor shall make necessary provisions at his own expense for safeguarding and care of their children and keeping them clear of the Site. No children shall be permitted on the Site.

9.5.8 Labour employed

The Tenderer, if required by the main contractor, shall submit reports in detail in such form and that such interval as The Client may prescribe showing number of different classes of labour employed on the works from time to time by the contractor.

9.5.9 Observance by sub - contractor

The Tenderer shall be responsible for the observance of the provisions of aforesaid clauses by the Tenderers employed by him in the execution of the contract.

9.6 MATERIAL TESTS AND WORKMANSHIP**9.6.1 Quality of materials, workmanship and tests**

All materials and workmanship shall be of the respective kinds described in the contract and in accordance with The Client /employer or their representative's instructions and shall be subjected, from time to time, to such tests as The Client or his representative may direct at the place of manufacture or fabrication or on the site or at all or any of such places. The Tenderer shall provide such assistance, instruments, machines, labour and materials, as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any material used and shall supply samples of materials before incorporation in the works for approval as may be required by The Client /employer.

9.6.2 Construction of prototypes or samples of work

The Tenderer shall construct prototypes or samples of work as laid down in the contract or as instructed by the main contractor. Such prototypes or samples of work, after approval by the Main contractor, shall serve as the standards to be achieved in the final construction.

9.6.3 Cost of samples

All samples shall be supplied by the Tenderer at his own cost.

9.6.4 Cost of tests

The cost of conducting tests on materials supplied by Tenderer as per specifications shall be borne by the Tenderer.

Tenderer should arrange for all instruments and equipment that may be required for conducting tests. Equipment brought for testing should be calibrated on regular basis and proof for the calibration should be provided to The Client /Employer.

9.6.5 Inspection of operation

The Main client/employer or their representative shall at all times have access to the works and to the site and to all workshops and places where materials, manufactured articles or machinery are being obtained for the works and the Tenderer shall afford every facility or any assistance in obtaining the right to such access.

9.6.6 Examination of work before covering up

No work shall be covered up or put out of view without the approval of The Client or The Client representative and the Tenderer shall afford full opportunity to The Client or The Client representative to examine and measure any work which is about to be covered up or put out of view. The Tenderer shall give due notice to The Client representative wherever any such work is ready or about to be ready for examination and The Client representative shall without unreasonable delay, unless he considers it is unnecessary and advises the Tenderer accordingly, attend for the purpose of examining and measuring such work.

9.6.7 Uncovering and making opening

The Tenderer shall uncover any part or parts of the works or make openings in or through the same The Client may, from time to time, direct and shall reinstate and make good such part or parts to the satisfaction of the client. If any such part or parts have been covered up or put out of view after compliance with the requirements of clause 4.6.6 hereof and found to be executed in accordance with the contract the expenses of uncovering, making openings in or through, reinstating and making good the same shall be borne by The Client /employer, but in any other case all such expenses shall be borne by the Tenderer and shall be recoverable from him by The Client /employer and deducted by The Client /employer from any money due or which may become due to the Tenderer, without prejudice to any other remedy that may be available to The Client /employer in law.

9.6.8 Removal of improper work and materials

The Client or his representative shall during the progress of the works, have power to order in writing from time to time:

- a) The removal from the site within such time or times as may be specified in the order of any materials which in the opinion of the main contractor/employer or his representative are not in accordance with the contract.
- b) The substitution of proper and suitable materials.
- c) The removal and proper re-execution notwithstanding a previous test thereof or interim payment therefore of a work which in respect of materials or workmanship is not in the opinion of the or his representative in accordance with contract.

9.6.9 Suspension of work

The Tenderer shall, on the written order by The Client /employer suspend the progress of the works or any part thereof for such time or times and in such manner as The Client /employer may consider necessary and shall during such suspension, properly protect and secure the work, so far as is necessary in the opinion of

the main contractor/employer.

9.7 TIME OF COMPLETION AND TAKING OVER

9.7.1 Possession of site

Save in so far the contract may prescribe the extent of portions of the site of which the main contractor /employer is to be given possession from time to time and the order in which such portions will be available to him and subject to any requirement in the contract as to the order in which the work shall be executed, The Client /employer shall give to the Tenderer possession of so much of the site as may be required to enable the Tenderer to commence and proceed with the execution of the works in accordance with such reasonable proposals of the Tenderer as he will make in writing to the main contractor/employer and shall, from time to time as the work proceeds give the Tenderer possession of such further portions of the site as may be required to enable the Tenderer to proceed with the execution of the works in accordance with the said programmed or proposal.

9.7.2 Time of completion

Time is deemed to be the essence of this contract and the whole of the works shall be completed within the time stipulated or within such extended time as has been allowed under clause 2.36.

9.7.3 Extension of time of completion

Should the amount of extra or additional work of any kind or changes in scope of work or other special circumstances of any kind whatsoever which may occur, be such as fairly to justify the Tenderer's request for extension of time for the completion of the works the main contractor/employer shall determine the amount of such extension and with the approval of The Client /employer shall intimate the Tenderer in writing provided that The Client /employer is not bound to take into account any extra or additional work or other special circumstances unless the Tenderer has within 15 days, after such work has been commenced or such circumstances have arisen, submitted to The Client /employer full and detailed particulars of any request to the extension of time to which he may consider to be justified.

9.7.4 Extension of completion time due to strike, fire, etc.

If in the opinion of the main contractor/employer the progress of the work has at any time been delayed by strikes, fire, etc., beyond the control any unavoidable circumstances as agreed/accessed by The Client then the time of completion of the work may be extended for such reasonable time as the main contractor/employer may decide and this will be indicated in writing.

9.7.5 WORK TREATED AS COMPLETE

The works shall not be treated as complete until:

- a) The site is clear from all materials, site shed, etc., and The Client /employer is satisfied with the job done by the Tenderer.
- b) The Tenderer has submitted the reconciliation statement regarding the stores received from The Client / employer, hand all the surplus and salvaged materials are returned to the stores.
- c) All equipment, tools, plant taken from the The Client /employer has been returned by the Tenderer.
- d) Any other material, taken on loan/transfer from other agency has been returned by the Tenderer.
- e) All power and water supply connections taken for the execution of the works have been disconnected by

the Tenderer.

- f) Rectification of any damage done by the Tenderer to the work executed has been satisfactorily done by the Tenderer.
- g) The Client /employer have certified in writing that they have been virtually completed and the Defects Liability Period shall commence from the date of such certificate.
- h) “ READY TO MOVE FOR THE Employer’s REQUIRMENTS.”

9.7.6 Taking over

After completion of works or any substantial part of the works before the completion of the whole of the works, the Tenderer shall notify the The Client /employer in writing, who within 15 days of receipt of the said notice shall give such certificate with respect to any substantial part of the works which has been both completed to the satisfaction of the The Client /employer and occupied or used by the The Client / employer or refuse to issue the same stating the reasons thereof in writing. When any such certificate is given in respect of a part of the works, such part shall be considered as completed for the purpose of taking over and computation of the period of maintenance of such part, that is, such period shall commence from the date of completion of such part of the works as certified. The works in whole or

part shall not, however, be treated as completed for the purpose of other relevant clauses hereof unless and until the provisions of clause 4.7.5 hereof are fully complied with.

9.7.7 Maintenance

For a period of Twelve Months (12 Months) commencing immediately after taking over of the work by The Client /employer, the contractor’s liability shall be to replace the defective parts, rectify / reconstruct the defective work that may develop of his own execution or those of his Tenderers approved by the The Client / employer (under clause 2.42) arising solely from faulty materials or workmanship.

If it is necessary for the Tenderer to rectify/reconstruct any defective portions of the work under the contract, the provision of this condition shall apply to the portions of work so replaced or renewed until the expiration of three months from the date of such replacement or renewal or until the end of the above mentioned period of twelve months, whichever may be later. If any defects be not remedied within a reasonable time The Client / employer may proceed to do the work at Tenderer's risk and expense, but without prejudice to any other rights which the main contractor /employer may have against the Tenderer in respect of such defects.

The Tenderer shall bear the cost of such repairs/rectification carried out on his behalf at site. Immediately upon expiry of the defects liability period, The Client /employer shall issue a final certificate indicating that the Tenderer has completed his obligation under the contract.

4.8.0 FORCE MAJEURE

The right of the Tenderer to proceed with the work shall not be terminated because of any delay, subject to the time limits set forth in this Clause, in the execution of the work due to unforeseeable causes beyond the control and without the fault or negligence of the Tenderer, or the Tenderers, defined under Force Majeure, as Acts of God, or that of the public enemy, restraints of Governing states, fires, floods and unprecedented extreme weather.

In the event this Contract is so terminated, the Tenderer shall be paid for the costs of the Work actually executed up to the date of termination. Such costs shall not include for loss of profits or for any other expenses of the Tenderer such as salaries or wages of the employees or workers, hire charges for plant and machinery, expenses towards maintenance of establishment, or any other expense. Failure to agree on an equitable

settlement shall be deemed to be a dispute.

4.8.1 Suspension of works

The Tenderer shall, on receipt of the order in writing of the Engineer-in-charge, suspend the progress of the Works or any part thereof for such time and in such manner as the Engineer-in-charge may consider necessary for any of the following reasons:

- On account of any default on the part of the Tenderer; or
- For proper execution of the Works or part thereof for reasons other than the default of the Contractor; or
- For safety of the Works or part thereof.

The Tenderer shall, during such suspension, properly protect and secure the Works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-charge.

If the suspension is ordered for reason (ii) in sub-Para (a) above.

The Tenderer shall be entitled to an extension of time to be mutually agreed upon.

4.8.2 Termination of the contract by the owner

If the Tenderer shall be adjudged bankrupt or if he should make a general assignment for the benefit of his creditors, or if a receiver shall be appointed on account of his insolvency, or if he should persistently or repeatedly refuse to carry out the work diligently, or if he should fail to provide enough properly skilled workmen or proper materials or equipment or plant and machinery or tools or anything else necessary for the progress of the works in accordance with the approved Construction Programme, or if he should fail to make prompt payments to Tenderers or to suppliers for materials or equipment or to his workers, or if he should persistently disregard laws or ordinances or instructions of the Engineer-in-charge, or if he should be guilty of a Violation of breach of any provision of the Contract, or if he has abandoned the Contract, or if he has failed to commence the works, or if he has suspended the Works, then the Engineer-in-charge on the basis that sufficient cause exists to justify such action, may without prejudice to any other right or remedy and after giving the Tenderer seven days notice in writing, terminate the employment of the Tenderer and take possession of the premises and of all materials, equipment, tools, and plant and machinery thereon and use these as The Client's property for the completion of the Works. In such case the Tenderer shall not be entitled to receive any further payment until the work is completed. If the amount due to the Tenderer for the work carried out by him as per the Contract terms exceeds the expenses, including for additional management and administrative services, for completing the Works and in respect of the damages and / or losses suffered by The Client due to the Tenderer's default, then such excess shall be paid to the Tenderer within three months of the Final Completion of the Works. If such expenses for completing of the Works and in respect of the Damages and / or losses suffered exceed such amount due then the Tenderer shall pay the difference to The Client within one month of receiving the notification to that effect from The Client / Engineer-in-charge. The expenses incurred by The Client / Engineer-in-charge for completing the Works and in respect of the damages and / or losses suffered by him due to the Tenderer's default, shall be certified by the Engineer-in-charge and his decision on this matter shall be final and binding on the Tenderer.

If the Tenderer has abandoned the contract or has failed to proceed with the work with due diligence or the progress of any particular item or items is slow or he has failed to execute the work in accordance with the specifications, neglected to carry out his obligation under the contract, then it shall be lawful for the employer to terminate the contract forthwith under written notice and to proceed with the balance of the work through any other agencies. During the course of execution of the job, in case the Tenderer has done any substandard work, he shall be asked in writing to dismantle and re-do the same at his own expenses. If the Tenderer fails to comply with the above instructions immediately, then The Client / employer shall proceed with the above

rectification work, through another agency or agencies. Similarly, if the Tenderer goes slowly on any particular item or items of work, The Client / employer shall have the right to execute this item or items through another agency or agencies, including its own department.

