

**ICHALKARANJI TEXTILE DEVELOPMENT CLUSTER LTD.
ICHALKARANJI.DIST KOLHAPUR.**

TENDER NO. 1

CONSTRUCTION OF COMPOUND WALL AT SUMP & PUMP HOUSE IN GAT NO. 114.

1. ESTIMATED COST: Rs. 4.66 Lacs
2. EARNEST MONEY DEPOSIT: Rs. 4700/-
3. INITIAL SECURITY DEPOSIT: Rs. (2% +1%EMD)
4. TOTAL SECURITY DEPOSIT: Rs. (3% +5%)
5. TIME LIMIT: Rs. 2 MONTHS
6. TENDER COST: Rs. 500 /-

7. CONSULTING ENGINEER TECHNICAL WING OF CLUSTER.

8. NAME & ADDRESS OF
THE CONTRACTOR:

-,

9. DATE OF ISSUE : 17th Dec. 2008 to 29th Dec. 2008
10. LAST DATE OF SUBMISSION : 30th Dec. 2008, UP TO 2.00 P.M.

**ICHALKARANJI TEXTILE DEVELOPMENT CLUSTER LTD.
ICHALKARANJI.**

**Upgradation of Infrastructure facilities at Textile Cluster, Ich.
Maharashtra.**

**Project under Industrial Infrastructure Upgradation scheme (IIUS)-
2003.**

Ministry of Commerce & Industry.

Government of India.

**TENDER DOCUMENTS FOR THE WORK OF-
CONSTRUCTION OF COMPOUND WALL
AT SUMP & PUMP HOUSE IN GAT NO. 114.**

**ICHALKARANJI TEXTILE DEVELOPMENT
CLUSTER LTD., ICHALKARANJI.**

5/617, SWIMMING POOL PREMISES, NEAR VED BAVAN,
ICHALAKARNJI-416115. DIST.KOLHAPUR. (MAHARASHTRA).

Phone No. : (0230)2421009, FAX: (0230)2421143

INDEX

SR.NO	DESCRIPTION.
1.	TENDER NOTICE
2.	APPENDIX
3.	OFFER LETTER.
4.	ADDITIONAL CONDITIONS
5.	TENDERING PROCEDURE.
6.	SPECIAL CONDITIONS
7.	GENERAL CONDITIONS OF CONTRACT.
8.	TECHNICAL SPECIFICATIONS.
9.	SCHEDULE [A]
10.	SCHEDULE [B]

ICHALKARANJI TEXTILE DEVELOPMENT CLUSTER LTD.

5/617, Swimming pool Premises, Near Ved Bhavan, ICHALKARANJI-416115 DIST.KOLHAPUR (Maharashtra)

Phone: (0230) 2421009, Website: www.ichcluster.com Email : chairperson@ichcluster.com

TENDER NOTICE

Sealed Percentage rate tenders are invited for the following works from reputed Experienced or Registered Contractors.

Sr. No.	Name of the Work	Estimated Cost In Rs. in lacs.	Earnest Money Deposited in Rs.	Period of Completion of work	Tender Form Cost In Rs.
1	Construction of compound wall at Sump and Pump House at in Gat No. 114	4.66	4700/-	2 Months	500/-
2	Supply & Erection of 16 Mtr. High Mast at Vikramnagar Chowk in Ichalkaranji.	5.48	5500/-	2 Months	500/-
3	Supplying, erecting & Commissioning pumping machinery and Accessories for Stage I For Parvati Co-op Industrial Estate, Yadrav.	5.92	6000/-	3 Months	500/-

1.

Blank Tender Forms, will be issued at cluster office between 17th Dec. 2008 to 29th Dec. 2008 on payment of tender form fee and fulfilling eligible criteria as per tender form

2. Sealed tenders will be accepted in cluster office on or before Tuesday, 30th Dec. 2008 up to 2.00 P.M. Tender will be opened on the same day at 4.00 P.M. in the presence of tenderers.

If any change in the date on tender opening it will be informed.

3 Ichalkaranji textile development cluster reserves the rights to reject any or all tenders without assign any reasons.

4

This Tender Notice & Tender Documents are also available at our website www.ichcluster.com

(G.R.Akiwate.)

Managing Director.

(Sou. Kishori P. Awade.)

Chairperson

DETAILED TENDER NOTICE

NAME OF WORK : Construction of compound wall at sump & pump House in Gat No. 114.

Sealed Percentage Rate Tender in B-1 form are invited from Reputed Experienced or registered contractors who are qualifying following “Essential Qualifying Criteria”. Detail of execution of work is mentioned in Tender Notice.

Tender documents can also be downloaded from Company’s website www.ichcluster.com and in such a case, the tenderer shall deposit the cost of tender documents along with submission of the tender, failing which his tender will not be opened. The cost of tender documents shall be deposited in the form of demand draft/pay order and enclosed in the envelope containing the Earnest Money Deposit. Tenderers are advised not to make any corrections, additions or alterations in the downloaded tender document. In case, any correction, additions or alterations in the downloaded standard documents are made, such tender shall not be considered.

Essential Qualifying Criteria

1. The Contractor should possess the experience of having successfully completed similar works during the last 3 years (ending last day of 31st March every year.) which should be any one of the following.
 - i) Three similar completed works each costing not less than amount equal to 30% of the estimated cost.
 - ii) Two similar completed works each costing not less than amount equal to 40% of the estimated cost.
 - iii) One similar completed works costing not less than amount equal to 65% of the estimated cost.
2. The financial turnover during the last three years should be at least 30% of the estimated cost.

Notes:- the financial turnover shall be judged from ITCC or Annual reports including Profit and Loss A/c.

3. The Contractor should have its net worth not less than 10% of the estimated cost of the tender. This will be judged from the audited balance sheet of the last financial year ending on a date not prior to 18 months from the due date of submission of the tender.
4. The contractor should submit performance certificate in reference to S. No.1 (Minimum 3 Nos., 2 nos., or 1 n. as the case may be) above from clients for having successfully completed similar works in the last three years.
5. There should not be any unsatisfactory performance report of the contractor from any source.

