

PROPOSED AIR CONDITIONING WORK



E- LOBBY & BRANCH

AT

**ROSE GARDEN BUILDING, VAKOLA PIPE LINE,
VAKOLA SANTACRUZ (E) MUMBAI.**

JOB PERIOD – 06 WEEKS

DATE OF ISSUE: - 07/05/2018 TO 28/05/2018

SUBMISSION OF TENDER: -28/05/2018 UPTO 3:00 PM

TECHNICAL BID

- :ARCHITECT: -

DILIP KULKARNI & ASSOCIATES

ARCHITECT, INTERIOR, LANDSCAPE DESIGNER & SURVEYOR.

5, Laxmi Building, Municipal Chawl, Ground Floor, Dr. Ambedkar Road, Near Jaihind Talkies,
Chinchpokli (E) Mumbai - 400 033.

Tel.: - 022 – 2283 5003 / 022 – 2202 1629 FAX: - 2202 7315

MOBILE: - Mr. Milind 9769401775/ 97694 01774

E-MAIL – dkulkarniasso@gmail.com

NOTICE INVITING TENDER

Tender for **AIR-CONDITIONING** Work at **BANK OF BARODA – E-LOBBY AT GROUND FLOOR, ROSE GARDEN BUILDING, VAKOLA PIPE LINE, VAKOLA SANTACRUZ (E) MUMBAI.**

Dear Sir,

01. The **BANK OF BARODA**, hereby invite you to tender on item rate basis for the **AIR-CONDITIONING** Work at **ROSE GARDEN BUILDING, VAKOLA PIPE LINE, VAKOLA SANTACRUZ (E) MUMBAI.**
02. The tender document shall be downloaded from the bank's website – www.bankofbaroda.com.
03. Submission of tenders
02. The tenders to be submitted in two separate envelopes each sealed and clearly identified as to envelop number and contents as indicated below. **AIR-CONDITIONING** Work at **GROUND FLOOR, ROSE GARDEN BUILDING, VAKOLA PIPE LINE, VAKOLA SANTACRUZ (E) MUMBAI.**Your Tender duly filled in and signed and sealed, should be addressed and hand delivered to **REGIONAL OFFICE - Deputy General Manager – BANK OF BARODA –Mumbai Metro Central Region,1st Floor, Kedy Shopping Arcade, 233-234 Belasis Road, Nagpada, Mumbai 400 008 – 400 078, MAHARASHTRA,** on or before **28/05/2018 upto 03:00 p.m.**
- 04 Envelop No. 1 shall contain the following;
 - 04a Form of tender
 - 04b Earnest money deposit of **Rs.5,600/-**(Rupees Five Thousand Six Hundred Only) in the form of demand draft only in favour of **BANK OF BARODA** Payable at **Mumbai** .
 - 04c Tender document other than price bid
03. This envelop shall be superscribed "ENVELOP NO.1" **AIR-CONDITIONING** Work at **GROUND FLOOR, ROSE GARDEN BUILDING, VAKOLA PIPE LINE, VAKOLA SANTACRUZ (E) MUMBAI.**
04. ENVELOP No.2 shall contain only bill of quantities duly filled in and signed on each page by the tenderers. No commercial or technical condition or qualification of any sort shall be indicated by the tenderer in this envelop otherwise the tender shall be liable for rejection.
05. This envelop shall be superscribed "ENVELOP NO.2" **AIR-CONDITIONING** Work at **GROUND FLOOR, ROSE GARDEN BUILDING, VAKOLA PIPE LINE, VAKOLA SANTACRUZ (E) MUMBAI.**
06. Tenders received late on account of any reason whatsoever and telegraphic tenders will not be entertained.
07. **BANK OF BARODA** discourages the stipulation of any condition by the tenderers. The conditional tenders will liable to be rejected.

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08. Validity of Tender: the tender shall be valid for a period of 90 days, from the last date of submission of the tender.
09. **BANK OF BARODA** is not bound to accept the lowest tender and reserves the right to reject any or all the tenders assigning any reason therefore.
10. All the rates indicated in the tender shall be **INCLUSIVE OF ALL MATERIAL CHARGES, TRANSPORTATION, LOCAL LEVIES AS APPLICABLE, LOADING, UNLOADING, LIFTING- SHIFTING, ERECTION, TESTING , COMMISSIONING, VAT, SALES TAX, ANY ADDITIONAL/SPECIAL DUTIES, EXCISE, CUSTOM DUTY ETC. AS APPLICABLE.**
11. The rates quoted shall also be inclusive of Local Authorities Permission/ Handling of Municipal / a Local problem is in contractor's scope of work, including obtaining verbal local permissions for smooth functioning the project, Bank shall not pay any extra amount for the same.

Yours faithfully,

Assistant General Manager

Signature of Contractor / Authorized Person With Rubber Stamp

FORM OF TENDER

To,
The Deputy General Manager
BANK OF BARODA
 Mumbai Metro Central Region,
 1st Floor, Kedy Shopping Arcade,
 233-234 Belasis Road,
 Nagpada, Mumbai 400 008

Dear Sir,

Having examined the drawings, specifications, designs and bill of quantities relating to the works specified in the memorandum hereinafter set out and having examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender, I/we hereby offer to execute the works specified in the said memorandum at the rates mentioned in the attached bill of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in condition of tender, appendix to the form of tender, articles of agreement, conditions of contract, bill of quantities and with such materials as are provided for, by, and in all other respects in accordance with such conditions so far as they may be applicable.

Memorandum

Description of works	AIR CONDITIONING Work at E-LOBBY at GROUND FLOOR, ROSE GARDEN BUILDING, VAKOLA PIPE LINE, VAKOLA SANTACRUZ (E) MUMBAI.
Earnest money deposit	Rs.5,600/- (Rupees Five Thousand Six Hundred)
Security deposit	Total 5% of the contract value consisting of initial security deposit 2% of contract value & retention amount @ 10% to be deducted from the running bills subject to maximum of 5% of the contract value including Initial Security deposit.
Time allowed for completion	06 Weeks from the date of commencement

Should this tender be accepted, I/we hereby agree to abide by and fulfill the terms and provisions of the said conditions of contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to **BANK OF BARODA** the amount mentioned in the said conditions.

I/we have deposited a sum of **Rs.5,600/-** (Rupees Five Thousand Six Hundred Only) as earnest money in the form of Demand draft with the **BANK OF BARODA**. Should I/we fail to execute the contract when called upon to do so, I/we do hereby agree that this sum shall be forfeited by **BANK OF BARODA**.

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All information and documents as required to be submitted with the tenders.

Our bankers are :

The names of partners of our firm are :

Name of the partner(s) of the firm authorize to sign:

Name of the persons having power of attorney to sign the contract (certified true copy of the power of attorney should be attached.