4.8.3 Back charging the contractor

Extra cost and expenses incurred for completing the work or balance work or carrying out the rectification of any work as mentioned above through another agency or agencies including its own department shall be debited to Tenderer's account and shall be recovered from any money due or that may become due to the Tenderer without prejudice to any other remedy that may be available to the employer in law.

4.9 ALTERATIONS, ADDITIONS AND OMISSIONS

4.9.1 Variation

The Tenderer with the approval of The Client / employer shall be entitled to make any variation of the quality or quantity of the works or any part thereof that may in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion be desirable, he shall have power to order the Tenderer to do and the Tenderer shall do any of the following:

- a) Increase or decrease the quantity of any work included in the contract.
- b) Omit any portion of work.
- c) Change the character or quality or kind of any such work.
- d) Change the levels, lines, position and dimensions of any part of the works and,
- e) Execute additional work of any kind necessary for the completion of the works, and no such variation shall in any way initiate or invalidate the contract but the value, if any, of all such variations shall be taken into account in ascertaining the amount of the contract price.

4.9.2 Orders for variations to be in writing

No such variation shall be made by the Tenderer without an order in writing of the main contractor/employer. Provided that no order in writing shall be required for increase or decrease in the quantity of any item of work where such increase or decrease is the result of the actual quantities exceeding or being less than those stated in the bill of quantities which are estimates. In such cases, the Tenderer shall be paid only for the actual quantity of work done as certified by The Client /employer at the accepted unit item rates and no compensation shall be allowed. Provided also that if for any reason The Client / employer shall consider it desirable to give any such order verbally, the contractor shall comply with such order but it must be followed by confirmation in writing of such verbal order given by The Client / employer, which shall be deemed to be an order in writing within the meaning of this clause.

4.9.3 Extra items

If the Tenderer has been asked to execute any such item/work in course of execution of works for which the tender rates have not been quoted by him, he must undertake such work. The rates for such additional work shall be determined by The Client / employer on the following lines, in the order of preference:

- a) The rate to be derived from any one of the quoted rates for similar items of work in the tender.
- b) Rates based on actual observation and/or analysis of labour and materials involved in such items. For this

purpose the contractor shall submit to The Client / employer detailed analysis of the rate proposed by the Tenderer supported by relevant vouchers. While fixing rates for extra items an allowance of 10% of the cost will be provided towards Tenderers overheads, profits and establishments taken together. Taxes applicable will be extra.

- * or Refer to the schedule of rates of CPWD (Latest Revisions) / Schedule of rates of the concerned State Govt. Authority + 10% Contractor's Profit or Overheads."

4.9.4 Rebate/extra over original item

If there is a deviation in the specification of particular item of the tender, rebate/extra over the quoted rate shall be generally derived as follows:

For items not covered in the schedule, rebate/extra shall be derived based on observation/analysis of labour and materials involved in such items and shall be decided by the Engineer-in-charge deployed by the The Client / Employer.

4.9.5 Items of ad-hoc nature

The Tenderer shall procure necessary materials and carry out miscellaneous work of ad-hoc nature specifically provided with necessary tools and tackles as may arise during execution of the contract. The actual quantum of work shall be certified and settled by The Client and payment for the same shall be fixed on the basis of actual cost plus overheads, profits and establishments taken at 10% of the cost

.(TO BE INCORPORATED WITH THE ITEM NO 4.9.3)

4.9.6 Claims

The Tenderer shall send to The Client representative an account, giving full and detailed particulars with proper analysis of all claims for any additional expense to which the Tenderer may consider himself entitled and of all extra items of work ordered by the main contractor, which he has executed, within 15 days of execution of such work, and no claim for payment for any such work will be considered which has not been included in such particulars. Provided always that The Client shall be entitled to authorize payment to be made for any such work notwithstanding the Tenderer's failure to comply with this condition, if the Tenderer has at the earliest practicable opportunity notified The Client in writing that he intends to make a claim for such work.

4.10 MEASUREMENTS

4.10.1 Quantities

The quantities set out in the bill of quantities are the estimated quantities of the work. They are not to be taken as the actual and correct quantities of the works to be executed by the Tenderer in fulfillment of his obligations under the contract.

4.10.2 Works to be measured

The Client shall, except as otherwise stated, ascertain and determine by measurement the value in terms of the contract. He shall, whenever requires any part or parts of the works to be measured, give notice to the Tenderer/ authorized agent or representative, who shall forthwith attend or send a qualified agent to assist The Client or his representative in making such measurement, and shall furnish all particulars required by either of them. Should the Tenderer not attend or neglect or decides not to send such agent, then the measurement made by The Client or approved by him, shall be taken to be the correct measurement of the work.

4.10.3 Method of measurement

The works shall be measured net in accordance to relevant BIS codes notwithstanding any general or local

custom, except where otherwise specifically described or prescribed in the contract.

4.10.4 Provisional sums

"Provisional Sum" means a sum included in the contract and so designated in the bill of quantities for execution of works or the supply of goods, materials or services or for contingencies, which sum may be used, in whole, or in part, or not at all, at the direction or discretion of the main contractor. The contract price shall include only such amounts in respect of the work, supply or services to which provisional sums relate as The Client /employer shall approve or determine.

The Tenderer shall when required by the main contractor/ his representative, produce all quotations, invoices, vouchers, and accounts or receipts in connection with expenditure in respect of provisional sums.

4.11 SETTLEMENT OF DISPUTES

4.11.1 Matter to be settled by the client / employer

All disputes and differences of any kind whatsoever arising out of or in connection with the contract whether during the progress of the works or after their completion shall be referred by the Tenderer to The Client / employer and The Client / employer shall within a reasonable time after their presentation make and notify decisions thereon in writing.

The decisions, directions, clarifications, measurements, drawings and certificates with respect to any matter the decision for which is specially provided for by these or other special conditions to be given and made by The Client / employer are matters which are referred to hereinafter as expected matters and shall be final and binding upon the Tenderer and shall not be set aside on account of non-observance of any formality, any omission, delay or error in proceeding in or about the same or on any other ground or for any reason and shall be without appeal.

In the event of any dispute or difference between the parties here to as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute of difference on any account or as to the withholding by The Client /employer of any certificate to which the Tenderer may claim to be entitled to or if the Client / employer fails to make a decision within a reasonable time, then and if any such case, but except in any of the excepted matters referred to in the above clause, the Tenderer after 90 days of his presenting his final claim on the disputed matters, may demand in writing that the dispute or difference be referred to arbitration. Such demand for arbitration shall specify the matters which are in question, dispute or difference, and only such dispute or difference other than excepted matters of which the demand has been made and no other dispute or difference shall be referred to the arbitration of an officer of The Client /employer. The provisions of the Indian Arbitration and Conciliation 1996 for the time being in force or of any other Act of the legislature passed in substitution thereof or modifications thereof and for the time being in force shall apply to such arbitration.

4.11.2 Arbitration

In the event of any question or dispute arising under these conditions or any special conditions of contract or in connection with this contract (except as to any matters the decision of which is specially provided for by these conditions), whether during the progress of work or after their completion and whether before or after the determination, abandonment or breach of contract, the same shall be referred to the award of an Sole arbitrator to be nominated by The Client /Employer from a panel of names of three persons provided and the decision of the arbitrators, shall be final and conclusive as per the Indian Arbitration and Conciliation Act, 1996, and of the Rules there under and statutory modification thereof shall be deemed to apply to and be incorporated in this contract.

The venue of the arbitration proceedings, unless otherwise mutually agreed upon shall be at Bangalore, India and all proceedings shall be in English.

The cost of and incidental to the arbitration proceedings and award respectively shall be the discretion of the arbitrators and the umpire as the case may be. The award of the arbitrator or umpire as the case may be shall be final and binding on all the parties. Provided however, The Client /Employer shall not withhold any payments due to the Tenderer in any way delay the carrying out of the works by reason of any such matter, question or dispute having been referred to arbitration. The Tenderer shall proceed with the work with due diligence and shall until the award of the arbitrators or the umpire as the case may be, be published abide by the decision of The Client / employer and no award of arbitrators or umpire shall relieve the Tenderer of his obligation to adhere strictly to The Client instruction with regard to the actual carrying out of the works.

4.12 NOTICES

4.12.1 Service of notice on Tenderer

All certificates, notices or written orders to be given by The Client / employer to the Tenderer under terms of the contract shall be served by sending by post or delivering the same to the Tenderer's place of business or such other address as the Tenderer shall nominate for this purpose.

4.12.2 Service of notice on the client / employer

All notices to be given to The Client / employer under the terms of the contract shall be served by sending by post or delivering the same to The Client / employer's address.

4.13 Labour sheds and housing

Tenderer to note that his or his Tenderer's skilled and/or un-skilled workers shall not be permitted to live within the project site premises and as such shall not put up any structure for purposes of living.

4.14 Proprietary of executed work

All executed work, whether in part or in whole, shall be the exclusive property of The Client / Employer. The Tenderer or any of his Tenderers or their employees or workmen shall not be entitled to the use of any such work except for the purpose of carrying out under the Contract. The Client / Employer shall have the right to occupy and take over the works or any part thereof at any time during the progress of the Works or upon their completion, irrespective of any pending claims or disputes that the Tenderer may have against The Client / Employer.

4.16 Indemnity

The Tenderer shall indemnify The Client / Employer from and against all actions, suits claims and demands brought or made against The Client / Employer in respect of any matter or thing done or omitted to be done by the Tenderer or any of his Tenderer(s) or nominated Tenderer(s) or their employees or workmen in the execution of or in connection with the Works of this Contract and against any loss or damage to the The Client / Employer in consequence of any action or suit being brought against the Tenderer or any of his Tenderer(s) or nominated Tenderer(s) or their employees or workmen for anything done or omitted to be done in the execution of the Works under this Contract.

4.17 Guarantees

Besides the guarantees required and specified elsewhere in the Contract Documents, the Tenderer shall in general guarantee all work executed by the Tenderer and the Tenderers and nominated Tenderers for a period of one year from the date of issue of the Virtual Completion Certificate. Those parts of the Works or equipment or installations, for which extended guarantee periods are stipulated elsewhere in the Contract Documents, shall be guaranteed for such periods that are so stipulated. The duration of the Defects Liability period, unless specified otherwise, shall be the extent or length of such guarantee periods.

Where, during such guarantee periods as mentioned above, any material or equipment or workmanship or

generally any item of work fails to comply or perform in conformity with the requirements stipulated in the Contract Documents or in accordance with the criteria and provisions of the guarantee, the Tenderer shall be responsible for and shall bear and pay all costs and expenses for replacing and/ or rectifying and making good such materials, equipment, workmanship, and items of work and, in addition, the Tenderer shall be also responsible for and shall bear and pay all costs and expenses in connection with any damages and / or losses suffered as a consequence of such failure.

All guarantee required under the Contract shall be in the format approved by The Client and submitted to The Client / Engineer-in-charge by the Contractor when requesting certification of the final bill.

5.0 GENERAL SPECIFICATIONS

MATERIAL & WORKMANSHIP - GENERAL

5.1 General specification

These GENERAL SPECIFICATIONS should be read along with the relevant specifications, referred to in the detailed specification, applicable to the work in addition to specifications given below and the drawings mentioned in these documents shall be deemed to apply to the works unless mentioned otherwise in the tender documents, in which case the provisions in the tender document shall take precedence.

5.2 Drawings, instructions & measurements

The Tenderer shall strictly adhere to the working drawings or detail drawings and written instructions of The Client / Employer. No working drawing or detail drawing shall be scaled. Figured dimensions alone shall be followed. Measurements shall be recorded of the actual work done. However, the quantum of work over and above that indicated in the working of detail drawings shall not to be recorded unless the same is brought to the notice of The Client / Employer.

5.3 Testing of works and materials

If required by The Client / the Tenderer shall arrange to test materials and portions of the work in order to prove their soundness and sufficiency. If, after any such test and in the opinion of The Client the materials or workmanship is found defective or unsound, the Tenderer shall pull down and re-execute the same at his own cost. All materials deemed defective in the opinion of The Client / Employer shall be removed from the site immediately.

5.4 Clearing the site

The "SITE" as indicated in the plan shall be cleared of all obstacles, loose boulders or stones and materials, ash and rubbish of all kinds as well as brushwood. All holes and hollows, whether originally existing or produced by removal of loose stones or brushwood shall carefully be filled up with earth, well rammed and leveled. The maximum cutting or filling being 1'-0", no extra payments shall be made for the same.