1. Name of Work: Construction of compound wall at sump & pump House in Gat No. 114.

2. Cost of each blank tender form :- Rs.500/-
(Non Refundable)
3. Estimated Cost of Works :- Rs.4.66 Lakhs
4. Earnest Money :- Rs.4700/-
5. Initial Security Deposit (2%+1% EMD) :- 2 % + 1 %
and Further Security Deposit,

to be deducted from bills. (5%) :- Rs. _____

6. Date and time upto which

Blank tender forms will be issued. :- 17th Dec. 2008 to 29th Dec. 2008

7. Date & time of receipt of tender. :- 30th Dec. 2008, 2.00pm

8. Probable date and time of

opening of tender. :- 30th Dec. 2008, 4.00pm

9. Validity Period :- 120 Days

The offer of the contractor shall remain valid for acceptance for a minimum period of 120 days from the date fixed for opening of Envelope No. 2 (Main Tender) and thereafter until it is withdrawn by the contractor by notice in writing duly addressed to the authority opening the tender and sent by Registered Post Acknowledgement due.

10. The tender notice shall form a part of the contract agreement.

11. The tenders are invited on Company design only.

12. The blank tender forms will be sold only to the eligible Contractors and above on production of original or attested copy of valid registration or renewal certificate at the time of applying for issue of blank tender forms otherwise blank tender forms will not be issued to them.

13. The tenderer if firm or company shall in their forwarding letter mention the names of all the partners of the firm or the company (as the case may be) and the name of the partner who holds the power of attorney if any, authorizing him to conduct transaction on behalf of the firm or company.

14. Right is reserved to revise or amend the contract documents fully or part thereof prior to the date notified or amended for the receipt of tender. Such deviations/amendments if any shall be communicated in the form of corrigendum or by a letter as may be considered suitable.

15. Right is reserved to or rejects any or all tenders without assigning any reason thereof.

16. Tenders that do not fulfill all or any conditions or are incomplete in any respect are liable to summary rejection.

2. Tender form, conditions of contract, specifications and contract drawings can be had on payment of Rs.500/- cash/DD (Rs. Five Hundred Only) per set from the office of the company on any working days during office hours (except Sunday & Holiday). Postage will be extra.

Further information regarding the work can be obtained from the above office. The Tender will be received in the company office on 16th Sept 2006 upto 2.00 pm and will be opened on the same day if possible, in the presence of such intending tenderers or his/ their authorized representatives who may be present at that time. Tenders sent by post shall be sent in good time by registered post and must reach by the above time and date. For late delivery or no delivery by postal authority, the company will not be responsible.

3. The offer shall be valid for 120 days from the date of opening of the Tender.

5. No alternative designs will be accepted for this work.

6. No suggestions/ conditions will be accepted for this work.

Contractor

Managing Director

APPENDIX - I

NAME OF WORK :

CONSTRUCTION OF COMPOUND WALL AT SUMP AND PUMP HOUSE IN GAT NO.114

- A] Estimated Cost : Rs.4.66 Lacs
- B] Earnest Money : Rs. 4700/-
- C] Total Deposit Amount : To be paid 1 % inclusive of earnest money.
(2 % initially as Security Deposit and
5 % from running bills.)
- D] Defects liability Period : 24 months including two complete rainy
season
- E] Date of Commencement :._____ 2008
- F] Period of completion of work : 2 months
- G] Compensation per day for non : Rs. _____ /- per day
Completion of the work within
The period of completion of work
- H] Value of the work for interim : Rs.50,000/-(of executed work)
Certificate. [Excl. Material supplied by Owner]
Bills to be submitted Once in a month
During last week.
- I] Issue of final completion Certificate : Minimum 1 month after completion of all
the items of Building including issue of
virtual completion certificate.
- J] Period for recording measurements : 30 Days

CONTRACTOR

TENDERER'S EXPERIENCE

Tenderer shall furnish here a list of similar jobs executed by him to whom a reference may be made by owner / Board in case he considers such a reference is necessary .

Sr. No. of work.	Name & Description	Value of work.	Period of Construction client And data.	Person (with addresses to whom reference may be made)
------------------	--------------------	----------------	---	---

Tenderer certifies that the above information is true and in case it is found not be true, at a later data the owner / Board shall have the right to terminate the contract.

Signature -----

Designation -----

Company -----

Seal of Company

Date -----

SCHEDULE OF DRAWINGS

The drawing are only for Tenderer's guidance. Actual work shall be done according to 'Approved for Execution' drawings only.

Sr.No.	Drawing No.	Title.
1.		Plan, Elevation section and General Drawing etc.

The above listed drawings must be returned with the tender documents at the time of submission of tender.

Note: All detailed construction drawings will be issued during construction stage.

SCHEDULE OF EQUIPMENT

The Tenderer shall indicate herein below the equipment, he has in possession and the equipment he proposes to bring to the site, in case the work is awarded to him.

Sr. No.	Type & Description of the equipment	Numbers of the Tenderer has in possession.	Numbers the Tenderer proposes To bring to site
1.	2.	3.	4.

Tenderer hereby confirms that the quantity and type of tools he will employ for construction will not be less than those listed above, and agree to bring more equipment , if so warranted in the opinion of the Engineer –in – charge.

Signature_____ -

Designation _____

Company _____

Seal of Company.

Date -----

DECLARATION OF THE CONTRACTORS

I /We hereby declare that I / We have made my self / ourselves thoroughly conversant with the sub-soil conditions, the local conditions regarding all materials (such as stone, murum sand etc.) and labour of which I / We have based my/ our rates for this work. The specifications, conditions bore results and lead of materials on this work have been carefully studied and understood by me/us before submitting this tender. I/we undertake to use only the best materials approved by the Architect / Engineer or his duly authorised assistant before starting the work and to abide by his decision.