Yours faithfully

Signature of contractor

Signature and addresses of witnesses

APPENDIX TO FORM OF TENDER

Item	Reference No	description
Contract value	1(XXii) of GCC	Total value of the tender as accepted by the employer
Date of commencement	37 of GCC	01 From date of work order.
Time of completion	39 of GCC	06 WEEKS from the date of Commencement.
Liquidated damages for delay	43 of GCC	½% of the contract value per week or part thereof.
Defect liability period	32 of GCC	365 days from the date of virtual completion certificate.
Earnest Money deposit		Rs.5,600/- in the form of DD in favour of Bank Of Baroda
Insurance	36 of GCC	As per clause 36 of GCC
Minimum value of RA bills	47(iii) of GCC	Rs.1,50,000/-
Payment of RA bill	47(iii) of GCC	Value Assessed by Architect within 7 working days and balance amount within 15 working days after submission of bill with complete information and voucher etc.
Initial Security Deposit		2% of contract value
Submission of final bill	47(iv) of GCC	within 45 days from the date of final completion as certified by the Engineer.
Payment of final bill	47 (iv) of GCC	Within 90 days from the date of submission of the final bill by the contractor
Retention Money	46 of GCC	8% of interim bill subject to maximum of 5% of contract value
Release of security deposit	46 of GCC	50% upon issue of certificate of virtual completion & 50% after issue of no dues certificate
Price variation	29 of GCC	Firm price. No escalation

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ARTICLES OF AGREEMENT

(On STAMP PAPER OF Rs.100/-)

ARTICLE OF AGREEMENT made thisday of **TWO THOUSAND EIGHTEEN (2018)** BETWEEN the **BANK OF BARODA**, a company incorporated and registered under the Companies Act, 1956 and having its registered Head office at **BANK OF BARODA – at REGIONAL OFFICE The Deputy General Manager BANK OF BARODA** Mumbai Metro Central Region, 1st Floor, Kedy Shopping Arcade, 233-234 Belasis Road, Nagpada, Mumbai 400 008. hereinafter called “Employer” (which expression shall include its successors and assigns wherever the context or meaning shall so require or permit, of the one part and
..... (hereinafter called the “Contractor”) (which expression shall include its successors and assigns wherever the context or meaning shall so require or permit) of the other part.

WHEREAS the Employer is desirous of carryout the **AIR-CONDITIONING** Work at - **E-LOBBY** at **GROUND FLOOR, ROSE GARDEN BUILDING, VAKOLA PIPE LINE, VAKOLA SANTACRUZ (E) MUMBAI.** as mentioned and has got drawings, specifications and the bill of quantities prepared by their Architects/Consultants which have been signed or on behalf of the parties hereto.

AND WHEREAS the Contractor has agreed to execute upon and subject to the conditions set forth herein and to the conditions set forth in the special conditions and in the Bill of Quantities and conditions of contract (all of which are collectively hereinafter referred to as “The said terms & conditions”, the works, shown upon the said drawings and/or described” in the said specifications and included in the said bill 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 thereunder (herein after referred to as the said “contract value”).

NOW IT IS HEREBY AGREED AS FOLLOWS:

01. In consideration of the said Contract Value to be paid at the times and in the manner set forth in the said terms & conditions; the contractor shall upon and subject to the said terms & conditions execute and complete the works shown on the said drawings, and described in the specifications and/or bill of quantities.
02. The Employer shall pay the contractor The Said Contract Value or such other sum as shall become payable at times and in the manner specified in the said terms & conditions.
03. The said terms & conditions and Appendices thereto shall be read and construed as forming part of this Agreement and the parties hereto shall respectively abide by submit themselves

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to the said terms & conditions and perform the agreements on their part respectively in the said terms & conditions contained.

04. The contract is neither a fixed lump-sum a contract nor a piece work contract but is a contract to carryout the work in respect of the entire work as defined in the contract documents to be paid for according to actual measured quantities at the rates contain in the bill of quantities or as provided in the said contract documents.
05. The contract shall afford every reasonable facility for the carrying out of all works relating to DG Sets in the manner laid down in the said conditions, and shall make good any damages done to walls, floors, etc. after the completion of such works.
06. The Employer reserves to itself the right of altering the Drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract.
07. Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work from date of Letter of Acceptance and to complete the entire work within **06 WEEKS** subject nevertheless to the provision for extension of time.
08. All payments by the Employer under this contract will be made only at Mumbai.
09. All disputes arising out of or in any connected with this agreement shall be deemed to have arisen at Mumbai and only court in Mumbai shall have jurisdiction to determine the same.
10. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor. The Contractor shall not be entitled for the payment for the quantities beyond the tendered quantities unless ordered for by specific written instructions from the engineer.

IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first hereinabove written. (If the contractor is a partnership or an individual)

IN WITNESS WHEREOF the Employer has set its hand to these presents through its duly authorized official and the Contractor has caused its common seal of to be affixed hereunto and the said two duplicates/has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written (If the Contractor is a company)

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Signature Clause

SIGNED AND DELIVERED by the BANK OF BARODA by the hand of

Shri _____

(Name and Designation)

_____ in

the presence of

(1) _____

Address _____

(2) _____

Address _____

Witness

SIGNED AND DELIVERED BY _____

_____ in

the presence of

(1) _____

Address _____

(2) _____

Address _____

Witness

If the party is a partnership firm of an individual should be signed by all or on behalf of all partners.

THE COMMON SEAL OF _____

Was hereunto affixed pursuant to the

resolutions passed by its Board of Directors

at the meeting held on _____

in the presence of

(1) _____

(2) _____

Directors who have signed these presence in token thereof in the presence of

(1) _____

(2) _____

If the contractor signs under its common seal the signature clause should tally with the sealing clause in the Articles of Association.

SIGNED AND DELIVERED by the contractor by the hand of Shri _____

And duly constituted attorney

If the Contractor is signing by the hand of power of attorney whether a company or individual.

SECTION-V

GENERAL CONDITION OF CONTRACT

01. **DEFINITIONS**

In the contract (as here-in-before defined) the following words and expressions shall have the meanings hereby assigned to them except where the contract otherwise requires:

“Employer/ Owner/ Client” means by **BANK OF BARODA, E-LOBBY at GROUND FLOOR, ROSE GARDEN BUILDING, VAKOLA PIPE LINE, VAKOLA SANTACRUZ (E) MUMBAI.** who have called for tenders for the air-conditioning works and who will employ the Contractor and the legal successors in title to the Employer.

“Employer's Representative” means person or persons, firm or company appointed from time to time by the Employer to act as his representative for purpose of the Contract and notified in writing to the Contractor and includes changes in their appointment made by the Employer and so notified.

"Architect / Designer" means "Architect" means **DILIP KULKARNI & ASSOCIATES - 5, Laxmi Building, Municipal Chawl, Ground Floor, Dr. Ambedkar Road, Near Jaihind Talkies, Chinchpokli (E) Mumbai - 400 033.**

and their authorized nominees and representatives or such other firms / persons, as shall be nominated by the Employer.

"Consultant/ Engineer-in-Charge" means **AIR CONDITIONING** consultant "Architect" means **DILIP KULKARNI & ASSOCIATES - 15/5, Laxmi Building, Municipal Chawl, Ground Floor, Dr. Ambedkar Road, Near Jaihind Talkies, Chinchpokli (E) Mumbai - 400 033.**

appointed by the Architect & notified in writing to the Contractor to act as Designer for purposes of the contract and includes any changes in appointment made by the architect and so notified.

"Designer's Representative" means any resident designer of assistant of the designer or any clerk-of-works appointed from time to time by the Employer or the designer to perform the duties set forth in Clause hereof whose authority shall be notified in writing to the Contractor by the Designer.

“Contractor” means the person, firm or company whose tender has been accepted by the Employer and includes Contractor's personal representatives, successors & permitted assigns approved in writing by the Employer.

“Works” means the work to be executed in accordance with the Contract and site shall mean the lands and place shown in the drawings, on which the works are to be executed and any other lands of places provided by the employer or consultants for the purpose of the contract.

“Contract” means conditions of contract, specifications, drawings, priced bill of quantities, schedule of rates and prices (if any), Tender and the Contract Agreement, and all sections of these documents, read together.