5.5 Site cleanliness

The Tenderer shall see that the site always remains in a presentable condition during the execution work. The construction work should display a marked degree of discipline. On completion of the work, the Tenderer shall at his own expense, remove all surplus materials, debris and rubbish of every description from the buildings, and site and shall find a place for depositing the same. He shall remove all paint and whitewash stains etc., and shall leave everything clean, watertight and perfect to deliver the buildings fit for occupation.

5.6 Materials and workmanship

The whole of the materials used on the work shall be new and of the best quality of their respective kind. Other articles, tool, plants shall be the best of the several kinds available in the market and shall be used in

the best, most workmanlike, and most substantial manner to the complete satisfaction of The Client / Employer.

5.7 Samples of material

The contractor shall deposit at the office of The Client for their approval samples of the materials proposed to be used in the works, at least 15 days before placing the order supply, and the bulk shall be equal in every respect to the approved samples deposited.

5.8 Skillful work - people to be employed

The Tenderer shall employ only experienced competent, skillful work-people to do the work and whenever The Client inform him in writing that any man on the work, is in their opinion, unsatisfactory, or incompetent or dishonest or untruthful or disorderly or otherwise unsuitable, such men shall be discharged from the work and shall not be employed again on the job.

10.0 SPECIAL CONDITIONS OF CONTRACT**1.1 General**

SPECIAL CONDITIONS OF CONTRACT shall be read in conjunction with GENERAL CONDITIONS OF CONTRACT and both form an integral part of contract. Where the two are at variance, the conditions stipulated in this as SPECIAL CONDITIONS shall supersede relevant GENERAL CONDITIONS.

1.2 Rates

Tenderer to quote his rates in Indian Rupees.

2 BILLING, CERTIFICATION & PAYMENT OF BILLS**2.1 Billing**

The Tenderer shall prepare measured interim bills and submit the same as mentioned in -2.37---of Appendix-A and submit the bill to The Client for checking and issue of Interim Certificates.

IMPORTANT NOTE:-

2.2 All Items should be taken prior approval before ordering.

2.3 Any quantity deviated to be informed in advance.

2.4 Any non tender item should take prior approval before ordering.

2.5 All Materials should be brought to site in appropriate time.

2.6 Any material brought to site before appropriate time will not be certified.

2.7 Client has got rights to supply any material.

2.8 Payment of running bills

The Tenderer shall be paid by the employer from time to time in installments under interim certificates to be issued by The Client to the Tenderer on account of the works executed when in the opinion of The Client work of approximate value named in Appendix-A as "Running Bill Payments", (or less at the reasonable discretion of the Main contractor) has been executed in accordance with this contract, subject however, to a retention of the percentage of such value named in the Appendix-A hereto as "Retention Money".

The Tenderer shall submit all bills in the format approved by the The Client duly supported by detailed measurements and the charges in the bills shall always be entered at the rates specified in the contract or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

The Tenderer shall be paid the net amount as under after inspection of the quality & quantity by the authorized person.

“ The Client reserves the right to appoint the qualified Technical/ non technical staff of required relevant experience (If required and not appointed by Tenderer even after verbal/ written notices) , and the salary of such appointed staff as per the market rates shall be deducted from Tenderer's R. A. Bills. (NO EXTRA CLAIM SHALL BE ENTERTAINED.

2.9 Release of retention money & security deposit

When the works have been virtually completed and The Client have certified in writing that they have been completed, the Tenderer shall be paid by The Client / employer in accordance with the certificate to be issued by the Main contractor, half of the "retention amount.

The Tenderer shall be entitled to the payment of the final balance in accordance with the Final Certificate to be issued in writing by The Client at the expiration of the period referred to as "The defects liability period", in Appendix-A hereto from the date of virtual completion or as soon after the expiration of such period as the works shall have been finally completed and all defects made good according to the true intent and meaning hereof whichever shall last happen, provided always that the issue by The Client of any certificate during the progress of the works, or after their completion shall relieve the Tenderer from his liability under defects after completion clause in case of fraud, dishonesty or fraudulent concealment relating to the works or materials or any matter dealt with in the certificate and in case of all defects and insufficiencies in the works or materials which a reasonable examination would not have disclosed. No certificate of the Tenderer shall itself be of conclusive evidence that any works or materials to which it relates are in accordance with the contract. The Client shall have power to withhold any certificate if the works or any part thereof is not being carried out to their satisfaction. The performance deposit shall be released after successful completion of defects liability period.

2.10 Material tests

The Tenderer shall provide such assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing.

The Tenderer shall maintain a record of all the test results in an approved format and periodically submit the same for The Client's /employer's scrutiny.

2.11 Plant, machinery, equipment and man power

The Tenderer is obliged to furnish to The Client / employer detailed list of equipment, plant, machinery & personnel proposed to be deployed in this project.

All the tools, tackles, plant, machinery or equipment including all survey equipments required for the installation /erection, consumables (including for Defects Liability Period), testing equipment necessary for the completion of the Tender Works shall be procured & supplied by the Tenderer at its own cost as per requirement of the Main Contractor. All the consumables should be approved by The Client Scaffolding, if required shall be arranged by the Tenderer at its own cost.

2.12 Materials to be procured

All materials, consumables, plants, equipment, testing appliances tools and tackles, etc necessary for the completion of the work shall be procured and supplied by the Tenderer at its own cost.

2.13 Storage

Storage & safety of all materials, equipments, plant, systems etc shall be the responsibility of the Tenderer at its own cost & risks. The same shall be stored properly to the satisfaction of The Client so that physical handling, climatic conditions or works carried out by other Tenderers/ agencies does not affect them.

2.14 Protection

All Works, equipments, plants and materials till completion of the Project shall be protected by the Tenderer at all times to prevent obstructions, damage or breakage. All equipment shall be covered and protected against water, dust, sand as well as chemical and or mechanical damage. At the completion of the Works all equipments/plants shall be thoroughly cleaned and delivered in a perfect unblemished and working condition.

2.15 Handing over installation

The Tenderer shall hand over the complete installation to The Client's representative in a clean brand new & perfect working condition. In case of cables laid in the natural ground excavated earth shall be cleared from site and proper dressing is to be done.

2.16 Technical specifications

All Tender Works shall be carried out strictly as per the Technical Specifications, Makes etc specified in the Tender Documents and as per the bill of quantities, relevant BIS codes etc given by the Main Contractor.

2.17 Tests & test certificates

All the Tests specified in the Technical Specifications and/or directed by The Client shall be carried out by the Tenderer at their own cost. These Tests interalia include all tests required after commissioning for the approval of the various statutory authorities & the final acceptance of the Main Contractor. The Tenderer shall assist The Client in obtaining approval from the statutory authorities. The Tenderer shall submit test certificates along with each and every consignment supplied by them.

2.18 Instructions manual & drawings

All the manuals, Spare parts list and catalogues, drawings, test certificates, product warranty/ guarantee certificates and all other related documents shall be supplied (Total 4 sets) by the Tenderer free of cost along with material supplied. Apart from this, the wiring diagram of the panel shall be prepared and mounted at an approved location in the panel. The Tenderer shall supply to the The Client four sets (including soft copy) of all 'As-Built' drawings within thirty (30) days of completion/taking over of the Tender Works by the Employer/Main Contractor.

2.19 Shop drawings & samples

The detailed shop drawings (4 sets) shall be submitted by the Tenderer for approval by the Main Contractor, within 10 days of award of the Tender. The Main Contractor, shall check and approve these drawings within seven (7) days of submission, subject to condition that drawing shall be complete in all respect to start the manufacturing. In case during checking, the drawings are found incomplete or having insufficient details, the same shall be rejected and date of submission shall be considered only from the date of resubmission of complete drawings.

The samples of all the hardware and other accessories including name plates, identification labels, door locks and paint shade sample to be used in fabrication of panels, shall also be submitted by the Tenderer immediately after award of work for approval by the Main Contractor.

2.20 Watch & ward for materials

The Tenderer shall organize storage and security for his material and machinery at his own cost. However, The Client will provide only limited storage space. All transport, handling charges, storage charges, and charges for watch & ward for the materials, plant and machinery etc shall be included in Tenderer's price and no claim on account of this will be entertained by Main Contractor.

2.21 Discrepancies

The Tenderer shall bring to the notice of The Client any discrepancies within or between contract drawings and/or the other contract documents prior to preparation of working drawings and commencement of work and shall not proceed with work until The Client gives clarifications and instructions to proceed.

3 REPORTS BY CONTRACTOR

3.1 The Tenderer shall file daily category-wise labour return. The report shall indicate scheduled requirement

against actual strength.

- 3.2** The Tenderer shall prepare weekly reports of planned and actual progress of work and subsequent week's scheduled work. These will also include material procurement status. This report shall be submitted to The Client and shall be reviewed in weekly co-ordination meeting.

The Tenderer shall submit monthly report along with monthly bills.

Further progress charts and schedules shall be prepared by the Tenderer as directed by the main contractor.

3.3 SITE FACILITIES

1.1 Water supply

The client will provide the water supply at one point at site .Tenderer shall make his own arrangement for all other lines of water and he shall provide necessary pipelines, pumping etc to be carried out for various activities and usage within the site. In case of non availability of water within the premises for whatever reasons, contractor shall make his own arrangements for water supply at site. No claims on this regard shall be entertained.

He shall make his own arrangement for storage tank, laying all the pipe lines, making connections, maintaining the same and dismantling on completion of work and making good any damage due to removal of such piping work. No claims for hold up or delay in Work on this account shall be entertained.

1.2 ELECTRIC SUPPLY

- (A) The client will provide electrical supply at one point at site and Tenderer shall make his own arrangements for distribute electrical supply for construction from the temporary power supply distribution boards as required for execution of work.
- (B) Distribution shall be done by the Tenderer at his cost as per approved layout. He shall provide required clearances for overhead lines to facilitate easy movement of machinery. These overhead lines shall be shifted and rerouted at the Tenderer's cost during execution of work if the same are found to obstruct any other work of any agency working at site or requires to be shifted due to unforeseen reasons.
- (C) On completion of the Work, the Tenderer shall to the satisfaction of the client, remove all wiring installed by him and make good, any disturbance or damage done.
- (D) The Tenderer shall employ a certified and licensed Electrician for carrying out this work.

3.4 Tenderer's Offices, God owns

The Client / Employer shall allow at his own discretion and convenience space for the construction of the Tenderer's site office, god owns, near the site. The Tenderer shall construct and maintain at his cost, all these temporary works which shall be well ventilated, lighted and provided with water, electricity and sanitary arrangement to the approval of the main contractor.

The Tenderer shall remove immediately on completion of the work such building and make good, to the satisfaction of the Main contractor, all the damages sustained. The Client / Employer may order, if so required by The Client / Employer removal of such building or buildings and the Tenderer shall carry out such instructions at no additional cost to the Contract.

All type of temporary lighting for the construction purpose Tenderer shall arrange the same at his own expense.

3.5 Safety requirements

The Tenderer shall comply with ALL the safety precautions, protective measures, house keeping requirements, etc.

THE TENDERER SHOULD DISPLAY ALL THE PERSONAL PROTECTIVE EQUIPMENT USED AT THE SITE AT THE ENTRANCE OF THE SITE. A QUALIFIED SAFETY ENGINEER SHOULD BE DEPLOYED AT SITE. The Client /Employer with due intimation shall have the right to stop the work at site or penalize, if in his opinion proceeding with the work will lead to an unsafe and dangerous condition. Tenderer shall get the unsafe condition removed or provide protective equipment. Tenderer shall ensure that all workmen are aware about the nature of risk involved in their work and have adequate knowledge for carrying out work safely.