Signature of Contractor (s)

OFFER LETTER

To,
The Managing Director,
Ichalkaranji Textile Development Cluster Ltd.
5/617, Swimming Pool Premises , Near Ved Bhavan,
Ichalkaranji

Sir,

1. I/We have read and examined the following documents relating to the constructions given in tender notice.
 - a) Notice inviting tender.
 - b) Directions to the tenders.
 - c) Additional Conditions
 - d) Special Conditions
 - e) General conditions of contract
 - f) Technical Specifications
 - g) Bill of quantities & Rates
 - h) General Drawings.
2. I/We hereby tender for execution of the works referred in the aforesaid documents. Upon the terms and conditions contained or referred to therein and in accordance in all respects with the specifications, designs, drawings and other relevant details at _____ % above / below (in words) _____ % above / below the rates entered in the aforesaid bills of quantities.
3. According to your requirement for payment of earnest money amounting to Rs. 4700/-

I/We have made the payment at your office.

4. I/We hereby request you not to enter into contract with any other person/s for the execution of the works unit I notice of non-acceptance to the tender has first been communicated to me/us and in consideration of your agreeing to retrain from so doing I/We agree not to withdraw the offer constituted by this tender before the date of communication to me/us of such notice of non acceptance. Which date shall not be later than Ten days from the date of decision of the Owner.
5. I/We also agree to keep this tender open for acceptance for a period of 120 days from the date fixed for opening the same and not to make any modification in its items and conditions. Which are not acceptance to the Owner.

6. I/We agree that the Owner shall without pre justice to any other right or remedy be at liberty to forfeit the said earnest money absolutely if....
- a) I/We fail to keep the tender open as aforesaid.
 - b) I/We fail to execute the format contract agreement or make the contract deposit when called upon to do so.
 - c) I/We do not commence the work on or before the date specified by the Engineer in charge.
 - d) I/We hereby further agree to pay all the charges of whatsoever nature in connection with the preparation stamping and education of the said contract.

Address

Yours faithfully,

Name of Tenderer (1)

Residential (2)

Address of the

Partners constituting

The firm (3)

(4)

ADDITIONAL CONDITION

- 1) Only new centering plates/new marine plywood shall be used with M.S. spans and M.S. props for centering purpose of all R.C.C. and P.C.C. works.
- 2) Brand of material product recommended, suggested or instructed by the architect will be used without any hesitation.
- 3) Day to Day supervision shall be managed by experienced and qualified staff of the Industrial Estate & I.T.D.C. site Engineer.
- 4) Structural design shall be as specified in the latest B.I.S.No. 456 code of practice for plain and reinforced concrete as designed by the structural Engineer of the Architect.
- 5) Concrete used shall be of 1:1:5:3 proportion (with minimum strength of 20 N/sq.mm) machine mixed and placed by hoist/crane or any other method approved by the Architect / Engineer. Materials shall be weigh batched in case mix design is to be done.
- 6) Tor Steel / manufactured under the License from Tor Steel research foundation with Fe 415 grade and higher or TMT shall be used Mild Steel of grade Fe250 grade I shall be used wherever specified. Use TATA TMT / Sharda Ispat Hytech 415/500 grade.
- 7) All concrete and steel and allied tests should be tested in Laboratory of Walchand Engineering College, Sangli and report should be submitted to the Architect / Engineer . Test should be taken in presence of the site Engineer.
- 8) Tor Steel reinforcement should be tested from above institute and results should be supplied as stated above.
- 9) The foundation should reach upto hard strata.
- 10) It is compulsion on the Contractor to be present on site during Architect / Managing committees visits.
- 11) The enclosed estimate is only for information. The quantities are liable to decrease or increase to any extent during execution. Extra claim of rates will not be accepted for increase or decrease in quantity. The contractor shall carry out the extra work at tender rates only. Clause no. 38 and its sub- clauses (as mentioned in P.W.D.) shall not be applicable under any circumstances. Any item in full may be added or deleted in /from the work.
- 12) Any of the items specifications missing from this set, as well as working procedure should be followed as per the specification of the D.S.R. of PWD as well as the instruction of the Architects should be followed strictly.

- 13) Decision of the Architects connected with any of the items of building, Ambiguity of drawings & estimated sets, changes if desired during execution is to be strictly obeyed and executed by the agency/ contractor without demanding any extra claim including time duration .
- 14) The Contractor should prepare the bar chart/C.P.M, P.E.R.T. showing the details of the main items of the work to be completed within specific period and should be given to the competent authority / engineer for verification of its approval before commencement of the work.
- 15) No Escalation clause will be applicable for the project. Difference in only cement rate of D.S.R. and Market rate shall be payable as per the star rate calculation of PWD but will be at the discretion of the Architect. No Difference or addition in rate for other items of work / material for work will be given.
- 16) The time allowed for carrying all the work as entered in the tender shall be reckoned from the date of which the order to commence the work is given . The work shall through stipulated period of contract be proceeded with all due diligence & the Contractor shall pay as compensation as amount equal to 1% or as the competent authority / Engineer may decide as per clause No.2 of condition of contract of P.W.D. The time allowed for any work for the completion is as below
 $\frac{1}{4}$ (25%) of the work in $\frac{1}{3}$ of the time (33%)
 $\frac{2}{5}$ (40%) of the work in $\frac{1}{2}$ of the time (50%)
 $\frac{3}{4}$ (75%) of the work in $\frac{3}{4}$ of the time (75%)
Full work should be completed in given 5 Calendar month.
- 17] During construction the necessary insurance should be carried out for the construction activities losses in case of accidents to building as well as human rights by the contractor.
- 18] All M.S.E.B deposit Govt. taxes of all sort etc. are to be borne by the contractor.
- 19] It may be possible that the work may be divided between 2 or more contractors i.e. separate contractors may be appointed for different Buildings, and the contractor agrees to take no objection to the same. The Architect and Managing Committee (Owner) reserves the right to accept and reject any tenders for the work. It will not be binding on the owners part to accept the lowest tender. The contractor agrees for the same.
- 20] The rates for extra items will be based on current D.S.R. with lead and lift as calculated by the Architect. Escalation will not be applicable to extra items.
- 21] Proper co-ordination shall be maintained with the other Contractors executing the Existing Compound Wall, underground electrical cables, water supply line, telephone, drainage lines etc. of all sorts, if damage during execution, the Contractor is liable for the compensation for the same including its installation.