“Contract Price” means the sum named in the Tender subject to such additions thereto or deductions therefrom as may be made under the provisions hereinafter contained.

“Temporary Works” means all temporary works of every kind required in or about the execution, completion or maintenance of the works.

12. “Site” shall mean **BANK OF BARODA E-LOBBY at GROUND FLOOR, ROSE GARDEN BUILDING, VAKOLA PIPE LINE, VAKOLA SANTACRUZ (E) MUMBAI.** lands and other places on under in or through which the works are to be executed or carried out and any other lands or places provided by the Employer for the purposes of the contract together with such other places as may be specifically designated in the Contract as forming part of the Site.

“Drawings' means the drawing referred to in the Specifications and any modifications of such drawings approved in writing by the Designer.

Completion Period shall be **as specified in memorandum.**

"Approved" means approved in writing including subsequent written confirmation of previous verbal approval and `Approval' means approval in writing including as aforesaid.

"Week" & "Month" means calendar week and month respectively according to the Georgian calendar.

`Maintenance Period' as defined in Clause shall include the period of Defect Liability.

`Virtual Completion' shall mean that the works are in the opinion of the Employer complete or fit for occupation.

`Act of Insolvency' shall mean any Act of Insolvency as defined by the Presidency Town Insolvency Act, of the provincial Insolvency Act or any Act amending such original.

Words importing the singular only also include the plural and vice versa where the context requires.

The marginal headings or notes in these General Conditions shall not be deemed to be part thereof or taken into consideration in interpretation or construction thereof or of the Contract.

DESIGNER'S/ EMPLOYER'S REPRESENTATIVE

02. DUTIES AND POWERS OF THE DESIGNER'S/ EMPLOYER'S REPRESENTATIVE

- 02.1 The duties of the Designer's Representatives are to watch and supervise the works and to test and examine any materials to be used or workmanship employed in connection with works. He shall have no authority to relieve the Contractor of any of his duties or obligations under the contract nor except as expressly provided here under or elsewhere in the contract to order any work involving delay or any extra payment by the Employer not to make any variation of or in the works.
- 02.2 The Designer may from time to time in writing delegate to the Designer's Representative any of the powers and authorities vested in the Designer and shall furnish to the Contractor a copy of all such written delegations of power authorities. Any written instruction or approval given by the Designer's Representative to the Contractor within the terms of such delegations (but not otherwise) shall bind the Contractor.

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Provided always as follows:

- 02.2a Failure of the Designer's Representative to disapprove any work of materials shall not prejudice the power of the Designer thereafter to disapprove such work or materials and to order the pulling down removal or breaking up thereof.
- 02.2b If the Contractor shall be dissatisfied by reason of any decision of the Designer's Representative he shall be entitled to refer the matter to the Designer who shall thereupon confirm, reverse or vary such decision.

03 EXTENT OF CONTRACT

- 03a The Contract comprises the construction, completion and maintenance of the works and the provision of all labour, services, supervision, materials, plant and machinery, temporary works and everything whether of temporary or permanent nature required in or proper for such construction completion and maintenance and specified or implied in or to be inferred from the contract.

CONTRACT DOCUMENT

04 LANGUAGE

- 04a The contract is to be construed and interpreted in the English language which language is herein designated the 'Ruling languages'.

05 SPECIFICATIONS, DRAWINGS AND INSPECTION

- 05a The work shall conform to the Contract Specifications issued with these tender documents. For any item not covered by these specifications, such work shall be carried out as specified by 'Bureau of Indian Standards' and in the event of there being no specification in the above reference then in such case, the work shall be carried out in all respects in accordance with the instructions and requirements as directed by the Designer from time to time.
- 05b The works shall conform to the drawings as listed in the attached schedule and to such other drawings relating thereto as may be furnished from time to time during construction by the Designer in explanation of details or modifications, including such modifications as the Designer may consider to meet conditions found during the execution of the works. If the work shown on such further drawings or details or other work necessary to comply with such instructions, directions or explanations, be in the opinion of the Contractor of a nature, which the schedule rate in the Contract does not legitimately cover, he shall before proceeding with such work, give notice in writing to this effect to the Designer.
- 05c Complete set of drawings necessary to the extent of working out the rates are issued along with the Tender. Further drawings and details shall be supplied to the Contractor as and when the work proceeds. Consistent with the Time Schedule, the Contractor shall programme and phase the Works and get them duly approved by the Designer. The Contractor shall intimate in writing to the Designer at least 15 days in advance, his requirements of any drawing or working details. Such of these drawings as are deemed necessary in the opinion of the Designer for the smooth progress of the work shall be issued to the Contractor within a fortnight from the date of receipt of Contractor's demand in his office. However any delay in issue of the drawings or details for any reason whatsoever shall neither relieve the Contractor of his responsibility to execute any portion of the works nor entitle him for any compensation on any ground.

- 05d The drawings furnished to the Contractor for this work shall be interpreted by the use of given dimension and nomenclature only. The drawings shall not be scaled. Drawings to a larger scale shall have precedence over those to a smaller scale.
- 05e Prior to the execution of the work, the Contractor shall check all drawings, specifications and shall immediately report all error, discrepancies and or omissions discovered therein to the Designer and obtain appropriate orders on the same. Any adjustment made by the Contractor without prior approval of the Designer shall be at his own risk.
- 05f Description of items in the Bill of quantities is brief and therefore shall be read in conjunction with the relevant drawings and specifications and the Contractor's rates shall be deemed to be for such complete works unless otherwise specified by the Contractor while tendering.
- 05g Cost of all shop drawings, fabrication drawings or form work drawings and details to be furnished by the Contractor shall be deemed to be included in his tendered rates for the work. Approval of shop drawings shall not be construed as authorizing additional work or increased costs to the Employer. Adjustment in the tendered rates or any extension of time to cover required changes in the shop drawings to comply with the requirements of the Contract specifications shall not be allowed.

The approval of the shop drawings by the Designer shall not be construed as a completed dimensional check, but will indicate only that the general method of construction and detailing is satisfactory. Approval of such drawings will not relieve the Contractor of the responsibility for any errors or compliance with the requirements of the Contract plans and specifications, nor any discrepancy between shop drawings and

Contract plans and specifications constitute a basis for deviation from the requirements of the Contract plans and specifications. The Contractor shall be responsible for the dimensions and design of adequate connection, supports, details and satisfactory construction of the work. Any fabrication, erection, setting or other work done in advance of the receipt of approved shop drawings shall be entirely at the Contractor's risk.

GENERAL OBLIGATIONS

06 CONTRACT AGREEMENT

- 06a The Contractor when called upon to be enter into and execute a Contractor Agreement to be prepared at the cost of the Contractor in the form set out in Appendix `A' to these Conditions with such modifications as may be necessary.

07 PERFORMANCE GUARANTEE,

Defect liability period (Guarantee period) (12 + 1) months from the date of taking over of the system by the bank, after rectification of any defects/ shortfalls indicated during the testing of the system. The contractor shall during this period offer free monthly preventive maintenance & shall attend all breakdown calls **WITHIN 8 HOURS** of receipt of such calls. The guarantee shall cover all the components of the system, their installation & also the **capacity & power consumption of the system.**

08 COMPENSATION FOR SHORTFALL IN EQUIPMENT CAPACITY

In case the actual measured plant capacity (using psychometric methods) is lower than specified by the contractor in the Technical Data; the Employer shall be entitled to claim compensation for shortfall in capacity of individual units on a pro-rata basis of the final item rate for the unit. For the purpose of testing; the test shall be carried out at around 4pm on any day when the outside DB temp. is around 103°F & the inside conditions are as per the

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designed conditions. A tolerance of $\pm 3\%$ will be allowed from the tendered data. NO COMPENSATION SHALL BE PAYABLE TO THE CONTRACTOR IN CASE THE MEASURED CAPACITY IS HIGHER THAN THE TENDERED VALUE.