The Tenderer shall be held responsible for non-compliance if any of the safety measures and delays, implications, injuries, fatalities and compensation arising out of such situations or incidents. The contractor should follow the following safety requirements:

- No entry should be allowed inside the site without Safety Orientation/Site Induction Training.
- All persons should wear approved helmet & safety shoe before entering the site.
- Child labour (below 18 years) at site is strictly prohibited.
- Smoking is prohibited at work place, except in smoking zones.
- Gambling, alcohol, drugs and unruly behavior strictly prohibited.
- No musical instruments are allowed inside the site.
- Permission should be taken before taking photographs & video filming on site.
- Follow all safety signs, site traffic rules and obey all instructions given by authorized persons.
- All hazards should be properly isolated/indicated by signs & barricaded.
- All equipments/machineries entering the site should have proper documents and should be operated only by qualified & approved operators.
- Perform all works in accordance with permits & procedures.
- Approved safe work method statement should be followed strictly.
- Follow lockout & tag out procedure for every operation involving more than two persons and distance.
- Always maintain good housekeeping and the work area clean & tidy.
- All incidents & accidents should be reported immediately to your supervisor.
- The site should be lit up during late hours to the extent that any part of the site should have a minimum of 100-lux intensity.

11.0 SAFETY CONDITIONS**1. Traffic**

- a) The Tenderer shall organize operations by taking approval to use the existing roads, if any, from The Client / Employer.
- b) operation, to the existing water supply, sewerage, power or telecommunication lines or any other services or works. The Tenderer shall provide and erect before construction, substantial barricades, guardrails, and warning signs. He shall furnish, place and maintain adequate warning lights, signals, etc., as required by client. The Tenderer shall exercise full care to ensure that no damage is caused by him or workmen, during the

2. Safe means of access

- a) Adequate and safe means of access and exit shall be provided for all work places, at all elevations shall be avoided.
- b) The Tenderer shall provide scaffolding, staging, guardrails, temporary stairs with hand rails, sign boards that shall be required during construction or as instructed by the Main contractor. The support for the scaffolding, staging, guard rails and temporary stairs shall be strong, adequate for the particular situation. The temporary access required during the construction shall be rigid and strong enough to avoid any accidents or mishaps. The arrangement proposed shall be subjected to the approval of the Main contractor. Suitable scaffolds shall be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short duration work as can be done safely from ladders. Ladder shall be of rigid construction having sufficient strength for the intended loads and made of metal and all ladders shall be maintained well for safe working condition. Suitable footholds and handholds shall be provided on the ladder. The ladder shall be given an inclination not steeper than 1 in 4 (1 horizontal and 4 vertical).
- c) Scaffolding or staging more than 3.5mm above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a standard guard-rail properly attached, bolted, braced or otherwise secured at least 1m high above the floor or platform of such scaffolding or staging. The guardrail shall extend along the entire exposed length of the scaffolding with only such opening as may be necessary for the delivery of materials. Standard railing shall have posts not more than 2m apart and an intermediate rail half way between the floor and platform of the scaffolding and the top rail. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure. Scaffolding and ladder shall conform to relevant IS specification (IS 3696-1966). **TIMBER/ BAMBOO SCAFFOLDING SHALL NOT BE USED.**
- d) Working platforms of scaffolds shall have toe boards at least 15cm in height. To prevent materials from falling down.
- e) A sketch of the scaffolding proposed to be used shall be prepared prior to start of erection of scaffolding. Safety engineer shall examine all scaffolds before using.
- f) Working platform, gangways and stairways shall be so constructed that they shall not sag unduly or unequally and if the height. of the platform or gangway or stairway is more than 3.5m above ground level or floor level, they shall be closely boarded, shall have adequate width for easy movement of persons and materials and shall be suitably guarded.
- g) The planks used for working platform shall not project beyond the end supports to a distance exceeding four times the thickness of the planks used. The planks shall be rigidly tied at both ends to prevent sliding and

slippage. The thickness of the planks shall be adequate to take load of men and materials and shall not collapse.

- h) Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent fall of persons or materials by providing suitable fencing or railing, the minimum ht. of which shall be 1m, along with 15cm high sheet obstruction at floor level along the railing.
- i) Safe means of access shall be provided to all working platforms and other elevated working places. Every ladder shall be securely fixed. No single portable ladder shall be over 9m in length. For ladders up to 3m in length the width between side rails in the ladders shall in no case be less than 300mm. For longer ladders this width shall be increased by at least 20mm for each additional meter of length. Step spacing shall be uniform and shall not exceed 300mm.
- j) Adequate precautions shall be taken to prevent danger from electrical lines and equipment. No scaffolding, ladder, working platform, gangway runs, etc. shall exist within 3 meters of any un-insulated electric wire. Whenever electric power and lighting cables are required to run through (pass on) the scaffolding or electrical equipment are used, such scaffolding structures shall have minimum two earth connections with earth continuity conforming to IS code of practice.

3. Excavation, trenching and earth removal

- a) All trenches 1.2m or more in depth shall at all times be supplied with at least one ladder for each spacing of 30m in length or fraction thereof. Ladder shall be extended from bottom of the trench to at least 1m above the surface of the ground.
 - b) The sides of the trench which are 1.2m or more in depth shall be stepped back to give suitable slope (angle of repose) or securely held by timber bracing, so as to avoid the danger of sides from collapsing. The excavated material shall not be placed within 1.5m of the edges of the trench or half of the depth of the trench, whichever is more. Cutting shall be done from top to bottom. Under no circumstances mining or undercutting shall be done.
 - c) The Tenderer shall ensure the stability and safety of the excavation, adjacent structures, services and the works.
 - d) Open excavations shall be fenced off by suitable railing and warning signals installed at night at well lit places so as to prevent persons slipping or falling into the excavations.
 - e) All blasting operations shall be carried out on the basis of procedures approved by inspector of explosives. All works in this connection shall be carried out as per IS code of practice. Barricades, warning signs etc., shall be placed on the roads/open area.
 - f) As far as practical, earth shall be removed mechanically.
- i. Wherever manual removal of earth is involved, earth shall be removed from the top by maintaining the proper slope equal to the angle of re-pose of the earth.

- ii. The contractor to ensure that no under-cutting is done and shall constantly supervise such work.

4. Demolition

Before any demolition work is commenced and also during the progress of the work:

- a) All roads and open area adjacent to the work site shall either be closed or suitably protected. Appropriate warning signs shall be displayed for cautioning approaching persons.

- b) Before demolition operations begin, the Tenderer shall ensure that the power on all electric service lines is shut off and the lines cut or disconnected at or outside the demolition site. If it is necessary to maintain electric power during demolition operation, the required service lines shall be adequately protected against damage. Persons handling heavy materials/equipment shall wear safety shoes.
- c) No floor, roof or other part of the building shall be overloaded with debris or materials as to render it unsafe.
- d) Entries to the demolition area shall be restricted to authorized persons only.

5. Personal protective equipment

All necessary personal protective equipment shall be kept available for the use of the persons employed on the site and maintained in a condition suitable for immediate use. Also the Tenderer shall take adequate steps to ensure proper use of equipment by those concerned. The personal protective equipment is to be provided by the contractor are:

All persons employed at the construction site shall use safety helmets. (If not using a penalty of Rs 100/person/day would be recovered from the contractor)

Workers employed on mixing asphaltic materials, cements and lime mortars shall use protective goggles, protective foot wears and hand gloves.

Persons engaged in welding and gas-cutting works shall use suitable welding face shields & hand gloves. The persons who assist the welders shall use suitable goggles. Protective goggles shall be worn while chipping and grinding.

Stonebreakers shall use protective goggles and hand gloves. They shall be seated at sufficiently safe intervals of distance.

Persons engaged in or assisting in shot blasting operations and cleaning the blasting chamber shall use suitable gauntlets, overalls, dust-proof goggles, and boots and protective hood supplied with fresh air at the minimum rate of 9m/hr.

All persons working at heights. More than 4.5m above ground or floor and exposed to risk of falling down shall use safety belts, unless otherwise protected by cages, guard railings, etc. In places where the use of safety belts is impractical, suitable net of adequate strength fastened to substantial supports shall be employed. Protective nets shall be provided at places where men are working at heights to safe guard against falling debris.

When workers are employed in sewers and inside manholes that are in use, the contractor shall ensure that the manholes are opened and are adequately ventilated at least for an hour. After it has been well ventilated, the atmosphere inside the space shall be checked for the presence of any toxic gas or oxygen deficiency and recorded in the register before the workers are allowed to get into the manholes. The manholes opened shall be cordoned off with suitable railing and provided with warning signals or caution boards to prevent accidents. There shall be proper illumination in the night.

Wherever suggested by the Engineer-in-charge, Ear plugs, Dust masks, Gum boots, Safety shoes and Hand gloves should be used.

6. Painting

- a) The Tenderer shall not employ women on the work of painting with products containing lead in any form. Only men above the age of 18 years shall be employed on the work with lead paint. The following precautions

shall be taken during the work:

- i. Supply air respirators for use by the workers when paint is applied in the form of spray, or a surface having lead paint is dry rubber or scraped.
 - ii. The workmen shall use overalls and adequate facilities shall be provided to enable the painters to wash at the cessation of work.
 - iii. All painting jobs, especially those in which lead paints are used shall be kept under industrial hygiene surveillance.
- b) Smoking, open flames or sources of ignition shall not be allowed in places where paints and other flammable substances are stored, mixed or used. A caution board, with the instructions written in national/regional language, "SMOKING - STRICTLY PROHIBITED" shall be displayed in the vicinity where painting is in progress or where paints are stored. Symbols shall also be used for caution boards.

Suitable fire extinguishers/sand buckets shall be kept available at places where flammable paints are stored, handled or used.

When painting work is done in a closed room or in a confined space, adequate ventilation shall be provided. If adequate ventilation cannot be provided, workers shall wear suitable respirators.

- c) Epoxy resins and their formulations used for painting shall not be allowed to come in contact with the skin. The workers shall use plastic gloves and/or suitable barrier creams.

Adequate ventilation shall be provided especially when working with hot resin mixes.

Increased personal hygiene shall be practiced to control inadvertent contact with the resin and eliminate its effects.

Workers shall thoroughly wash hands and feet before leaving the work. Work clothes shall be changed and laundered frequently.

7. Lifting machines and tackles

- a) Use of lifting machines and tackles including their attachments, anchorage and supports shall conform to the following standards or conditions:
Lifting machines and tackles shall be of good mechanical construction, sound material and adequate strength and free from any defects and shall be kept in good repair and in good working order.

Every rope used in hoisting or lowering materials or as a means of suspension shall be of good quality and adequate strength and free from any defect.

Every crane operator or lifting appliance operator shall be properly qualified. No person under the age of 21 years shall be in charge of any hoisting machine or give signal to operator of such machine.

In case of every lifting machine (and of every chain, ring, hook, shackle, swivel and pulley block used in hoisting or as means of suspension) the safe working load shall be ascertained and clearly marked. In case of a lifting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this

paragraph shall be loaded beyond the safe working load except for the purpose of testing. The safety engineer shall approve this.

The safety engineer shall note the safe working load. Regarding other machines, the contractor shall notify the safe working load of the machine to the safety engineer, whenever he brings any machinery to site of work and gets it verified by the safety engineer.

Thorough inspection and load testing of lifting machines and tackles shall be done by a competent person at least once every 2 months and records of such inspection and testing shall be maintained.

- b) Motors, gearing transmission, couplings, belts, chain drives and other moving parts of hoisting appliances shall be provided with adequate safeguards. Hoisting appliances shall be provided with such means as will reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced or lowered.

8. Welding and gas cutting

- a) Welding and gas cutting operations shall be done by qualified and authorized persons and as per IS specifications and code of practice.
- b) Welding and gas cutting shall not be carried out in places where flammable or combustible materials are kept and where there is danger of explosion due to presence of gaseous mixtures.
- c) Welding and gas cutting equipment including hoses and cables shall be maintained in good condition and approved by the concerned authority.
- d) Barriers shall be erected to protect other persons from harmful rays from the work. When welding or gas cutting is done in elevated positions, precautions shall be taken to prevent sparks or hot metal falling on persons or flammable materials.
- e) Suitable type of protective clothing consisting of fire resistant gauntlet gloves, leggings, boots and aprons shall be provided to workers as protection from heat and hot metal splashes. Welding shields with filter glasses of appropriate shade shall be worn as face protection.
- f) Adequate ventilation shall be provided while welding in confined space or while brazing, cutting or welding zinc, brass, bronze, galvanized or lead coated materials.
- g) Welding and gas cutting shall not be done on drums, barrels, tanks or other containers unless they have been emptied cleaned thoroughly and it is made certain that no flammable material is present.
- h) Fire extinguisher shall be available near the location of welding operations. Fire safety permit shall be obtained for working at vulnerable areas and operating areas before flame cutting/welding is taken up.
- i) For electric (Arc) welding the following additional safety precautions shall be taken:
When electrical welding is undertaken near pipelines carrying flammables, such pipelines shall not be used as part of earth conductor but a separate earth conductor shall be connected to the machine directly from the job.
Personnel contact with the electrode or other live parts of electric welding equipment shall be avoided.