CONTRACTOR

OWNER.

TENDERING PROCEDURE

1. Issue of Blank tender forms.:

Blank tender forms can be purchased from the office of The Managing Director, Ichalkaranji Textile Development Cluster Ltd., 5/617, Swimming Pool Premises, Near Ved Bhavan, Ichalkaranji.

2. The prospective tenderers are free to ask for any additional information or clarification either in writing or orally and reply to the same will be given by the Architect through the Managing Director I.T.D.C. in writing and this clarification referred to as common and applicable to all tenderers.
3. The tender submitted by tenderer shall be based on the clarification, Additional facility issued (if any) by the Department and this tender shall be non conditional. Conditional tenders will be summarily rejected.
4. All tenderers are cautioned that the tenders containing any deviation from the contractual terms and conditions, specifications or other requirements and conditional tenders will be rejected.
5. Manner of submission of tender and its accompaniments :

Tender to be submitted in two separate sealed envelopes.

Tenderer shall submit the tender and documents in two sealed envelopes as below :

Envelope No.1 (Documents) :

The first envelope clearly marked as Envelope No.1 shall contain the following document

- (a) Demand Draft of Scheduled or nationalised Bank receipt for amount of earnest money.
- b] An upto date Income Tax clearance certificate in original from Income Tax officer, of the Circle (or true copy there of duly attested by a Gazette officer) valid on the date fixed for receipt of tender, unless specifically exempted in this respect by the Government.
- c] Details of the other works tendered for and in hand with the value of the work unfinished on the last date of submission of tender (in form No,1) The certificate from the Head of the offices under whom the works are in progress should be enclosed.

Signature of Contractor

No. of Correction.

Owner

d] A list of machinery and plants immediately available with the tenderer for use on this work and list of Machinery proposed to be utilised on this work, but not immediately available and the manner in which it is proposed to be procured (in form No.2)

e] Details of works of similar type and magnitude carried out by the contractor (in form No.3)

f] Details for technical personnel on the rolls of the tenderer (inform n.5)

(2) Envelope No.2 (TENDER)

The second Envelope clearly marked as Envelope No.2 shall contain only the main tender offer in the prescribed format of Vol-II supplied by the Owner including the common set of condition / stipulations issued by the department.

The tenderer should quote his original basic offer at the end of schedule 'B' of this agreement under the heading of 'Tender for works' of B-1 tender document to be submitted only in Envelope No.2 both in words and figures.

He should not quote this offer anywhere directly or indirectly in Envelope No.1 The contractor shall quote for the work as per details given in the main tender and also based on the detailed set of conditions issue / Additional stipulations made by the Department as informed to him by a letter from Architect. This tender shall be unconditional.

6) Submission of Tender :

The two sealed Envelopes No.1 and 2 shall be again put together in one common cover and sealed. This sealed cover shall be marked on the left hand top corner " Tender for the work of **Construction of Compound Wall at Sump & Pump House at Gat No.114**

The full name and address of the tenderer and the name of the authorised agent delivering the sealed cover containing the tender shall be written on the bottom left hand corner. If submitted by post, the sealed envelope marked as above , shall be enclosed in another cover properly addressed and shall be sent by Registered Post Acknowledgment due. The date and time for receipt of envelope containing tender shall strictly apply in all cases. The tenderers should ensure that their tender is received by the Owner before_____ Delays on account of any cause will not be entertained for the date of receipt of tender. Tender offered or received after the date and time is over will not be accepted or if inadvertently accepted, will not be opened and shall be returned to the tenderer unopened.

Signature of Contractor

No. of Correction.

Owner

OPENING OF TENDERS :

On the date or as conveyed to all tenderers following procedure will be adopted for opening of the tender.

Envelope No. 1.

First of all Envelope No.1. of the tender will be opened to verify its contents as per requirement. If the various documents contained in this envelope do not meet the requirements of the Department a note will be recorded accordingly by the tender opening authority and the said tenderer's Envelope No.2 will not be considered for further action but the same will be recorded.

Envelope No.2 .This envelope shall be opened immediately after opening of Envelope No.1 only if contents of Envelope No.1 are found to be acceptable to the Department, the tendered rates in Schedule B or percentage above / below the Estimated rates shall be read out.

Acceptance of Tender. :

1. The acceptance of tenderer may be communicated to the contractor telegraphically or otherwise either by the tender opening Authority or any Authority in the Department including Architect.
2. The successful tenderer will be required to produce to the satisfaction of the specified concerned authority, a valid and concurrent license issued in his favour under provisions of the Contract labour (Regulation and Abolition) Act 1970 before starting the work. On failure to do so the acceptance of the tender is liable to be withdrawn and Earnest Money forfeited.
3. The tenderer whose tender is accepted will have to give an undertaking in writing to the effect that he / they will pay the labours engaged on the work, the wages as per Minimum Wages Act, 1948 applied to the zone in which the work lies and act accordingly.
4. The Contractor shall comply with the provisions of the payment of Wages Act.1936, Minimum Wages Act.1948 Employees Liability Act, 1938. Workmen's Compensation Act,1961. The contract labour (Regulation and abolition) Act, 1979 and any modification thereof or any law relating there to any law relating there to, and rulers made there under firm time to time.
5. The contractor whose tender is accepted is required to note that no foreign exchange will be released by the Department.
6. The Contractor will have to sign the original copy of the tender papers and the drawings according to which the work is to be carried out. The contractor shall have to give a declaration to the effect that he has full studied the plans, specification, local conditions, and availability of Labour and materials and that he has quoted his rates with the consideration to all these factors.

Signature of Contractor

No. of Correction.

Owner

Security Deposit :

The successful tenderer shall have to pay ____% Security Deposit in cash or Demand Draft to complete the contract documents failing which his earnest money will be forfeited to the owner The balance ____% Security amount will be recovered from the R.A.Bills.