09 COMPENSATION FOR EXCESS POWER CONSUMPTION

In case the actual measured power consumption during testing as mentioned above is found to exceed the tendered value; the Employer shall be entitled to claim compensation for such excess power consumed at the rate of Rs. 50,000/- per excess kW consumed. There shall be no bonus for lower consumption. The test shall be carried out on individual units. Standard **LOCAL** power supply shall be accounted while indicating the **MAX. POWER CONSUMPTION** in the **TECHNICAL DATA**.

10 INSPECTION OF SITE

10.1 The contractor shall inspect and examine the Site and its surroundings and shall be deemed to have satisfied himself before submitting his Tender as to the nature of the ground and the hydrological, climatic and physical conditions as related to the Site, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labour, water, electric power, the quantities and nature of the work and materials necessary for the completion of the works, the means of access to the site and the accommodation he may require, local religious custom and events as shall affect the execution of the works and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his Tender. No extra charges, consequent on any misunderstanding shall be entertained.

11 PROGRAMME TO BE FURNISHED

11.1 On acceptance of the tender the contractor shall submit a detailed bar chart interconnecting the various activities required for the execution of the project. This chart on approval shall be used for monitoring & expediting the progress of work. Based on the approved bar chart, a budgetary fund requirement chart shall also be furnished by the contractor.

12 CONTRACTOR'S SUPERINTENDENCE

12.1 The contractor shall depute an able & competent supervisor as his representative throughout the tenure of the contract or for such periods that the designer finds necessary for smooth completion of the project. The contractor shall be responsible for all the actions of his supervisor. The supervisor shall monitor progress of works & co ordinate with other agencies to ensure smooth completion of the project. The contractor shall also continue to provide free services of his supervisors even after commissioning of the systems to ensure that the owner's employees are properly accustomed to the proper operation of the systems.

12.2 CONTRACTOR'S EMPLOYEES FAIR WAGES

The Contractor shall comply with all industrial & labour rules & regulations, which are in force from time to time. The **CONTRACTOR** has to follow strictly the government labour acts which are in force at present & at all future times & all necessary arrangements for labour will have to be made by the **CONTRACTOR** shall engage Apprentices as per Apprentices Act.

No labourer below the age of 18 years shall be employed in the work.

The contractor shall maintain a detailed record of all materials received on the site or his stores and working areas in the vicinity of the site and shall make such records available to **owners/designer**, at such times as the latter may reasonably require.

All statutory requirements, Factories Act, ESI, Workmen Compensation, Bonus Act, Provident Fund & Gratuity Act, Industrial Dispute Act, VAT etc., wherever applicable and where contributions/compensation/payments are to be made the same shall be borne by the contractor either during the term of contract or after

13 **WORK SCHEDULE AND PROGRESS REPORT**

It is essential that the completion of all the works of this contract is in time period stipulated. The contractor shall comply with the bar chart submitted along with the Tender Document for the progress of work or institute corrective measures, if necessary, to maintain the completion date. The Employer/Designer reserves the right of revise the above Bar Chart.

The Contractor shall submit to Designer by Monday of every week 3 (three) copies of a report in an approved proforma on progress of work made during the previous week and shall also submit a report giving his anticipated progress on all items of works for the current week.

The **CONTRACTOR** shall notwithstanding the provision of any contract to the contrary cause to be paid a fair wage to labourers indirectly engaged on the work including any labour engaged by his **SUB-CONTRACTORS** in connection with the said work as in the labourers had been immediately employed by him.

The Designer shall be at liberty to object to and require the Contractor to remove forthwith from the works any person employed by the Contractor in or about the execution or maintenance of the works who in the opinion of the Designer misconduct's himself or is incompetent in the proper performance of his duties or whose employment is otherwise considered by the Designer to be undesirable and such person shall not be again employed upon the works without the written permission of the Designer. Any person so removed from the works shall be replaced as soon as possible by a competent substitute approved by the Designer.

14 **SETTING OUT**

The Contractor shall be responsible for the true and proper setting out of the works in relation to original points, lines and levels of reference given by the Designer in writing and for the correctness (subject as above mentioned) of the position, levels, dimensions and alignment of all parts of the works and for the provision of all necessary instruments appliances and labour in connection therewith.

15 **WATCHING AND LIGHTING**

The Contractor shall in connection with the works provide and maintain at his own cost all lights, guards, fencing and watching when and where necessary or required by the Designer or Designer's Representative or by any duly constituted authority for the protection of the works or for the safety and convenience of the public or others.

16 **INSURANCE OF WORKS ETC.**

The contractor shall insure the work at his own cost in joint name with 1st name being of the bank and keep them insured until virtual completion of work by an "ALL RISK Insurance policy" for full value of the contract & workman. The minimum limit of coverage for third party insurance liability shall be 0.5% of the accepted contract sum per occurrence & maximum four occurrences a year at any time of the contract period.

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17 **DAMAGE TO PERSONS AND TO PROPERTY**

The Contractor shall indemnify and keep indemnified the Employer against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the work and maintenance of the works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

18 **SUPPLY OF PLANT, MATERIALS AND LABOUR**

Except where otherwise specified the Contractor shall at his own expense supply and provide all the Constructional plant, Temporary Works, materials both for temporary and for permanent works, labour (including the supervision thereof) transport to or from the site and in and about the works and other things of every kind required for the construction completion and maintenance of the works.

19 **CLEARANCE OF SITE**

The Contractor shall keep the whole of the Site in a clean tidy and safe condition by arranging his materials in an orderly fashion. Care shall be taken not to discharge material so as to interface with the progress of the works. All rubbish, waste materials and debris shall be cleared regularly from the site and disposed of in a manner approved by the Designer.

On the completion of the works the Contractor shall clear away and remove from the Site all constructional Plant surplus materials rubbish and Temporary works of every kind and leave the whole of the Site and works clean and in a workmen like condition to the satisfaction of the Designer.

MATERIALS AND WORKMANSHIP

20 **QUALITY OF MATERIALS AND WORKMANSHIP AND TESTS**

All materials and workmanship shall be of the respective kinds described in the Contract and in accordance with the Designer's instructions and shall be subject from time to time to such tests as the Designer may direct at the place of manufacture or fabrication or on site or at all or any of such places, at the contractors cost.

Samples once approved will remain with the Designer till the completion of works. Samples rejected will have to be replaced for fresh approval.

Materials and workmanship not corresponding in character quality with approved samples will be rejected.

The Contractor 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 materials used and shall supply samples of materials before incorporation in the works for testing as may be selected and required by the Designer, as well as furnish all invoices, receipts and other vouchers to confirm compliance herewith.

In particular for this project, manufacturers test certificate will be provided for indoor & outdoor units, laboratory test certificates for samples of ducting sheets, insulation (thermal & acoustic) etc. at the contractor's cost shall be deemed to be included.

21 **ACCESS TO SITE**

The Employer, the Designer and any person authorised by them shall at all times have access to the works and to the site and to all workshops and places where work is being prepared or when materials manufactured articles or machinery are being obtained for the works and the Contractor shall afford every facility for and every assistance in or in obtaining the right to such access.