Extreme caution shall be exercised to prevent accidental contact of electrodes with ground.

The welding cable shall not be allowed to get entangled with power cables. It shall be ensured that movement of materials does not damage the cables.

9. Grinding

- a) All portable grinders shall be used only with their wheel guards in position to reduce the danger from flying fragments should the wheel break during the use.

- b) Grinding wheels of specified diameter only shall be used on a grinder - portable or pedestal - in order not to exceed the prescribed peripheral speed.
- c) Goggles and hand gloves shall be used during grinding operation.

10. House keeping

- a) The Tenderer shall at all times keep his work spot, site office and surroundings clean and tidy from rubbish, scrap, surplus materials and unwanted tools and equipment.
- b) Welding and other electrical cables shall be so routed as to allow safe traffic by all concerned.
- c) No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.
- d) At the completion of the work, the Tenderer shall ensure removal from the work premises all scaffoldings, surplus materials, rubbish and all huts and sanitary arrangements used/installed for workmen on the site. The wheels of the Lorries should be cleaned before it leaves the site by means of Wheel Wash pits or Pressure washing such that the mud stuck on the tires should be washed inside the site itself.. The portion of the Public Road adjacent to the Site should be kept clean by sweeping, scrapping of mud adhered to road. The site should be periodically cleaned (at least once in two days), cart out the debris, unwanted materials and sweep the areas and floors. Employees/Workers of the Tenderers should not be allowed to take bath inside the premises.

11. Fire safety

All necessary precautions shall be taken to prevent outbreak of fires at the construction site. Adequate provisions shall be made to extinguish fires, should they still break out.

- a. Quantities of combustible materials like timber, bamboo, coal, paints, etc. shall be the minimum required in order to avoid unnecessary accumulation of combustibles at site.
- b. Containers of paints, thinners and allied materials shall be stored in a separate room, which shall be well ventilated, and free from excessive heat, sparks, flame or direct rays of the sun. The containers of paint shall be kept covered or properly fitted with lid and shall not be kept open except while using.
- c. Fire extinguishers shall be located at the construction site at appropriate places.
- d. Adequate number of workmen shall be given education and training in Fire Fighting and extinguishing methods

12. Work in radiation area

The Tenderer shall follow the stipulated procedure regarding work in the radiation area and other works related with radiography.

13. Work in and around water bodies

When the work is done near any places where there is risk of drowning, all necessary rescue equipment such as life buoys and life jackets shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision shall be made for prompt first-aid treatment of all injuries likely to be sustained during the course of the work. Persons who do not know swimming shall not

be engaged alone for any work where risk of drowning exists. Sufficient number of life buoys or life jackets shall be provided.

14. Medical facilities

- a) The Tenderer shall arrange for medical aid and treatment for his staff and workers engaged on the work site including the first-aid facilities if they are not available at the project site.
- b) First-aid appliance including sterilized dressing, cotton wool and antiseptic cream shall be made available at readily accessible places at every work site. These shall be maintained in good order under the charge of a responsible person.
- c) At large work places where hospital facilities are not available within easy reach of the work; first-aid posts shall be established. Ambulance availability shall be identified during the entire period of work for attending to injury cases.

“ The periodical visit of the qualified doctor shall be ensured by the Tenderer.”

15. Safety co-ordinator

The Tenderer shall have a Safety Officer or a Supervisor to be designated as a Safety Coordinator in order to specifically look into the implementation of different safety requirements of the site work. The person thus designated will in general co-ordinate on matters of safety and in particular ensure that the Safety Manual is complied with. His name shall be displayed on the Notice Board at a prominent place at the work site.

16. Reporting of accident

- a) All accident leading to property damage and/or personnel injuries shall be reported to the concerned authority's viz. Insurance Co. Police, Head Office, Regional Office, etc.
- b) Tenderer shall also submit a monthly statement of accidents to the PMC by 4th of every month showing details of accident, nature of injury including disability, days lost, treatment provided, etc., and the extent of property damage.

17. Public protection

The Tenderer shall make all necessary provisions to protect the public. He shall be held responsible for defense of every action of other proceedings at law that may be brought by any person for injury sustained owing to neglect of any precaution required to taken to protect the public.

18. Other statutory provisions

All operations involving the transport, handling, storage and use of explosive shall be as per the standing instructions and conform with the latest Indian Explosives Act and the explosives Rules. Handling, transport, storage and use of compressed gas cylinders and pressure vessels shall conform to the latest Gas Cylinder Rules and Static and Mobile Pressure Vessels (Unfired) Rules. In addition, The Indian Electricity Act and Indian Electricity Rules - latest, the Atomic Energy Act, the Radiation Protection Rules - latest, Radiation Protection Manual of Nuclear Facilities and the Atomic Energy (Factories) Rules - latest, and various latest rules and Act related to mining shall also be strictly complied with.

19. GUIDELINES AND GENERAL PROCEDURES FOR SUPPLY AND USE OF ELECTRICITY AT SITE

1 General

Following safety requirements shall be complied with before the Tenderer uses the power supply.

- 11** 1 The Contractor shall submit a list of licensed electrical staff to be posted at Site.
- 12** 2 It shall be the responsibility of the Tenderer to maintain complete installation on the load side of the supply point with regard to the safety requirements at Site. All cabling and installation shall comply with the appropriate latest statutory requirements given below and shall be subject to approval of the client at site: Indian Electricity Act.
Electricity (Supply) Act.
Indian Electricity Rules.
National Electricity Code.
Other relevant rules of Local Bodies and Electricity Boards.

The power supply shall be regulated as per the terms and conditions of the supply of the respective electricity boards.
- 13** Where distribution boards are located at different places the Tenderer shall submit schematic drawing indicating all details like size of wires, Over head and Cable feeders, earthing etc. The position and location of all equipment and switches shall be given.
- 14** The Tenderer shall make his own arrangement for main earth electrode and tapings thereof. The existing earth points available at site can be used at the discretion of client with prior permission. Method of earthing, installation and earth testing results shall conform to relevant I.S. Specifications (IS-3043).
- 15** All three phases' equipment shall be provided with double earthing. All light fixtures and portable equipment shall be effectively earthed to main earthing.
- 16** All earth terminals shall be visible. No gas pipes and water pipes shall be used for earth connection. Neutral conductor shall not be treated as earth wire.
- 17** The Tenderer shall not connect any additional load without prior permission of client.
- 18** Joints in earthing conductors shall be avoided. Loop earthing of equipment shall not be allowed. However, tapings from an earth bus may be done.
- 19** The entire installation shall be subjected to the following tests before energisation of installation including portable equipment:-

a) Insulation resistance test.
Polarity test of switches.
Earth continuity test.
Earth electrode resistance.
The test procedures and their results shall conform to relevant standards.

2 Following guidelines are provided for general observations:-**21 Installation**

- a) Only persons having valid wireman's license/competency certificate shall be employed for carrying out electrical work and repair of electrical equipment, installation and maintenance at site. A qualified licensed Supervisor shall supervise the job.

Electrical equipment and installations shall be installed and maintained as to prevent danger from contact with live conductors and to prevent fires originating from electrical causes like short circuits, overheating etc. Installation shall not cause any hindrance to movement of men and materials.

Materials for all electrical equipment shall be selected with regard to working voltage, load and working environment. Such equipment shall conform to the relevant standards.

The minimum clearance to be maintained for all overhead lines along roads and across roads shall be as per the statutory requirements.

Grounding conductor of wiring system shall be of copper or other corrosion-resistant material. An extra grounding connection shall be made in appliances/equipment where chances of electric shock are high.

Electric fuses and/or circuit breakers installed in equipment circuits for short circuit protection shall be of proper rating. It is also recommended that high rupturing capacity (HRC) fuses are used in all circuits. For load of 5 kW or more earth leakage circuit breaker shall be provided in the circuits.

Wherever cables or wires are laid on poles, a guard wire of adequate size shall be run along the cables/wires and earthen effectively. Metallic poles as a general rule, shall be avoided and if used shall be earthen individually. Anti climbing guards and danger notices shall be provided on poles. Each equipment shall be an individual isolating switch.

Wires and cables shall be properly supported and an approved method of fixing shall be adopted. Loose hanging of wires and cables shall be avoided. Lighting and power circuits shall be kept distinct and separate.

Reinforcement rods or any metallic part of structure shall not be used for supporting wires and cables, fixtures, equipment, earthing etc.

All cables and wires shall be adequately protected mechanically against damages. In case the cable is required to be laid under ground, covering the same with bricks, Plain Cement Concrete (PCC) tile or any other approved means, shall adequately protect it.

Using suitable cable glands shall properly terminate all armored cables. Using cable lugs/sockets shall connect multi-stranded conductor cables. Cable lugs shall preferably be crimped. They shall be of proper size and shall correspond to the current rating and size of the cable. Twisted connections will not be allowed.

All cable glands, armoring and sheathing of electric cable, metal circuits and their fittings, metallic fittings and other non-current carrying parts of electrical equipment and apparatus shall be effectively grounded.

All the Distribution Boards, Switch Fuse Units, Bus bar chambers, ducts, cubicles etc. shall have MS enclosures and shall be dust, vermin and waterproof. The Distribution Boards, switches etc. shall be so fixed that they shall be easily accessible. Changes shall be done only after the approval of the clients.

The Tenderer shall provide proper enclosures/covers for protection of the entire switchboard, equipment etc. against rain. Exposed live parts of all electrical circuits and equipment shall be enclosed permanently. Crane trolley wires and other conductor that cannot be completely insulated shall be placed such that they are inaccessible under normal working conditions.

Ironclad industrial type plug outlets are preferred for additional safety.

Open type distribution boards shall be placed only in dry and ventilated rooms; they shall not be placed in the vicinity of storage batteries or otherwise exposed to chemical fumes.

Isolating switches shall be provided close to equipment for easy disconnection of electrical equipment or conductors from the source of supply when repair or maintenance work has to be done on them.

In front of distribution boards a clear space of 90 cm shall be maintained in order to have easy access during an emergency.

Adequate working space shall be provided around electrical equipment, which requires adjustment or examination during operation.

As far as possible electrical switches shall be excluded from a place where there is danger of explosion. All electrical equipment such as motors, switches and lighting fittings installed in workroom where there is possibility of explosion hazard shall be explosion proof.

All connections to lighting fixtures, starters or other power supplies shall be provided with PVC insulate, PVC sheathed twin/three/four core wires to have better mechanical protection for preventing possible damage to equipment or injury to personnel. Taped joints shall not be allowed and the connections may be made in looping system. Electric starter of motors, Switches shall not be mounted on wooden boards. Only sheet steel mounting or iron framework shall be used.

All the lighting fixtures and lamp holders shall be of good quality and in good condition. Badly repaired or broken holders, etc. shall not be used.

Only PVC insulated and PVC sheathed wires or armored PVC insulated and sheathed cables shall be used for external power supply connections of temporary nature. Weatherproof rubber wires shall not be used for any temporary power supply connections. Taped joints in the wires shall not be used.

The bulbs/lamps used for illumination and testing purpose shall have cover or guard to protect them from accidental breakage. Only 24 V supply system shall be used for hand lamps etc. while working inside metallic tanks or conducting vessels.

22 OPERATION & MAINTENANCE

All persons, who work with electrical installation/equipment, shall be aware of the electrical hazards, use to protective devices and safe operational procedures. They shall be given training in Fire fighting, first aid and artificial resuscitation techniques.

The Tenderer shall instruct the workers in the proper procedure, specify and enforce the use of necessary protective equipment such as adequately insulated pliers, screw drivers, fuse pulleys, testing lamps and similar hand tools. Only wooden ladders shall be used to reach the heights in electrical work.

No material or earthwork shall be allowed to be dumped below or in the vicinity of the bare overhead line conductors.