1. All compensation or other sums payable by the contractor under the terms of this contract or any other contract or any account may be deducted from his security deposit or from any sums which any be due to him or may become due to him by the Owner any account and in the event of the security being reduced by reason of any such above noted deductions the contractor shall within 10 days of receipt of notice of demand from the Engineer in charge make good the deficit.

2. There shall be no liability on the Department to pay any interest on the security deposited by or recovered from the contractor.

3. The security deposit shall be refunded after completion of defect liability period prescribed for this contract only after the certificate from the Architect in this behalf.

Signature of Contractor

No. of Correction.

Owner

SPECIAL CONDITIONS

1. These special conditions shall be read in connection with the General Conditions of contract given herein before , Where the two are at variance , the conditions herein below shall take precedence over those in General Conditions and shall thus govern.

2. DRAWINGS BY THE ARCHITECT / ENGINEER :

The Architect will work out all the necessary Drawings except those stated under there below, which have to be prepared by the respective contractor and shall be deemed to have been included in the Quotation.

The Architect / Engineer will give to the contractor free of charge two sets of all Drawings necessary for the construction , other prints can be obtained from a Architect / Engineer against paying actual costs.

In case, the contractor has any question with regards to these drawings or finds it necessary to have changes made therein, he should inform the Architect / Engineer well in time and upon his failure to do so , will be liable for all consequences arising thereof. The contractor is further there to inform the Architect / Engineer in writing well in time if any plans he may need have not been furnished to him yet.

The Contractor is bound to review all drawings as to their correctness by signing the contract , he assumes full responsibility for the project and its construction and is accordingly liable in all respects for performance thereof.

In case of any discrepancy between the type of working drawing on one hand and wording of the corresponding item and specifications thereof as per the contract, the latter will be deciding for the purpose of actual execution of items . However, the Architects/ Engineer's decision in this matter will be final.

3. DRAWINGS BY CONTRACTOR :

The Drawings to be prepared by the Contractor are as follows :

- a). All Drawings for shuttering and Bar bending schedules and bending lists based on Reinforcement Drawing furnished by the Architect / Engineer. All drawings prepared by the contractor by shuttering and reinforcements bending as stated above, shall have to be got approved by Architect / Engineer before the execution of work.
- b) All drawings which are or would be entirely necessary to explain the monthly accounts.
- c) All steel fabrication drawings necessary for the execution of job.
- d) In case, the contractor wishes to suggest any alternative , he has to provide the necessary drawings for the same. These drawings will be checked by the Architect / Engineer for approval. In case , the Architect / Engineer approves or rejects these drawings and alternative there to , the contractor shall not be entitled for any claim whatsoever.
- e) All as built Drawings for services and installations.

4. Unless otherwise specifically mentioned in various tender items in Schedule 'B' or bill of quantities , the items shall be deemed to cover all lifts and leads required for execution of the work as per approved Drawings and no extra claims for additional lifts or leads shall be entertained . If no specific lead is mentioned in the Tender item, it shall be considered to cover a lead of 150 m.

5. The rates quoted in the Schedule 'B' shall be taken as inclusive of all cost of dewatering job required from beginning till completion of the work, unless there is separate Tender item of dewatering on B.H.P.hour basis. But in that case small dewatering which would be done manually will not be payable under the tender item on BHP Hr. basis , and such small dewatering is considered as included in the tender rate.

6. The words " Approved for construction" or " Approved as Noted" shall be deemed to convey the approval of Architect / Engineer to the execution of work as per these drawings.

7. The contractor shall provide at his cost a temporary office for the Architect / Engineer at site with covered area of about 25 sqm. with necessary furniture for use as director by

the Architect / Engineer . The shed and furniture on completion of the work is however the property of the contractor and shall be removed by him at the close of the work.

8. The Contractor shall provide free of charge all labour and material required for lining out, surveying and measurements of works etc. He will similarly provide such aids as decided by the Architect as are considered necessary for the proper and systematic execution of the work.

9. Where for proper measurements of work, in the opinion of the Architect / Engineer, it is necessary to have a pillar set up levels taken, the same as recorded in the authorised file book by the Architect / Engineer or his representatives will be signed by the Contractor , who will be entitled to have a true copy of the same on demand . Any failure on the part of the Contractor to get such levels before starting the works will render him liable to accept the decision of the Architect / Engineer as to the basis of taking measurements.

Likewise the Contractor will not cover any work which will render its subsequent measurements difficult or impossible without first setting the same jointly measured by himself and the authorised representative of the Architect / Engineer.

10. The Contractor shall engage on the work at all times a qualified and experienced Engineer as his authorised Agent to ensure, that the quality of the work turned out shall be intended in the specifications. The authorised Agent shall sign in the work order book and take the decision on site and shall be responsible for carrying out the works.

11. During the entire construction period, the contractor has to maintain a triplicate book, into the book, observations and remarks pertaining to the construction will be entered by the Employer and / or Architect / Engineer. All notifications made directly by the employer and /or Architect / Engineer to the contractors address by all means of Registered Mails shall be deemed to be sufficient and legal.

12. To ensure that the Contractor submits and conforms to all the bonds and conditions and specifications of the contract, the contractor must submit to the employer and /or Architect / Engineer samples of material he intends to supply or use together with a written manifest of the places from which he will obtain these material. Furthermore he should present a manifest or their trade marks and all other information concerning them which Architect / Engineer may demand. These must be approved by Architect / Engineer in writing before bringing them to the site.

13. In addition to item 12 above, before beginning any part of the work the contractor has to supply a pattern for the kind of workmanship he intends to follow and when such a pattern is approved by Architect / Engineer all such subsequent work shall be as per this pattern and this must comply in every respect with the provisions in the specifications.

14. The Contractor will be required to submit periodic reports on the progress of the work as per a format to be approved by Architect / Engineer, in respect of work, labour material and such other aspects as demanded by Architect / Engineer.

15 Arrangement for Electric power and water required for construction should be done by the contractor on his own. The Industrial Estate may at its discretion (not binding) provide one point of Electric connection on site and the contractor has to pay the bill of meter reading as per mutually agreed between contractor and the Industrial Estate.