22 **DELAY AND EXTENTION OF TIME:**

If in the opinion of the Consultant the works be delayed (a) by force major or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through the Contractors own default or (d) by the works or delays of other Contractors or tradesmen engaged or nominated by the Employer or Consultant and not referred to in the Bill of Quantities and/or specified or (e) by reason of civil commotion, local combination of workmen or strike or lock-out affecting any of the building traders or (f) by reason of the Consultant's instructions as per Clauses in consequence of the Contractor not having in due time necessary instructions from the Consultant for which he shall have specifically applied in writing, ahead of time, giving the Consultant reasonable time to prepare such instructions, the Consultant on instructions of the clients shall made a fair and reasonable extends of time for completion of the Contract works. In case of such strike or lock-out, the Contractor shall, as soon as may be, given written notice thereof to the Consultant, but the Contractors shall nevertheless constantly use his endeavors to prevent delay and shall to all that may reasonably be required to the satisfaction or the clients/designers to proceed with the work.

The contractor shall take all practicable steps to avoid or reduce any delay in the execution and completion of the works arising out of: -

- 22a Force majeure,
- 22b exceptionally inclement weather,
- 22c Loss or damage by fire and earthquake,
- 22d Civil commotion, lockout, strike, etc.,
- 22e Consultant's/Employer's instructions,
- 22f Delay on the part of the nominated sub-contractor or nominated supplier,
- 22g Delay on the part of other contractors employed by the employer.

It must be clearly understood that no claim whatsoever will be admissible on account of delay in completion of the work arising out of any reasons mentioned above. The Contractor will be compensated by granting of extension of time on recommendation of the designer and approval by the employer.

23 **RATE OF PROGRESS**

The contractor shall execute the work as per the sequence given by the Designer from time to time so that all the other items of work to be executed by other agencies are completed progressively along with the main work.

24 **SUSPENSION OF WORKS**

The Contractor shall on the written order of the Employer suspend the progress of the works or any part thereof for such time or times and in such manner as the 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 Designer.

- 24a The Employer shall be entitled to terminate and/or suspend this agreement after giving 28 days prior written notice to the Designer's and the Contractor without assigning any reason whatsoever and in such event the Contractor shall do the following within the said period of 28 days from the receipt of such notice.
- 24b Remove himself, his servants, agents, workers, labourers, sub-contractors, and/or any other representatives from the site;
- 24c Hand over to the employer or to any person or persons as the Employer may direct all the construction materials of whatever nature in good and proper condition;
- 24d Inform the Employer and the Designer about special maintenance of any of the items of the construction work which may require immediate attention.
- 24e Give to the Employer and the Designer a list of the materials lying at the site, details of any contract for the purpose of the material and any other information with holding of which shall have prejudicial effect to the interest of the Employer;
- 24f Prepare complete account of the done, materials purchased and ordered and submit the same to the Employer and to the Designer.
- 24g Allow any other contractor and/or agents, workmen, representatives, labourers or any other person authorized by the Employer to enter upon the site and to do and/or carry out any further work but in such event for the further construction work the Contractor shall be liable.
- 24h In the event of the contractor failing to remove himself his workmen, agents representatives or any other person or persons including sub-contractors (if any) from the site within the period stipulated here-in-above, the Contractor shall be bound and liable to a pay to the employer a sum of Rs.1000/- per day till the breach continues SUBJECT HOWEVER this clause shall not entitle in any event the contractor, his agents, workmen, labourers, sub-contractor, or any other person or persons to remain on referred to stipulated period of 28 days.

25 **LIQUIDATED DAMAGES FOR DELAY**

If the Contractor shall fail to complete the works or any specified part thereof within the time prescribed taking into account any approved extensions of such time, then the contractor shall pay to the Employer the sum stated in the Tender is liquidated damages for such default and not as a penalty for every day which shall elapse between the time prescribed or approved extended time as the case may be and the date of completion of the works. The Employer may without prejudice to any other method of recovery deducts the amount of such damages shall not relieve the Contractor from him obligation to complete the works or any specified part thereof or from any other of his obligations and liabilities under the contract. Liquidated damages shall be levied @ **0.5% of the contract value per week of delay or part thereof subject to a maximum of 5% of the contract value** or as prescribed under **MEMORANDUM (whichever is stringent)**.

- 26 **TERMS OF PAYMENT:**
As per **MEMORANDUM**

MAINTENANCE AND DEFECTS

- 27 **MAINTENANCE OF THE WORKS**

Except as may be otherwise provided in specification the expression "Period of Maintenance" in these conditions shall mean the period of maintenance named in the Tender calculated from the date of completion of the works certified by Designer in accordance with Clause hereof or in the event of more than one certificate having been issued by the Designer under the said Clause from the respective dates so certified and in relation to the period of Maintenance the expression "the works" shall be construed accordingly.

To the intent that that works shall at or as soon as practicable after the expiration of the period of maintenance be delivered up to the Employer in as good and perfect a condition (fair wear and tear excepted) to the satisfaction of the Designer that in which they were at the commencement of the period of maintenance the Contractor shall execute all such work of repair amendment reconstruction rectification and making good as may be required of the Contractor in writing by the Designer by agreed dates during the period of Maintenance or within fourteen days after its expiration as a result of an inspection made by or on behalf of the Designer prior to its expiration.

All such work shall be carried out by the Contractor at his own expense if the necessary thereof shall in the opinion of the Designer be due to the use of materials or workmanship not in accordance with the Contract or to neglect failure on the part of the Contractor to comply with any obligation expressed or implied on the Contractor's part under the Contract or is necessary or proper or usual to the works or material or workmanship therein.

If the Contractor shall fail to do any such work as aforesaid required by Designer the Employer shall be entitled to carry out such work by his own workmen or by other contractor and if such work is work which the Contractor should have carried out at the Contractor's own cost shall be entitled to recover from the Contractor the cost thereof or may deduct the same from any moneys due or that become due to the Contractor.

The contractor shall during this period offer free monthly preventive maintenance & shall attend all breakdown calls **WITHIN 8 HOURS** of receipt of such calls. The guarantee shall cover all the components of the system, their installation & also the **capacity & power consumption of the system.**

- 28 **CONTRACTOR TO SEARCH**

The Contractor shall if required by the Designer in writing search for the cause of any defect imperfection or fault under the direction of the Designer and he shall repair rectify and make good such defect imperfection or fault at his own expense.

- 29 **ALTERATIONS ADDITIONS AND COMMISSION**

The Designer with the approval of the Employer shall make any variation of the form, quality, or quantity of the works or any part thereof that may in his option be necessary and for that purpose or if for any other reason it shall be desirable the Designer shall have power to order the Contractor to do and the Contractor shall do any of the following at the accepted main tender rates.

29a Increase or decrease the quantity of any work included in the Contract.

29b Omit any such work or substitute the same by some other work.

29c Change the character or quality or kind of any such work.

29d Change the levels, lines position and dimensions of any part the works and

Executes additional work of any kind necessary for the completion of the Works, and no such variation shall in any way vitiate 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.

No such variation shall be made by the Contractor without an order in writing of the Designer and the Employer. Provided that no order in writing shall be required for increases or decrease in the quantity of any work where such increase or decrease is not the result of an order given under this Clause but is the result of an order given under this Clauses but is the result of the quantities exceeding or being less than those stated in the Bill of Quantities. Provided that if for any reason the Designer shall consider it desirable to give any such order verbally the Contractor shall comply with such and any confirmation in writing of such verbal order given by the Designer whether before or after the carrying out of the order shall be deemed to be an order in writing within the meaning of this Clause provided further that if the Contractor shall confirm forthwith in writing to the Designer any verbal order given by the Designer and the Designer shall confirm the same in writing, then it shall be deemed to be an order in writing of the Designer.