Before any maintenance work is commenced on electrical installations/equipment, the circuits shall be de-energized and ascertained to be dead by positive test with an approved voltage-testing device. Switches shall be tagged or the fuse holders withdrawn before starting the work. Adequate precautions shall be taken in two

important aspects viz.

That there shall be no danger from any adjacent live parts and

That there shall be no chances of re-energisation of the equipment on which the persons are working.

While working on or near a circuit, whenever possible the use of one hand may be practiced even though the circuit is supposed to be dead. The other hand may preferably be kept in pocket.

When it is necessary to touch electrical equipment (for example when checking for overload of motors) back of the hand may be used. Thus, if accidental shock were to cause muscular contractions, one would not 'freeze' to the conductor.

Operations of electrical equipment shall be avoided while standing on wet floor or when hands are wet.

Before blown fuses are replaced, the circuit shall be locked out and an investigation shall be made for the cause of the short circuit or overload.

When two persons are working within reach of each other, they shall never work on different phases of the supply.

When structural repairs, modification or painting work are to be undertaken, appropriate measures shall be taken for the protection of persons whose work may bring them into the proximity of live equipment/circuit.

It shall be ensured that the insulation and wire size of extension cords are adequate for the voltage and current to be carried.

While tapping electricity from the socket, plug top must be used. It shall be ensured that no extension boards are overloaded while tapping. Only standard three pin plugs shall be used for tapping electricity. Broken sockets/plugs shall be replaced immediately with good ones. Only joints free cables shall be used for connecting equipment/apparatus.

Floors shall be kept free from trailing electrical cables to avoid tripping hazard.

Power supply to the entire machines and lighting fixture shall be switched off when not in use.

Temporary electrical connections shall be removed as soon as the stipulated work is over. After completion of the works, the Contractor shall dismantle the distribution boards and the other facilities erected at site.

Unauthorized tapping of power by others from distribution boards under the control of the SC shall be prohibited at all circumstances.

No flammable materials shall be stored in any working area near the switchboards.

"MEN ON LINE" "DO NOT SWITCH ON" "DANGER" OR "CAUTION" boards as applicable shall be used during maintenance works on the electrical equipment.

3 Portable electrical equipment

a) Portable electrical equipment shall be regularly examined, tested and maintained to ensure that the equipment and its leads are in good order. Register shall be maintained for inspection recording the testing dates and results of the equipment.

b) All portable appliances shall be provided with three core cable and three-pin plug. The third pin of

the plug shall invariably be earthen. It shall be ensured that the metal part of the equipment shall be effectively earthen.

c) All connections to portable equipment or machines from the panel/distribution board/extension board shall be taken using 3 core double insulated PVC flexible copper wires in one length. No joints shall be allowed in this flexible wire. In case single length of wire is not sufficient for a particular location then the supply can be tapped by providing another extension board comprising of switch and socket.

d) Flexible cables for portable lamps, tools and apparatus shall be regularly examined, tested periodically and maintained to ensure safety.

Safety codes in construction industry

1 EXCAVATION (IS-3764)

Location and protection of underground utility-viz. Water main, cables. Barricade - openings.

Lamp at night - warning signs. Excavated material - 5 ft. Away

Shoring for sides - avoid sides from collapsing. Avoid vertical cuts.

Water controlled.

Equipment / vehicles at safe distance. Ensure stability of other structures nearby. Do not take gas cylinders inside trenches.

Trenches greater than 4 ft. Depth should be provided with shoring - ladder for each 30 mtrs. Excavated portion.

2 BLASTING (IS-4081)

Accidents are caused during blasting due to the following main reasons: Wrong placement of charge in the blast hole.

Inadequate size of blast hole. Excess quantity of charge.

Misfires during actual blasting. Wrong handling of explosives.

The following points should be observed during blasting operation (prior permission to be taken from concerned statutory authority before commencement of the activity)

- i. Do not carry out blasting near any structure, foundation, column, crane, installation etc. Explosives should be of low sensitive to external influence (shock, friction, heat, sparks, etc.).
- ii. The radius to depth ratio of the blast should be kept as low as possible so that the flight range of the fragments will be reduced.
- iii. The charge should be placed in such a way that the angle of throw of fragments would be between 85 to 90 degree with the horizontal.
- iv. Transportation, Handling, storage of explosives as per Indian explosive act. Supervision by experienced person.
- v. Prior warning - evacuation to 400 meter away. If charge fails - wait ½ hour/exam.
- vi. Store explosives in standard magazines. No smoking signs.
- vii. Proper accounting of explosives. Cases opened with wooden tools only. Post flagmen - cordon off area.
- viii. Advise near by residents of danger. Use non-sparking tools/shoes.
- ix. Do not carry matches/open lights. Use flameproof fittings/lights.
- x. Children/unauthorized persons are not allowed in this area. For electrical blasting, voltage shall not exceed 220v.
- xi. Do not carry on blasting under over-head power line/utility communication /utility lines. Used loud siren to mark beginning & completion of blasting.
- xii. Only authorized persons allowed to go to misfired holes.
- xiii. Misfired explosives to be disposed in accordance with explosives act. Leaky explosives to be washed with de-sensitizing agents.

- xiv. The charge should be placed in the boreholes only when the blasting operation is carried out - not earlier. The blasting area to be covered completely using sand bags and steel plates (controlled blasting).
- 3 CEMENT WORKS**
Cement dermatitis, burns-use gumboots, gloves, and respirators.
- 4 SCAFFOLDING (IS 4014(PART II))**
Clear the area of unwanted materials. Erection under proper supervision.
Ensure ropes & cables are in good condition.
Ensure that all structural members and all connections adequate. Supports strong - adequate cross bracing.
Ensure ground is safe and provide proper foot hold. Keep ladder/working area free of grease/oil.
Passerby's are protected. Provide guardrails & toe board.
Wear safety belt, helmet while working on scaffolding.
Do not use the scaffolding for more than 15 days without rechecking. Frequent inspection.
Excavation is not permitted near base of scaffolding.
- 5 LADDERS (IS 3696 (PART II))**
Proper inspection - rungs/steps are not spliced. Properly secured - top & bottom.
Side rails on fixed ladders to extend above top landing. Build up ladders of sound material.
Rungs not to exceed 12 inches. Step ladders fully open during use.
Metal ladders - prohibited near electrical lines. Proper maintenance and storage after use.
- 6 BARRICADES**
Floor openings covered/barricaded properly.
Road ways/side walks protected.
Traffic controlled.
- 7 CONCRETE CONSTRUCTION**
Forms properly installed and braced.
Adequate shoring, plumbing and cross bracing.
Shoring remains in place till strength attained.
Proper curing period & procedure.
Mixing & transporting equipment properly supported/routed.
Adequate runways.
Protection from cement dust.
Hard hats - safety shoes, skin covering.
Nails to be removed from shuttering material.
- 8 MASONRY**
Proper scaffolding.
Dust protection.
Safe hoisting equipment.
- 9 HOISTS, CRANES, DERRICKS**
Inspect - cables, slings, chains, hooks, eyes
Equipment stability/supports.
Out riggers used if required.
Power lines removed/inactivated (cranes).
Signals understood and observed.

Experienced operators.
All equipment properly lubricated/maintained.
Protective head gears.
If person climbs on derrick installed for lifting material, special precautions should be taken.
Gas cylinders are kept in properly designed cages.
Periodical test/inspection of hoists cranes.
Mark "safe working loads" on hoists/cranes.
Cranes to be operated by certified operator.
Ensure that slings are vertical.
Do not drag chains, slings, hooks and load over the floor.
Know the load before lifting.

10 CONVEYORS :

Proper inspection & maintenance. Screens and other protection.
Adequate inspection and maintenance, ladders, light.

11 HEAVY EQUIPMENT & TRUCKS

Qualified operators with license.
Vehicle laws & regulations to be observed.
Check - breaks, lights, warning devices and wheels.
Weight limits - load sizes controlled.
Haul loads well maintained - properly laid.
Personnel not carried in unsafe manner.
Protection when equipment not used.
Planned inspection - maintenance.
Adequate equipment records Proper oil, fuel, lubricants used.

12 HOUSE KEEPING & SANITATION

General neatness in working area.
Regular disposal of waste/trash.
Pathways and walkways clear.
Adequate lighting. Sanitary facilities - clean.
Adequate drinking water.

EMERGENCY PROCEDURE

First aid station - properly manned.
First aid boxes - with items.
Injuries reported promptly.
Safety net and safety belts used for heights.
Adequate escape facilities.
Proper storage of tools when not being used.

13 WELDING - CUTTING

Qualified operators.

Proper screen, shield, goggles, gloves, clothing, equipment. Electrical equipment - grounded - inspected.

Power cables protected & in good condition. Fire extinguishers - available.

Inspection of fire hazards.

Flammable materials - protected (40 feet away).

Gas cylinders - upright & chained.

Gas line, torch in good condition.

Trolleys for moving cylinders.

Proper covering of mezzanine holes or barricades for cut portion.

Barricades/notices below mezzanine being cut - work permit (spl).

Helper also to use goggles.

14 FLAMMABLE GASES - LIQUIDS

"No smoking" signboard.

Containers clearly identified/marked.

Proper storage practices.

Proper storage temperature - protection.

Fire hazards to be checked.

Proper & adequate fire extinguishers.

Neat storage area - clear passages.

Material firmly stacked - not too high.

Entry restricted.

Store in separate enclosed area.

15 HANDLING AND STORAGE

Proper number for operation.

Person picking up leads correctly.

Materials protected from heat/moisture.

Protection from falling into hoppers/bins.

Dust protection observed.

Extinguishers/fire protection available.

Traffic routing and control.

16 POWER TOOLS

Good house keeping where used.

Tools - cords - earthing - in good condition.

Proper instructions for use.

Proper mechanical safe guards.

Tools nearly stored when not in use. Right tool for job.

Proper wiring.

Proper training to operator.

Proper supervision.

Use of safety appliances - goggles - face shield.

Flying hazards checked up.

13.0 LABOUR AND INSURANCE

13.1.0 LABOUR

13.1.1 Engagement of Labour.

The Tenderer shall make his own arrangements for the engagement of all labour, local or otherwise, and save insofar as the Contract otherwise provides, for the transport, housing, feeding and payment thereof.

13.1.2 Supply of Water.

The Tenderer shall, so far as is reasonably practicable, having regard to local conditions, provide on the site, to the satisfaction of the Engineer, an adequate supply of drinking and other water for the use of the Tenderer's staff and work people. Further the Tenderer shall comply with model rules framed by Government for labour welfare, protection of health, sanitation, etc., failing which the The Client reserves the right to effect such arrangements at the Tenderers' risk and cost.

13.1.3 Alcoholic Liquor or Drugs

The Tenderer shall not, in accordance with the Statutes, Ordinances and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose off any alcoholic liquor or drugs or permit or suffer any such importation, sale, gift, barter or disposal by his Tenderers, agents or employees.

13.1.4 Arms and Ammunition

The Tenderer shall not give, barter or otherwise dispose off to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid.

13.1.5 Festivals and Religious Customs

The Tenderer shall in all dealings with labour in his employment have due regard to all recognized festivals, days of rest and religious or other customs.

13.1.6 Epidemics-

In the event of any outbreak of illness of an epidemic nature, the Tenderer shall comply with and carryout such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.

13.1.7 Disorderly Conducts

The Tenderer shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighborhood of the Works against the same.

13.1.8 Observance by Tenderers

The Tenderer shall be responsible for observance by his Tenderers of the foregoing provisions.

13.1.9 First Aid

The Tenderer shall, at his cost, provide, equip and maintain throughout the construction period and so far as may be necessary during the Period of Maintenance, in a position on site approved by the Main contractor, suitable and sufficient first aid facilities for the general use of his and his Tenderers' staff and work people.

4.2.0 LABOUR LAWS**4.2.1 Acts**

The Tenderer shall in respect of labour employed by him either directly/or through Tenderers comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Provident Fund and Miscellaneous Provision Act, 1952, Employer's Liability Act, 1938, Workmen's Compensation Act, 1923, Maternity Benefit Act, 1961, the Contract Labour Regulation and Abolition Act, 1970 and Mines Act, 1932 Equal Remuneration Act 1976, and Modifications thereof in force or amended from time to time.