16. The Contractor will have to make his own arrangements for the telephone connection at the site.

17. The contractor has also to construct at his experience the necessary stores for keeping and preserving from damage the equipment or materials necessary for the work and also such other materials which in the opinion of Architect / Engineer need special storage facilities. Failure on the part or the contractor to do so, would be construed as a breach of conditions of contract and would render the contractor liable to consequences of such failures.

18. The contractor shall make his own arrangements for the authorisation work permits that may be necessary for his staff and workmen to work and as may be required by the local authorities.

19. The Employer may, if required, request the assistance of contractor's labour for purposes other than those forming part of this contract. The contractor will not unreasonably deny such assistance and Architect / Engineer's decision in this regard shall be binding on the contractor. The contractor will then be paid on the basis of rates quoted by him in the day work schedule included in the bill of quantities and all provisions made in sub-clause (3) of Clause 58 of the general conditions shall be applicable in this case as well.

20 The Contractor shall not sell or otherwise, dispose off or remove except for the purpose of this contract, sand, stones, clay, earth, murum, rock, or other substances of materials which may be obtained from any excavation made for the purpose this contract. All such materials and substances shall be Client's property and shall be disposed off in the manner and place as may be directed by the Architect / Engineer in writing and then if directed by him use any of the.

Surplus excavated materials for the purposes of this work on a stock measurement without deducting for voids. The contractor shall have to pay the cost of such materials used by him on the work at the rate that would be fixed by the Architect / Engineer.

GENERAL CONDITIONS OF CONTRACT.

DEFINITIONS AND INTERPRETATIONS : In the contract as herein after defined the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires :

A] 'Employer/ Client' means the company, firm or person as defined in the preface to these Documents i.e. Ichalkaranji Textile Development Cluster Ltd. Ichalkaranji.

B] 'Contractor' means person or persons, firm or company whose tender has been accepted by the Employer and includes the contractor's personal representatives, successors and permitted Assigns also mean the concessionaire.

C] ‘ Architect/ Engineer’ means the consultant to the project, namely. M/s. WAICHAL & WAICHAL Architect and Engineer, 1187/20, ‘ Rekhankan ‘ ,Rajarampuri 6th Lane-[East] Kolhapur –416008.

D] ‘Architect/ Engineer’s representatives’ any resident Engineer or Assistant of the Engineer or any clerk of works appointed from time to time by the Employer or Architect / Engineer to perform the duties set forth in clause No. 2 , hereof , whose authority shall be notified in writing to the Contractor by the Architect/Engineer.

E] ‘Works’ means the work to be executed in accordance with the contractor.

F] ‘Contract’ means the general conditions, specification, Drawings, priced Bill of quantities. schedule of rates and prices (if any) tender and the contract agreement

G] ‘Contract Price’ means the sum named in the tender subject to such additions thereof or deductions there from as may be made under the provisions herein after contained.

H] ‘Contract Plant’ means all appliance or things of whatsoever nature required in or about the execution , completion or maintenance of the work s or temporary works (as herein after defined) but does include materials of other things intended for incorporation into or to form or forming part of the permanent works.

I] ‘Temporary works’ means all temporary works of every kind required in or about the execution or maintenance of the works.

J] ‘Drawings’ means the drawings referred to in the specifications and any modification of such drawing approved in writing by the Architect / Engineer and such other drawings as may from time to time furnished or approved in writing by the Architect / Engineer.

K] ‘Site’ means the 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.

SINGULAR AND PLURAL :

Words importing the singular only also include the Plural and vice versa where the context required.

7. CUSTODY OF DRAWINGS:

- a) The Drawings shall remain in the sole custody of the Architect / Engineer but two copies thereof shall be furnished to the contractor free of cost. The Contractor shall provide and make at his own expenses shall return to the Architect / Engineer all drawings provided under the contract.

The Contractor shall give adequate Notice in writing to the Architect / Engineer of any further Drawings or specifications that may be required for execution of the works or otherwise under the contract.

- b) One copy of the Drawings furnished to the contractor as aforesaid shall be kept by the contractor on the site and the same shall at all reasonable times be available for inspection and use by the Architect / Engineer and his representative and by any other person authorised by the Architect / Engineer in writing.

8.FURTHER DRAWINGS AND INSTRUCTIONS:

The Architect / Engineer shall have full power and authority to supply to the contractor from time to time during the progress of the work such further Drawings and instructions as shall be necessary for the purpose of the proper and adequate execution and maintenance of the works and the contractor shall carry out and be bound by the same.

11. INSPECTION OF SITE & NATURE OF GROUND:

- a) The Contractor shall satisfy himself before submitting his ' Tender as to the nature of the Ground and sub-soil the from and nature of the site and quantities and nature of the work and materials necessary for the completion of the works and the physical and climatic conditions there obtaining the supply of and conditions affecting labour facilities for obtaining the materials necessary for the completion of the works, the existing roads, railways or other means of communication with and access to the site, the accommodation , he may require and in General shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affects his tender.

- b) The employer does not guarantee or warrant in anyway that the material to be found in excavation will be similar in nature to that of any sample which may have been exhibited or indicated on the Drawings or in any other contract documents or to material obtained from borings or trial holes.

The contractor shall be deemed to have made local and independent enquiries as to and shall take the whole risks of the nature of the ground sub-soil or material to be excavated or penetrated and the contractor shall not be entitled to receive any extra or additional payments nor to recite from the contract nor to be relieved from any of his obligations, there under by reason of the nature of such ground sub-soil or material being other than that indicated on the Drawings or in any other contract documents or by any samples exhibited or deducted from the information provide by borings or that holes.

13. WORKS TO THE SATISFACTION OF ARCHITECT / ENGINEER.

So far it is legally or physically impossible the contractor shall execute complete and maintain the works instruct accordance with the contract to the satisfaction of the Architect / Engineer and City Engineer and shall comply with and adhere strictly to the Architects / Engineer's instructions and directions on any matter (whether mentioned in the contract or not) , The contractor shall take instructions and directions only from the Architect ? Engineer, Engineer of .