To be able to secure the consent of the Employer to variations proposed by the Designer, the Designer shall prepare draft of such variations and submit a copy to the Employer for approval. The Designer shall also furnish a copy to the Contractor for assessment of programme implications. The Contractor shall prepare his assessment without delay and submit the same in writing to the Designer and the Employer.

30 **VALUATION OF VARIATIONS**

The Designer shall but not without the prior approval of the Employer determine the amount (if any) which in his opinion should be added to or deducted from the sum named in the Contract in respect of any additional or extra work done or work added or omitted shall be valued.

30a Where, in the opinion of the Designer, the rates set out in the Contract are applicable in accordance with the said rates.

30b Where, in the opinion of the Designer, the rates set out in the Contract do not apply or are not provided in the Contract, the rates shall be agreed between the Designer and the Contractor. In the event of disagreement the Designer shall fix such rates as shall in his opinion be reasonable and proper.

30c It shall be understood that such variations will have to be referred to the Designers and the Employers in writing and the Employer's approval to such variations shall be obtained in writing prior to execution of the work.

30d It should be clearly understood that the Contractor shall make no claims whatsoever towards hardships suffered by him in the performance of the contract.

30e Provided also that no increase of the amount of the Contract or rate under Clause. shall be made unless within 14 days of making and order under Clause hereof and in the case of extra or additional work before the commencement of the work, notice shall have been given in writing.

30f By the Contractor to the Designer of his intention to claim extra payment or rates or

30g By the Designer to the Contractor of his intention to vary a rate as the case may be.

The contractor when called for by the owner shall furnish detailed analysis in support of the rates quoted by him against each item of the tender. The owner reserves the right to utilities the analysis thus supplied in settling of any deviations or claims arising out of this contract.

31 **QUANTITIES**

The quantities set out in the Bill of Quantities have been measured but they are not to be taken as representing the actual and correct quantities of the works to be executed by the contractor in fulfillment of his obligations under the contract.

32 **MEASUREMENT OF WORKS**

The Designer and/or the owner may from time to time intimate to the CONTRACTOR that may require the works to be measured and the CONTRACTOR shall attend or send a qualified agent to assist the Designer and Owner's representative in taking such measurements and calculations and to furnish all particulars or to give all assistance required by either of them.

Should the CONTRACTOR not attend or neglect or omit to send such agents then the measurements taken by Designer and Owner's representative or approved by them shall be taken to be the correct measurements mentioned in the specifications.

Any claim which the CONTRACTOR may have to make in respect of such measurement shall be made by him in writing to the Designer within seven days of the date of these measurements, failing which the measurements shall be deemed to have been accepted by the CONTRACTOR.

Where mode of measurement is not specified, the measurement will be taken at site as per IS code of practice of practice for measurements. The CONTRACTOR shall give all assistance for taking measurements like steel measuring tapes, scaffolds, ladder etc.

The Designer shall except as otherwise stated a certain and determine by measurement the value of work ad variations issued by him under Clause hereof. He shall when he requires any part of parts of the works to be measured give notice to the Contractor's authorised agent or representative who shall forthwith attend or send a qualified agent to assist the Designer or the Designer's representative in making such Measurement and shall furnish all particulars required by either of them. Should the contractor not attend or neglect or omit to send such agent then the measurement made by the Architect or approved by him shall be taken to be the correct measurement of the work. The Contractor shall take joint measurements with the Designer's

Representative before covering up or otherwise placing beyond the reach of measurement any item of work. Should the Contractor neglect to do so, the same shall be uncovered at the contractor's expense or in default thereof, no payment or allowance shall be made for such work or the materials with which the same was executed.

CERTIFICATE AND PAYMENTS

33 METHOD OF PAYMENT TO CONTRACTOR

The contractor shall submit to the Designer/Employer on completion works of a value sufficient to qualify for interim payments as per terms of payment, three copies, each signed by the Contractor of the bill along with measurement sheets, in such form as the Designer may prescribe showing amounts to which the contractor may consider himself entitled to in respect of:

- 33a The work executed in accordance with the contract.
- 33b Payment against supply & erection of equipment/ material
- 33c Variations issued by the Designer.

The Designer shall check the statement submitted by the Contractor in accordance with the provisions of this clause and within a reasonable period from the receipt thereof shall issue a certificate to the Employer and to the Contractor stating the amount which he considers is rightfully due to the Contractor in respect of the aforesaid statement.

Payment upon each of the Designer's certificate shall be made by the Employer within a reasonable time after such certificate has been delivered to the Employer.

All payments made under this Clause shall be regarded as payments on account and shall not preclude the Designer from making any correction or modification in any previous certificate which shall have been issued by him or from withholding any certificate if the works or any part thereof are not being carried out to his satisfaction five signed copies of the final statement of accounts for the works prepared in the form specified for interim statement shall be submitted by the Contractor to the Designer within a period not exceeding one month from the date of issue of a certificate of completion in respect of whole of the works.

The aforesaid final statement shall be checked by the Designer in consultation with the Employer and if agreed upon shall be signed by the Employer, the Designer and the Contractor and subject to agreement thereon or prior reference to arbitration shall be signed by the Designer and the Contractor as representing the final statement of moneys due to the Contractor under the Contract. No certificate other than the Final Payment Certificate shall be deemed to constitute acceptance of the accuracy of any claim or demand made by the Contractor or of additional or varied work having been ordered by the Designer.

The Employer shall be entitled to deduct from any moneys due to the Contractor under this Clause the value of materials designated in the contract to be procured by the Employer and supplied to the contractor at the fixed prices.

The currency for all payments under this Contract shall be the Indian Rupee.

33 d. **Additional Security Deposit**

In case L-1 bidder quotes abnormally low rates (i.e. 10% or more, below estimated project cost), the bank may ask such bidder to deposit additional security deposit (ASD) equivalent to difference of estimated cost vis-à-vis L-1 quoted amount for due fulfilment of contract. Such ASD could be in the form of FDR / Bank's guarantee in the Bank's name as per format approved by the Bank. On successful completion of work ASD will returned to the contractor. In case contractor fails to complete the work in time or as per tender specification or leave the job incomplete, the bank will be at liberty to recover the dues from ASD or to forfeit such ASD as the case may be within its sole discretion.

33 e. No interest shall be paid to the amount retained by the Bank as Security Deposit.

SETTLEMENT OF DISPUTES

34 **ARBITRATION**

LAWS GOVERNING THE CONTRACT

If any disputes or difference of any kind whatsoever shall arise between the Employer or the Designer and the Contractor in connection with or arising out of the Contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the termination, abandonment or breach of the Contract) it shall in the first place be referred to and settled by the Designer who within a period of 90 days after having been requested by either party to do so shall give written notice of his decision to the Employer in respect of every matter so referred shall be final and binding upon the Employer and the Contractor until the completion of the work and shall forthwith be given effect to by the Contractor who shall proceed with the works with all due diligence whether he or the Employer requires arbitration as hereinafter provided or not. If the Designer has given written notice to his decision to the Employer and the Contractor and no claim to arbitration has been communicated to him by either the Employer or the Contractor within a period of 90 days from receipt of such notice the said decision shall remain final and binding upon the Employer and the Contractor.