4.2.2 Employment of Labour

The Tenderer shall provide the quantum of labour he deems necessary, or required by the Engineer, for the construction and completion of the Works. The Tenderer shall employ local labour, as far as possible. Arrangements which affect the engagement, transport, paying, feeding and housing of labour and all other matters in connection therewith shall be subject to the regulations and orders of the Government now in force or which may be made from time to time during the continuance of the Contract.

4.2.3 Rates of Wages and Hours

The Tenderer shall, in respect of all persons employed by him in or about the execution of the Contract, pay rates of wages and observe hours and conditions of labour according to the conditions established for the trade or industry or prescribed by regulation or order in force in the district where the work is carried out.

4.2.4 The Client Power to Recover

The Client shall, on report having been made by an Inspecting Officer as defined in the Tenderer's Lab our Regulations, have the power to deduct from the moneys due to the Tenderer any sum required or estimated for making good the loss suffered by a worker or workers by reason of non- fulfillment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the norms of the Contract or non- observance of the said Tenderer's Lab our Regulations.

4.3.0 Employee's State Insurance Scheme

The Tenderer shall be liable to pay his contribution and Employees' contribution to the State Insurance Scheme in respect of all labour employed by him or for the execution of the contract in accordance with the provisions of "The Employees' State Insurance Act,1948" as amended from time to time.

4.4.0 Returns of Labour

4.4.1 The Tenderer shall maintain all prescribed registers, records and other documents in compliance with applicable labour laws and allow the The Client to have access to these documents for inspection. However these inspections shall not absolve the Tenderer of his responsibility for any breach or violation of rules and regulations under the respective acts.

4.4.2 The Tenderer shall obtain prescribed recommendations from the Regional Provident Fund Commissioner under the Employees' Provident Fund and Misc. Provisions Act,1952 and shall cause provident fund contributions from all eligible employees to be deposited regularly with the prescribed authority and in token of which shall submit every month necessary documentary evidence as may be required by the main contractor.

4.4.3 The Tenderer shall indemnify the The Client / Employer against any payments, suits, and lien or default charges to be made under and for observance of the Regulations aforesaid without prejudice to his right to claim indemnity from his Tenderers.

4.4.4 The Tenderer must fully satisfy himself as to these points and allow coverage for the same in the rates while giving his tender. Nothing extra shall be paid on these accounts.

4.4.5 The Tenderer shall, if required by the Main contractor, deliver to the The Client's Representative, or at his office, a return in detail in such form and at such intervals as the The Client may prescribe showing the

supervisory staff and the numbers of the several classes of labour from time to time employed by the Tenderer on the site and such information respecting the constructional plant as the The Client may require.

4.5.0 INSURANCES

4.5.1 Insurance of Works

The Works at the contract price together with the materials for incorporation in the works at their replacement value.

All plants and equipment and other things brought to the site by the Tenderer at their replacement value.

The insurance shall be against all losses or damages from whatever causes, other than excepted risks, for which the Tenderer is responsible under the contract. The insurance cover shall be for the period of contract and also for the period of maintenance, for loss or damage arising from a cause prior to commencement of the period of maintenance, and for any loss or damage, occasioned by the Tenderer in the course of any operations carried out for the purpose of complying with his obligations under clause 2.8.0.

Such insurance shall be affected with an insurer and in terms approved by the main contractor. The Tenderer shall, whenever required, produce the policy or policies and the receipts for payment of the current premiums.

Third Party Insurance

Before commencing the execution of the Works, the Tenderer shall insure against his liability for any material or physical damage, loss or injury which may occur to any property or life including that of The Client or to any person, including any employee of the Main contractor, by or arising out of the execution of the Works or in the carrying out of the Contract. The sum insured will be as stated in Appendix TF.

Such insurance shall be affected with an insurer and in terms approved by The Client and for at least the amount stated in the Appendix TF to Tender Form. The Tenderer shall, whenever required, produce before The Client the policy or policies of insurance and the receipts of payment of the current premiums.

Workmen's Insurance

The Client / Employer shall not be liable for any payment in respect of any damages or compensation payable according to law in respect or in consequence of any accident or injury or loss of life to any workman or other person in the employment of the Tenderer or any Tenderer, except an accident or injury resulting from any act or default of The Client / Employer, his agents or servants. The Tenderer shall insure against such liability with an insurer approved by The Client / Employer for sum of the established norms during the entire period till completion of Period of Maintenance.

Without prejudice to the other rights of The Client / Employer against the Tenderer in respect of such default, the The Client / Employer shall be entitled to deduct from any sums payable to the Tenderer the amount of any damages, compensation costs, charges and other expenses paid by the Tenderer /Employer and which are payable by the Tenderer under this clause.

The Tenderer, in case of re-building or reinstatement after fire, shall be entitled to such extension of time for completion as The Client may deem fit, but shall, however not be entitled to reimbursement by The Client /

Employer or any shortfall or deficiency in the amount finally paid by the Insurer in settlement of any claim arising as set out herein.

Insurance by Tenderer and Nominated Tenderer

Without prejudice to his liability under this clause the Tenderer shall also cause all nominated Tenderer to effect, for their respective portions of the works, similar policies of insurance in accordance with the provisions of this clause and shall produce or cause to produce to The Client / Employer such policies. The Tenderer shall not permit a nominated Tenderer to commence work at the site unless the said insurance Policies are submitted. In the event of failure of the Tenderer to take out such a policy of Insurance before commencing the works at the site, the Tenderer shall be responsible for any claim or damage attributable to the said Tenderer.

Period of Policies

All the insurance covers mentioned above shall be kept alive during the complete period of the contract.

Remedy on Contractor's Failure to Insure

If the Tenderer shall fail to effect and keep in force the insurances referred to above, or any other insurance which he may be required to effect under the terms of the Contract, then and in any such case the The Client on advice of the PMC may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the The Client / Employer as aforesaid from any moneys due or which may become due to the Tenderer, or recover the same as debt due from the Tenderer.

13.0 ARTICLES OF AGREEMENT

Articles of Agreement made on this..... Day of20-- between M/s..... (Hereinafter referred to as the the client /Employer which expression shall include his heirs, Executors, Administrators & Assigns) of the one part and M/s..... (Hereinafter referred to as the Tenderer which expression shall include his heirs, Executors, Administrators & Assigns) of the other part.

Whereas the Main contractor/Employer is desirous of constructing

And has caused drawings & specifications describing the work to be prepared by M/s..... (Hereinafter referred to as the Main contractors).

And WHEREAS the said drawings enclosed, the Specifications and the Schedule of Quantities have been signed by or on behalf of the parties hereto.

And WHEREAS the Tenderer has agreed to execute upon and subject to the conditions set forth herein and to the conditions set forth in special conditions, unit rate specifications, technical specifications and in the schedule of quantities and conditions of contract (all of which are collectively hereinafter referred to as the said conditions and forming part and parcel of this articles of agreement) the work shown upon the said drawings and/or described in the said specifications and included in the said schedule of 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:

- 13.0 In consideration of the said contract amount to be paid at the time and in the manner set forth in the conditions, the Tenderer shall upon and subject to the conditions execute and complete the work shown upon the said drawings and described in the said specifications and the schedule of quantities at the agreed rates.
- 13.1 The Main contractors/Employer shall pay the Tenderer they said contract amount or such other sum that may become payable at the times and in the manner hereinafter specified in the said conditions.
- 13.2 THE TERM 'THE CLIENT (IN THE SAID CONDITIONS) SHALL MEAN **Maharashtra State co-operative SugarFactories Federation Ltd. Sakhar Bhavan , 11th floor, Plot no 230, Nariman Point, Mumbai -400021** AND THE TERM 'CONSULTANT' SHALL MEAN SSARCHINDIA IN THE EVENT OF THEIR CEASING TO BE THE MAIN CLIENT/CONSULTANT, FOR THE PURPOSE OF THIS CONTRACTS SUCH OTHER PERSON OR PERSONS AS SHALL BE NOMINATED FOR THAT PURPOSE BY THE THE CLIENT / EMPLOYER, SHALL BE THE 'THE MAIN CONTRACTOR', PROVIDED ALWAYS THAT NO PERSONS SUBSEQUENTLY APPOINTED TO BE THE CLIENT UNDER THIS CONTRACTS SHALL BE ENTITLED TO DISREGARD OR OVER RULE ANY PREVIOUS DECISIONS EXPRESSED IN WRITING BY THE THE CLIENT FOR THE TIME BEING.

The said conditions and appendix thereto shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by and submit themselves to the said conditions and perform the agreements on their part respectively in the said conditions.

The plans, agreements and documents mentioned herein above shall form the basis of this contract.

The contract is neither a fixed lump sum contract nor a piece work contract, but it is a contract to carry out the work in respect of the entire works to be paid for according to actual measured quantities at the rates contained in the schedule of rate and probable quantities or as provided in the said conditions.

The Tenderer shall offer every reasonable facility for the carrying out of all works relating to installations of electrical installations / fittings, telephone, air-conditioning etc., in the manner laid down in the said conditions and shall make good any damages done to walls, floors, etc., at his cost after the completion of such works.

The Client / Employer reserves to himself the right of altering the drawings and nature of the work by adding or omitting any items of work from the contract or having portions of the same carried out without prejudice to this contract.

Time shall be considered as of the essence of this Agreement and the Tenderer do hereby agree to commence the work within seven days from the date of issue of formal work order and immediately after handing over

of site as provided for in the said conditions and to complete the entire works within the specified period subject nevertheless to the provisions for extension of times.

All disputes arising out of or in any way connected within this agreement shall be deemed to have arisen in Bangalore and only courts in Bangalore shall have jurisdiction to determine the same.

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

AS WITNESS OUR HAND THIS..... DAY OF 20--

Signed by the said TENDERER:

In the presence of:

Address: _____

Occupation: _____

Signed by the said THE CLIENT / EMPLOYER :

In the presence of :

Address: _____

Occupation: _____

APPENDIX-B**Form of Bank Guarantee for Mobilization ADVANCE PAYMENT**Mobilization Advance Undertaking

To,

Maharashtra State co-operative SugarFactories Federation Ltd.**Sakhar Bhavan , 11th floor, Plot no 230, Nariman Point, Mumbai -400021**

AN AGREEMENT made on the _____ day of _____, 2019 BETWEEN (_____ **Bank, having a branch at** _____), & incorporated in India and having its registered office at _____ (hereinafter called "**the Bank**", which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the One Part AND **Maharashtra State co-operative SugarFactories Federation Ltd. Sakhar Bhavan , 11th floor, Plot no 230, Nariman Point, Mumbai -400021** (hereinafter called "**the Main Client**", which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include their successors and assigns) of the Other Part.

WHEREAS the The Client has awarded a Tender for Civil & Interiors Fitout Works Mumbai, Maharashtra, India for the sum of Rs. _____/- (Rupees _____ only) vide Letter of Award No _____, _____ dated _____ to M/s _____ India (hereinafter called "**the Tenderer**", which expression shall unless repugnant to the context or meaning thereof include their respective successors and permitted assigns);

AND WHEREAS the Tenderer is required by the terms of the said contract to provide to the client, a bank guarantee to secure the mobilization advance of Rs. _____/- (Rupees _____ only) for the work to be done by the Tenderer hereafter this day.

AND WHEREAS the Tenderer have requested the _____ **Bank**, having its branch at _____, India, (hereinafter called "**the Bank**") to give the said guarantee which the Bank has agreed to do and The Client has agreed to advance to the Tenderer the said amounts upon the Bank giving such guarantee for a value of Rs. _____/- (Rupees _____ only).