14. PROGRAMME TO BE FURNISHED:

As soon as practicable after the acceptance of his tender, the contractor shall ir required submit to the Architect / Engineer for their approval a program showing the order of procedure and method in which he propose to carry out the works shall whenever

required by the Architect / Engineer furnish for their information particulars in writing of the Contractor's arrangements for the carrying out of the works and of the constructional plant and temporary works which the contractor intends to supply use or construct as the case may be .The submission to the and approval of such by the Architect / Engineer of such program or the furnishing of such particulars shall not relieve the contractor of any of his duties or responsibilities under the contract.

CONTRACTORS SUPERINTENDENCE

The contractor shall give or provide all necessary superintendence during the execution of the works and as long thereafter as Architect / Engineer may consider necessary. The contractor or a competent and authorised agent or representative approved of in writing by Architect / Engineer (which approval may at anytime be withdrawn) is to be constantly on the works and shall give his whole time to the superintendence of the same Such authorised agent or representative shall receive on behalf of the contractor directions and instruction from Architect / Engineer or (Subject to the limitations of clause 2 hereof) Architect / Engineers representative..

REMOVAL OF WORKMEN:

The contractor shall employ in and about the execution of the works only such persons as are careful skilled and experienced in their several trades and callings and Architect / Engineer shall be at liberty to object to and require the contractor to remove from the works who in the opinion of Architect / Engineer misconduct himself or is incompetent or negligent thereon in the proper performance of his duties or whose employment thereon is otherwise considered undesirable and such persons shall not be against employed upon the works without the permission of Architect / Engineer.

SETTINGOUT

The contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position levels dimensions and alignments of all parts of the works and for the provision of all necessary instruments appliances and labour in connection there with . If at any time during the progress of the works any error shall appear or arise in the position levels dimensions and alignments of all parts of the works the contractor, on being required so to do by Architect / Engineer shall at his own expenses rectify such error is based on incorrect data supplied in writing by Architect / Engineer or his representative in which case the expenses of rectifying the same shall be borne by the employer. The checking if any setting out or of any line or level by Architect / Engineer or his representative shall not in any way relieve the contractor of his responsibility for the correctness there of and the contractor shall carefully protect and preserve all bench marks sight-rails pegs and other things used in setting out the works.

18 BORE HOLES & EXPLORATORY EXCAVATION:

If at any time during the execution of the works. Architect / Engineer shall require the contractor to make bore holes or to carry exploratory excavation such requirements shall be ordered in writing and shall be deemed to be addition ordered under the position of

Clause 58 thereof unless a provisional sum in respect of such anticipated work shall have been included in the Bill of quantities.

19. 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 Architect / Engineer or by any competent statutory or other authority for the protection of the works or for the safety and convenience of the public or others.

20. CARE OF WORKS.

a) From the commencement to the completion of the works the contractor shall take full responsibilities for the care thereof and of all temporary works and in case any damage loss or injury shall happen to the works or any part thereof or to any temporary work from any cause whatsoever (save and except the expected risks as defined in Sub-Clause 2 of this clause) shall at his own cost repair and make good the same so that at completion, the works shall be in good order and condition and in conformity in every respect with the requirements of the contract and Architect / Engineer's instructions. In the event of any such damage loss or injury happening from any of the expected risks, the contractor shall if any to the extent required by Clause 73 hereof repair and make good the same as aforesaid at the cost of the Employer. The Contractor shall also be liable to any damage to the works occasioned by him in the course of any operations carried out by him for the purpose of complying with his obligations under clauses 55 hereof.

b) EXPECTED RISKS

The 'Expected Risks' are not (in so far as it is uninsurable) war, invasion act of foreign enemies hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power or a cause solely due to use or occupation by the Employer of any portion of the works in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as 'the expected risks')

21) INSURANCE OF WORKS:

Without limiting his obligations and responsibilities under clause 20 hereof, the contractor shall insure in the joint names of the Employer and the contractor against all loss or damage from whatever cause arising (other than the expected risks) for which he is responsible under the terms of the contract and in such manner that the employer and contractor are covered during the period of maintenance for loss or damage arising from a occurring prior to the commencement of the period of maintenance and for any loss or damage occasional by the contractor in the course of any operations carried out by him for the purpose of complying with his obligations under clauses 55 hereof.

a) The works and temporary works to the full value of such work executed from time to time .

- b) The materials constructional plant and other things brought on to the site by the contractor to full value of such materials constructional plant and other things.

Such insurance shall be effected with an insurer and in terms approved by the Employer (which approval shall not be unreasonably withheld) and the contractor shall whenever required produce to the Employer the policy or policies of insurance and the receipts for payment of the current premiums.

22. DAMAGES TO PERSONS AND PROPERTY :

The contractor shall take every practical precaution not to damage any adjoining or other properties (including the property of the employees) or any persons. He shall (except if and so far as the specification provides otherwise) indemnify and keep indemnified the Employer against all claims for injuries or damages to any person or any such property whatsoever including surface or other damage to land being or crops being on the site suffered by tenants or occupiers) which may arise out of or in consequences of the construction and maintenance of the works and against all claims demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

23. THIRD PARTY INSURANCE:

- a) Upon the execution of the contract, the contractor (but without limiting his obligations and responsibilities under clause No. 22 hereof) shall insure in the joint name of the contractor and employer against any damages, loss or injury which may occur to any adjoining or other property (including the property of the Employer) or to any person by or arising out of the execution of his works or temporary works or in the carrying out to the contractor otherwise than due to the matters referred to in the provision to clause No. 22 hereof.

b) MINIMUM AMOUNT OF THIRD PARTY INSURANCE:

Such insurance shall be effected with an insurer and in terms approved by the Employer (which approval shall not be unreasonably withheld and for at least the amount stated in the amount stated in the tender and the contractor shall whenever required produce to the Employer the policy or policies of insurance and the receipts for payment of the current premium.