Reference to arbitration in accordance with provision of this clause shall be condition precedent to action at law. This submission shall be deemed to be a submission or Arbitration within the meaning of the Indian Arbitration Act, 1940, or any statutory modification thereof.

The contract shall be governed by laws of India. Subject as aforesaid only Courts of Competent Jurisdiction in **Mumbai** will have jurisdiction in actions at law.

35 **SERVICE OF NOTICES**

The Contractor shall notify in writing to the Employer and the Designer his address in Mumbai for the purpose of service of any notice to him under the terms of the Contract and any such notice to the Contractor shall be deemed to be duly served if sent by registered post to or left at such address or if delivered to the agent or representative of the Contractor for the time being authorised and approved under the Contractor or if left at the Contractor's registered office or at his last known address.

Any notice to be given to the Designer or Designer's representative under the terms of contract shall be duly served if sent by Regd. post or delivered at the Designer's office at DILIP KULKARNI & ASSOCIATES - 15/3, Metro House, "C" Wing, 2nd Floor, Opp. Delhi Darbar Hotel, Shahid Bhagat Singh Marg, Colaba Causway, Mumbai – 400 039, under acknowledgement.

Signature of Contractor / Authorized Person With Rubber Stamp

Any notice to be given to the Employer or the Employer's Representative under the terms of the Contract shall be deemed to be duly served if sent by registered post to or delivered at the Employer's office under acknowledgement.

36 **VARIATIONS IN PRICE**

The Contract shall be on a fixed rate basis and the Contractor shall allow for the risk of any rise or fall in the cost of labour, materials and plant. No adjustment in the contract price or to individual rates or sums inserted by the Contractor in the Contract shall be made by reason of any change in the conditions of employment of labour and staff, any change in the cost of materials for the permanent or the temporary works or in consumable stores, fuel, power and water, any variation in the rates of freight or other transport or incidental costs handling charges or otherwise howsoever.

The payment to be made by the Employer to the Contractor for the works will not be affected by any variation in the prices of materials which are used in the works and the Contractor will not be entitled to claim any increase in the prices nor will the Employer be entitled to claim any rebate in the rates of payment because of any decrease in the prices.

Statutory variations in VAT, EXCISE, SALES TAX & SERVICE TAX shall however be to the employers account, provided the exact amount & rate of the relevant tax/ duty is indicated in the offer. Changes on account of change of interpretation of any acts by the authorities at a later date shall NOT be borne by the EMPLOYER.

SPECIAL CONDITIONS OF CONTRACT

37 **VARIATIONS NOT TO VITIATE CONTRACT**

The Contractor shall when directed in writing by the Consultant omit from or vary works shown upon the Drawings or described in the specifications or included in the priced schedule of Quantities, but the Contractor shall not make any alterations or additions to or omissions from the works or any deviations from the provisions of the Contract without such authorization or direction in writing from the Consultant.

No claim for an extra shall be allowed unless it shall have been executed by the authority of the Consultant as herein mentioned. Any such extra is hereinafter referred to as an authorised extra. No variations, i.e. additions, omissions, or substitutions shall vitiate the contract.

The rates of items not included in the Bill of Quantities shall be settled by the Consultant.

When extra work cannot properly be measured and valued, the Contractor shall be allowed day work prices, provided that a written authority for day work is obtained by the Contractor before the execution of the extra work and provided that if any case vouchers specifying the time spent upon the work countersigned by the Employer's Representative and the materials employed shall be delivered for verification to the Consultant not later than the end of the week following that in which the work has been executed.

If compliance with the consultant's instruction involves the contractor in any loss or expense beyond that provided for in or reasonably contemplated by the contract, then unless such instructions were issued by reason of some breach of the Contract by the Contractor, the amount of such loss and/or expense shall be ascertained by the Consultants and shall be reimbursed to the Contractor by the Employer on the Consultant's certificate.

If the Contractor fails to comply with the Consultants instructions within a fortnight after the receipt of a written notice from the Consultant, requiring compliance with such instructions, the Employer through the Consultant may employ some other Agency to execute any work whatsoever which may be necessary to give effect to such instructions and all expenses

Signature of Contractor / Authorized Person With Rubber Stamp

consequent there on or incidental thereto be borne by the Contractor and shall be recoverable from or may be deducted by the Employer from any monies due to him.

38 CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

The contractor shall provide everything necessary for the proper execution of the works according to the true intent and meaning of the Drawings, Specifications and Bill of Quantities taken together whether the same may or may not be particularly shown or described therein, provided that the same can be inferred there from & if the Contractor finds any discrepancy in the Drawings or between the Drawings, specifications & Bill of Quantities the following order/preference shall be observed: -

38a Description of Bill of quantities,

38b Particular specifications and special condition if any,

38c Drawings,

38d General Specifications,

38e The contractor when called for by the owner shall furnish detailed analysis in support of the rates quoted by him against each item of the tender. The owner reserves the right to utilize the analysis thus supplied in settling of any deviations or claims arising out of this contract.

39 AUTHORITIES NOTICES, PATENT RIGHTS & ROYALTIES:

The Contractor shall conform to the provisions of the statutes relating to the works, and to the Regulations and Bye laws of any local Authority, and of any Water, lighting and other companies or Authorities with whose systems the structure is proposed to be connected, and shall before making any variation from the Drawings or Specifications that may be necessitated by so conforming, give to the Consultant written notice, specifying the variations proposed to be made and the reason for making it, and apply for instruction thereon. In any case the Contractor shall not proceed with the work conforming to the provision Regulations or Bye-laws in question.

The Contractor shall bring to the attention of the Consultant all notices required by the said Acts, Regulations or Bye-laws, to be given to any Authority by the Employer or Officer, all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Consultant.

40 TO DEFINE TERMS AND EXPLAIN PLANS:

The various parts of the Contract are intended to be complementary to each other, but should any discrepancy appear, or any misunderstanding arise as to the import of any thing contained therein, the explanation of the Consultants shall be final and binding. The correction of any errors or commissions of the Drawings and Specifications may be made by the Consultants, when such correction is necessary to bring out clearly the intention, which is indicated by a reasonable interpretation of the Drawings & Specifications as whole.

41 The whole of the works as described in the Contract (including the Schedule of quantities, the specifications and all drawings pertaining thereto) and as advised by the consultants from time to time is to be carried out and completed in all its parts to the entire satisfaction of the employer/engineer and the consultant. Any minor details which are obviously and fairly intended, or which may not have been definitely referred to in this contract, are to be included in this contract.

Rates quoted in the Schedule shall be inclusive of all freights, taxes, such as Octroi, Sales tax, Royalties, etc., as well as transportation, so as to execute the contract as per the rules and regulations of Local Bodies, State Government and the Government of India. Any Statutory increase in levies, octroi, royalties, etc. by Government over and above considered at the time of tendering, will not be paid by the owner. No claim regarding escalation of prices on labour, materials or on other aspects shall be entertained during the period of execution of work or thereafter. No claim regarding escalation of price on labour, materials or on other aspects shall be entertained during the period of execution of work or thereafter for extension period, if granted.