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of The Client having agreed to advance to the Tenderer the above amount in Indian Rupees as aforesaid the Bank hereby agrees to irrevocably and unconditionally to indemnify in India the The Client without protest or demur upon demand without recourse to the Tenderer against repayment to the The Client and/or full adjustment of the said advance out of the contract price not exceeding a sum of Rs. _____/- (Rupees _____ notwithstanding the pending of any disputes between the Tenderer and the Main client. only) and
2. The decision of The Client as to whether the terms and conditions of the contract have been observed and performed by the Tenderer and regarding the refund / adjustment of the full amount of the advance shall be conclusive, final and binding on the Bank notwithstanding any difference between the

The Client and the Tenderer or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

3. The Bank also agrees that The Client at his option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Tenderer and notwithstanding any security or other guarantee that The Client may have in relation to the Tenderer's liabilities.
4. The Bank hereby agrees that the guarantee herein contained shall not be revoked in any circumstances whatsoever before the validity period of the guarantee i.e. on or before -----date----- . At any time during the period in which this Guarantee is still valid, if the aforesaid advance is not fully recovered from and/or fully adjusted against the bills of the Tenderer, it is understood and agreed that the 'Bank' will extend this Guarantee under the same conditions for the required time on demand by the 'Main Contractor' and at the cost of the 'Tenderer'.
5. This Guarantee shall be subject to the Jurisdiction of the Courts at Mumbai and all claims will be made payable at Mumbai.
6. Notwithstanding anything contained herein :
 - a. Our liability under this Bank Guarantee shall not exceed Rs. _____/- (Rupees _____ only).
 - b. this Bank Guarantee shall be valid upto -----date----- ; and (after completion of eighty (80) % of the Tender Value)
 - c. We are liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before -----date----- .

Place :

Date :

IMPORTANT NOTE

Following points shall be taken care of while submitting the Bank Guarantee:

- 1 The Bank Guarantee shall be on non-judicial stamp paper having a value of Rs. 200/- or as per requirement.
- 2 The stamp paper should be purchased in the name of the Bank, who give the guarantee and not in the name of the supplier/ Tenderer.
- 3 The Bank Guarantee shall be strictly as per the Performa.
- 4 The Bank Guarantee should be from any of the Nationalized Banks or its subsidiaries only.
- 5 Correction made on the Guarantee should be endorsed by the Bank with its official seal.

APPENDIX-C

Form of Bank Guarantee for Performance Guarantee

To,
**Maharashtra State co-operative Sugar Factories
 Federation Ltd.**
**Sakhar Bhavan , 11th floor, Plot no 230,
 Nariman Point, Mumbai -400021**

KNOW ALL MEN BY THESE PRESENTS that M/s -----a company registered under the Companies Act,1956 having its registered office -----, - (hereinafter called the 'Tenderer') and M/s ----- Bank having branch at -----, incorporated in India and having its registered office at -----, (hereinafter called the 'Bank' or 'Surety') are held and firmly bound unto **Maharashtra State co-operative SugarFactories Federation Ltd. Sakhar Bhavan , 11th floor, Plot no 230, Nariman Point, Mumbai -400021** (hereinafter called the "the client) in penal sum of Rs -----/- (Rupees -----only), lawful money for the payment of which, well and truly to be made, we find ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly bound by these presents;

AND WHEREAS, the 'Main Contractor' has been awarded the design and build contract Proposed Fitout Works at Mumbai, Maharashtra. (hereinafter called the "Project")

AND WHEREAS the 'Main Contractor' has awarded to the 'Tenderer' the Tender for Construction of -----works" (hereinafter referred as 'contract Works') vide Letter of Award No ----- dated ----- to execute the work of "-----works" for Proposed **Civil Interior Fitout works (Turnkey Works)**

. for a Tender Price of Rs.-----/- (Rupees ----- only) as per the item rates specified in the Bill of Quantities, the scope of work and the terms and conditions specified therein (hereinafter called the 'Tender') and the 'Tenderer' has agreed to execute and complete the said Tender Works within the completion dates and milestone schedule stated therein and to faithfully comply with all the terms and conditions & fulfill all its obligations inter-alia including rectification of all defects to the complete satisfaction of the 'Main Contractor'.

NOW we the 'Bank' being fully authorized to sign and to incur obligations for and on behalf of and in the name of -----BANK, hereby declare that the said 'Bank' hereby unconditionally guarantees the 'Main Contractor' the full amount of Rs -----/- (Rupees ----- only) towards the full and faithful performance of the 'Tenderer' for truly and faithfully performing the 'Tender' and complying with all the terms and conditions thereof and satisfying all the obligations of the 'Tenderer' arising there under, and complying with all the covenants contained therein and/or contained in other documents constituting a part of the 'Tender' and required to be performed by the 'Tenderer' in the manner and within the time provided therein and to fully indemnify and save harmless the 'Main Contractor' from all liabilities, costs and damages which it may suffer by reason of any failure of the 'Tenderer' and to fully re-imburse and repay the 'Main Contractor' for all liabilities, costs and expenses which may be incurred in making good such default or failure inter-alia including reasonable counsel fees incurred in prosecution of defense of any action arising out of or in connection with any such default or

failure. This Bank Guarantee shall also serve as a Retention Money Bank Guarantee for recovery of any

claims of the The Client against the Tenderer till the end of the Defects Liability Period of the Contract.

The 'Bank' hereby stipulates and agrees that no changes, extension of time, alteration or addition to the terms of the 'Tender' or to the Tender Works to be performed there under, or specifications accompanying the same, as may be instructed by the 'Main Contractor' shall in any way effect its obligations on this Guarantee and the 'Bank' hereby waives notice of the same.

We, the 'Bank' hereby confirm and agree to give this Guarantee to the 'Main Contractor' and undertake that this Guarantee shall be irrevocable and unconditional.

We, the 'Bank' hereby affirm that we are Guarantors and responsible to you as the 'Main Contractor', for and on behalf of the 'Tenderer' up to a total of Rs -----/- (Rupees ----- only) and we undertake to pay the 'Main Contractor', upon their first written demand declaring the 'Tenderer' to be in any default, whatsoever, under the 'Tender' without demur, avail, reservation, recourse, protest or argument, and/or without any reference to the 'Tenderer' and without the necessity of a previous notice or of judicial or administrative procedures and without your needing to prove or show grounds or reasons for your demand or the sum specified therein. Any such demand made by the 'Main Contractor' on us shall be conclusive and binding notwithstanding any difference between the 'Main Contractor' and 'Tenderer' and/or any dispute pending before any Court, Tribunal, Arbitrator(s) or any other Authority.

We also hereby agree that the 'Main Contractor' at its option shall be entitled to enforce this Guarantee against us as a Principal Debtor in the first instance without proceeding against the 'Tenderer' and notwithstanding any other Security or other Guarantee(s) the 'Main Contractor' may have in relation to the 'Tenderer's' liabilities.

This Performance Guarantee shall be valid from the date of issuance to till the completion of the The Client's Defects Liability Period for the whole Project (**i.e., up to --th ----- 201-).** At any time during the period in which this Guarantee is still valid, if the 'Main Contractor' agrees to grant a time extension to the 'Tenderer' or if the 'Tenderer' fails to complete the Tender Works including rectification of defects therein or fails to discharge himself of the liabilities, or damages or debts due to the 'Main Contractor', it is understood and agreed that the 'Bank' will extend this Guarantee under the same conditions for the required time on demand by the 'Main Contractor' and at the cost of the 'Tenderer'.

The neglect or forbearance of the 'Main Contractor' in enforcement of payment of an moneys, the payment whereof is intended to be hereby secured or the giving of time by the 'Main Contractor' for the payment hereof shall in no way relieve the Bank of their liability under this Guarantee.

This Guarantee shall be subject to the Jurisdiction of the Courts at Mumbai/ Maharashtra, and all claims will be made payable at Mumbai/ Maharashtra.

Notwithstanding anything contained herein before :

- (i) Our liability under this Bank Guarantee shall not exceed Rs -----/- (Rupees ----- only).
- (ii) This Bank Guarantee shall be valid **up to --th ----- 201-).**
- (iii) We are liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only and only

if you serve upon us a written claim or demand on or before **up to --th ----- 201-**), at our Branch at___,

IN WITNESS WHEREOF we the Bank have signed and sealed this Guarantee on_____day of_____,
2013 being herewith duly authorized.

Place :

Date :

IMPORTANT NOTE

Following points shall be taken care of while submitting the Bank Guarantee:

- 1 The Bank Guarantee shall be on non-judicial stamp paper having a value of Rs. 200/- or as per requirement.
- 2 The stamp paper should be purchased in the name of the Bank, who give the guarantee and not in the name of the supplier/ Tenderer.
- 3 The Bank Guarantee shall be strictly as per the Performa.
- 4 The Bank Guarantee should be from any of the Nationalized Banks or its subsidiaries only.
- 5 Correction made on the Guarantee should be endorsed by the Bank with its official seal

Waterproofing Guarantee

At the time of virtual completion, the main contractor is required to submit, to the owner, this letter,

Contractor

Architects

Clients Page 78

on his letterhead, to guarantee the performance of the waterproofing work at the said project. The said letter shall be endorsed with adhesive stamp/ non judicial stamp paper of Rs. 100/- or appropriate value at the time of issue of Bank Guarantee. The contents of this bank guarantee are as follow:

Name of the Project:

"Proposed interior, Renovation, Repairing work of G1 & G2 , Vishwashish chs ltd. 970, Shankar ghanekar marg , Dadar (west)- 400028.

Name of the Main contractor:

Name of Waterproofing Agency:

M/s. _____

We M/s.

do hereby guarantee that all surfaces treated by us for waterproofing in the above work for **Proposed Interior, Renovation, Repairing work of G1 & G2 , Vishwashish chs ltd. 970, Shankar ghanekar marg , Dadar (west)- 400028.**

.

shall remain entirely watertight for a period of 10 years. Should, however, due to any unforeseen defect left out in the work carried out by us at the time of execution of the work, there be any leakage from any surface treated by us during the period of 10(ten) years from the date of virtual completion of work i.e. from _____ to _____, the same shall be rectified by us without any cost to the Sakhar Sangha. In case of the default by the Waterproofing Agency, we M/s. _____ (Main Contractor) shall be responsible to execute all remediation work.

The intimation received from the Sakhar Sangha/ Architects during Guarantee period shall be deemed to have been received from Main Builder's Contractor and inspection as well as necessary work shall be carried out and reported upon by us forthwith.

Signature if Waterproofing Agency

Signature of the Main Builders' Contractor

15.0 CONTRACT DATA SHEET

NO	ITEM	REFER TO CLAUSE	AMOUNT /PERIOD
1	Earnest Money Deposit	Tender Notice	Rs 25,000/- (Rupees Thirty Five thousand only)in form of Demand Draft
2	Performance Security (Initial)	General Conditions	By Demand Draft or Bank Guarantee from a Nationalized Bank equivalent to 5% of the value of contract within 15 days of " Letter of Intent" valid until the end of defect liability period. THE end will be refunded only on furnishing this BG.
3	Mobilization Advance		An interest free and 5% of the contract value against the separate bank Guarantee from nationalized Bank. This will be recovered at the rate of 25% starting from 2nd R.A. bill
4	Minimum Amount of Third party Insurance for any one accident , number of accidents being unlimited.	General Conditions @ Special Conditions	51 lakhs
5	Contractors all risk policy	General Conditions @ Special Conditions	For the value of the contract and to cover entire duration of contract plus one year
6	Workmen compensation policy	General Conditions @ Special Conditions	As per statutory provision
7	Date of commencement of work	General Conditions	Date of issue of Letter of acceptance.
8	Time of completion	General Conditions and Liquidated Damages	100 days (hundred days) (+ or - 10 days) form letter of Acceptance.Completion to be achieved as per Milestone listed Liquidated Damges clause
9	Amount of liquidated damages	Liquidated Damages clause	0.036% of contract value for every day of delay subject to maximum of 5% of contract value .Individual penalties may apply for each milestone.
10	Period of defects liability	General Conditions	12 month after completion of project
11	Minimum amount of interim certificate and there periodicity		Monthly minimum of 10% of contract value .Minimum prior between two running bill will be 15 days and as per work progress .
12	Retention (%)	Retention Clause	5% of accepted tender amount of bill value to be deducted from each interim bill. Retention will be release upon completion of defect liability period.

13	Time within which payment of interim, final bill will be made after Architects certificate .	General Conditions	15 days from interim bills and one month for final bill
14	Deduction from R.A. bills		TDS, Retention, advance , etc as Application
15	Validity of tender	Instruction to Bidder	90 days from date of submission
16	List of approved makes	As per Vol II	
17	Water supply	Special Conditions	Clients will make the provision
18	Electricity power	Special Conditions	Clients will make the provision
19	Advance against Material	Material advance	