The rates quoted in the tender should include all charges for :

- 41a Labour, maintenance, fixing, arranging, cleaning, making good, hauling, lifting etc.
- 41b Plant, double scaffolding, framework, English ladders, ropes, nails, spikes, tools, material and workman like protection from weather, temporary supports, platform & the maintenance of the same.
- 41c Covering for the walling and other works during inclement weather or strikes or whenever directed, as necessary.
- 41d All temporary canvas, lights, tarpaulin, barricades, water shoots, etc.
- 41e All stairs and steps, thresholds & any other requisite protection of the works.
- 41f All such temporary weather-proof sheds at such places & in a manner approved by the DESIGNER for the storage and protection of materials against the effects of Sun and Rain.
- 41g All such temporary fences, guards, approaches & roads as may be necessary for execution of the contract works and for safe guarding the public.
- 41h No tools & plants shall be issued by the Employer under the contract.

The rates quoted by the tenderer in the schedule of probable quantities will be deemed to be for the finished work.

42 CONTRACT AGREEMENT

The Contractor will have to enter into an agreement on a Non-Judicial stamp paper of requisite value. The proforma for the agreement will be as per the general conditions and special conditions of the contract bound in the tender. The cost of stamp paper will be borne by the Contractor.

43 WORKS AT NIGHT

In order to keep to the time schedule, it may be necessary for the Contractor to work outside normal working hrs.& during holidays. The contractor shall make necessary provision in his rates & also take all permissions & make all required arrangements for this purpose as required by the Owner & to comply with all rules and regulations of local authority stipulations. For all such work, application in writing shall have to be made atleast 48 hrs. in advance. The owner solely at his own discretion may permit work beyond normal hrs, for which no extra payment shall be allowed to the Contractor. All labour & material shall be transported by the staircase as the use of the lift shall not be available for such purpose. All

required arrangements for lighting, security etc. shall be made by the Contractor for this purpose without any extra cost to the Owner.

If the contractor is required to work at night, the contractor shall provide & maintain at his own cost sufficient lights to enable the work to proceed satisfactorily without danger. Approaches to the site also shall be sufficiently lighted by the Contractor. No extra payments will be made for night work.

44 The Contractor shall pay particular attention to ensure safety of his staff & workmen and others in the vicinity & shall be responsible for any loss of life or injury to persons due to negligence or any other causes whatsoever except natural causes. He shall provide all necessary fencing & lights required to prevent accidents & shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions & to pay any damages & costs which may be awarded in any such suit, action or proceedings to any such person or which may with consent of the CONTRACTOR be paid to compromise any claim of any such person.

45 All debris or other matter of an offensive nature shall not be deposited on the site, but shall at once be carted away by the CONTRACTOR TO some place provided by local authorities.

46 **TRIAL RUN:**

Trial run of the system shall comprise of (but not limited to):

Operation of individual equipments.

Blowing of the ducts & other accessories.

Initial balancing.

Checking of current drawn by various equipments etc.

47 **FINAL TESTING:**

Final testing of the system shall be carried out after full (near full) occupation of the premises with all the equipment installed in place. The test data as per the format enclosed shall be taken & analyzed for the purpose of evaluating the performance of each equipment & system in general.

48 **Compliance of labor legislation:**

The contractor has to comply with the provisions of all labour legations including the requirements of:

48A The Payment of wages Act.

48B Employer's Liability Act.

48C Workmen Compensation Act.

48D Contract labour (Regulation & Abolition) Act, 1970 & central rules 1071.

48E Apprentices Act 1961.

48F Any other Act or Enactment relating there to rules framed there under from time to time.

TECHNICAL SPECIFICATIONS
SPLIT / DUCTABLE AIRCONDITIONERS

01 **SCOPE**

The scope of this section covers the supply, installation, testing & commissioning of split /Ductable Air-Conditioning unit.

02 **GENERAL**

The split/ Ductable air-conditioners shall be completely factory assembled, wired, tested & shall generally comprise the following:

- 02a The indoor unit shall comprise of the cooling coil, evaporator blower with motor & drive, thermostats, thermostatic expansion valves, filters etc.
- 02c The drain tray shall also be adequately insulated to ensure no sweating / condensation at the bottom of the tray.
- 02d Timer should be provided to stagger & sequence the operation of evaporator fan & the Compressor.

03 **TESTING**

Each unit shall be factory assembled tested. A test certificate will have to be furnished with each unit on delivery.

04 **SPLIT TYPE AIRCONDITIONERS:**

These shall be similar in construction to the ductable, split A.C.'s mentioned above except that:

- They shall be suitable for 230 V \pm 10% single phase a.c. supply.
- The evaporator fan shall be capable of 300 CFM/TR with no duct connection.
- The design for the indoor shall be Hi-Wall type unless specified otherwise.

05 **WINDOW / DUCTALBE / SPLIT TYPE AIRCONDITIONERS:**

These shall be similar in construction to the Split A.C.'s mentioned above except that:

- The condensing unit & indoor unit shall be mounted on a common chassis.
- The condenser & evaporator fan may have a common motor.
- The design shall be side (vertical) throw type with oscillating louvers unless specified otherwise.

06 **CODES & STANDARDS:**

The design, manufacture, performance of the air-conditioners shall comply with all currently applicable statutes, regulations & safety codes in the locality where the equipment is being installed. The equipment, its components as well as accessories shall conform to the latest applicable **IS, ARI, ASHRAE** standards.

SPECIAL NOTES FOR CONTRACTOR

- a. Soft refrigerant piping where ever used shall be properly installed & bends shall be made using tube bender;
- b. Where pipes &/or cables pass through walls or ceilings; proper G.I. Pipe sleeves shall be provided whether the same is specifically mentioned or not; no separate rates will be applicable
- c. Refrigerant pipes shall be mounted on teak wood gutties to avoid physical contact with structure & shall be properly clamped & neatly laid; no separate rates will be applicable;
- d. Site progress register shall be maintained at site;
- e. All tools, tackles, instruments & manpower required for testing (including witness test by Engineer/ Consultant) shall be arranged free of cost by contractor as & when required including for re-tests if any;
- f. Free periodic services for maintenance shall be provided by contractor (depending upon actual site requirement like choking of condenser coil etc.) but not less than **ONE SERVICE PER MONTH** to ensure efficient operation of the system.
- g. The unit rates indicated shall be **INCLUSIVE OF ALL MATERIAL CHARGES, TRANSPORTATION, LOCAL LEVIES AS APPLICABLE, LOADING, UNLOADING, LIFTING- SHIFTING, ERECTION, TESTING , COMMISSIONING, VAT, SALES TAX, ANY ADDITIONAL/SPECIAL DUTIES, EXCISE, CUSTOM DUTY ETC. AS APPLICABLE.**
- h. **ANY ADDITIONAL LIABILITY ARISING OUT OF A DIFFERENT NTERPRETATION OF RELEVANT ACTS SHALL BE TO CONTRACTORS ACCOUNT.**
- i. **TAXES & DUTIES INCLUDED (ITEMWISE) SHALL ALSO BE CLEARLY INDICATED BOTH AS PERCENTAGE & IN RUPEES.**
- j. Grouting for supports of contractors equipment shall be carried out by contractor,
- k. The contractor shall carry out tests on different equipment's as specified in various sections, in the presence of clients/their authorized representatives &/or the consultants in order to enable them to determine whether the plant & equipment's and installation in general comply with the specifications

APPROVED MAKES FOR AIRCONDITIONING SYSTEM

<u>ITEM</u>	<u>MAKES</u>
1. Split & Window Type Air-conditioners	Voltas / Carrier / Blue Star / Hitachi
2. Electric Cables	KRISHNA CABLES / POLYCAB (ISI Marked) / approved equivalent

All alternative makes offered shall be clearly spelt out in the offer & shall be subject to our acceptance.