24. ACCIDENT OR INJURY TO WORKMEN:

- A) The employer shall not be liable for or in respect or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or any sub-contractors save and except an accident or injury resulting from any act or default of the Employer his agent or several and the contractor shall indemnify and keep indemnified the employer against all such damages and compensation (Save and except as aforesaid) and against all claims demands proceedings cost charges and expenses whatsoever in respect thereof or in relation thereof.

B) INSURANCE AGAINST ACCIDENT ETC. TO WORKMEN :

The contractor shall insure against such liability with an insurer approved by the employer (which approval shall not be unreasonably withheld) and shall continue such insurance during the whole of the time that any persons are employed by him on the works and shall when required produce to the employer, such policy of insurance and the receipt for payment of the current premium. Provided always that in respect of any person employed by any sub-contractor the contractor's obligations to ensure as aforesaid under this sub-clause shall be satisfied in the sub-contractor shall have insured against the liability in such manner that the employer is indemnified under the policy. But the contractor shall require such sub-contractor to produce to the employer when required such policy of insurance and the receipt for payment of the current premium.

27. FOSSILS:

All fossil coins articles or value or antiquity and structures and other remains or things of geological or archaeological in hereof discovered on the site shall as between the employer and the contractor be deemed to be the absolute property of the employer and the contractor shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such articles or things and shall immediately upon discovery thereof and before removal, acceptant Architect / engineer or such delivery and carry out at the expenses of the Employer, Architect / Engineers orders as in the disposal of the same.

28. PAYMENT RIGHTS AND ROYALTIES:

The contractor shall have save harmless and indemnify the employer from and against all claims and proceeding for or an account of infringement of any patent right design trademark or name of other protected rights in respect of any constructional plant machine work or material used for or in connection with the works or temporary works or any of them and from and against all claims, demands, proceedings, damages, cost, charges and expenses whatsoever in respect thereof in relation thereof, except where otherwise specified the contractor shall pay all tonnage and other royalties, rent and other payments or compensation (if any) for getting stone and sand, gravel clay or other materials required for the works or temporary works or any of them.

29. INTERFERENCE WITH TRAFFIC AND ADJOINING PROPERTIES:

All operations necessary for the execution of the works and for the construction of any temporary works shall as far as compliance with the requirements of the contract permits for carried on so as not to intervene unnecessarily or improperly with the public convenience or the access to use and occupation of public and private roads and footpaths or to or of properties whether in the possession of the employer or any other persons and the contractor shall save harmless and indemnify the employer in respect of all claims, demands, proceedings, damages cost, charges and expenses whatsoever arising out of or in relation to any such matters.

31. FACILITIES FOR OTHER CONTRACTORS :

The contractor shall in accordance with the requirements of the Architect /Engineer afford all reasonable facilities for any other contractors employed by the Employer and their workmen and for the workmen of the employer and of any other property authorised authorities or statutory bodies who may be employed in the execution on or near the site of

any work not included in the contract or of any contract which the employer may enter into in connection with or ancillary to the works.

33. CLEARANCE OF SITE ON COMPLETION :

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 workmen like condition to the satisfaction of the Architect / Engineer.

36. SALES TAX:

The contractor shall pay Sales Tax and other special taxes which may legally be demanded by the Government and shall perform such duties in regard thereto as are imposed on him by the provisions and requirements of the regulations of orders of other legislation affecting such taxation including work contract tax.

37. ELECTRICITY AND TELEPHONES :

The contractor shall pay to the employer all charges at the rent rates for Electricity (if any) supplied for fabrication work by the employer to the contractor , the contractor shall also pay the usual charges for the telephone calls. Refer point 15 and 16 of Additional conditions.

38. INCOME TAX AND OTHER TAXES :

The contractor and his staff will also be fully responsible and will be liable to pay Income Tax and Super Tax and all other taxes in respect of their salaries and other emoluments and incomes are chargeable with under the laws for the time being in force and the contractor shall perform such duties in regards to the deductions thereof as may be lawfully imposed on him by the Government.

39. LABOURS :

- a) The contractor shall make his own arrangement for the engagement of all labours in respect of the engagement . Employment , paying , feeding , housing and working conditions of labour and of all other matters connected therewith. The Contractor shall at all times during the continuance of the contract conformed in all respect with and carry out all obligations imposed on him by the provisions and requirements of any law and of any Regulations or orders of any government (Central / Provisional or Local) or any authority which may be applicable including any such a law, regulations or order passed or made or coming into force after the date of the contractors tender. In particular but without prejudice to the generally of the foregoing provisions the contractor shall conform with and do or refrain from doing any thing. He may be required to do or refrain from doing by any legislation or Ordinances so far, as applicable relating to factories or relating to industrial disputes and any regulations or orders there under.
- b) The contractor shall so far , as is reasonable practicable having regard to local conditions provide on the site to the approval of the Architect / Engineer and adequate supply of drinking water for use of his staff and work people.

- c) The contractor shall not at any time give, sale or barter any Alcoholic liquor or drugs or suffer any such a sale gift or barter to be made by any sub-contractor employs or Agent of the contractor not import or permit or suffer the importation of any Alcoholic liquor or drugs otherwise than instruct conformity with such laws. Rules and orders as may from time to time be made by Government .
- d) The Contractor shall not at any time import or sale , give barter or otherwise dispose of any arms or ammunition of any description to any person or persons whatsoever or suffer any of his sub-contractors. Agents, or employees to make any such a sale. Gift Barter or other dispositions.
- e) The Contractor his agent and employees shall in all there dealing with labour employed on or in connection with the works or any traffic connection therewith have due regard to all religious festivals and other customs.
- f) In the events of illness of an epidemic nature breaking out the contractor shall carry out and comply with all orders and regulations that may be issued by the Central Government or by the competent provincial or local government or other authorised or by the employer concerning the epidemic.
- g) The contractor shall within twelve hour of the occurrence of any accidental or about the site or in connection with the execution of the works report such accidents to the Architect / Engineer the contractor shall also report such accidents to the competent authority whenever such a required by law.
- h) The contractor shall at all lines take all reasonable precautions to prevent any law unlawful riotous or disorderly conduct by or amongst his employees an for the preservation of peace and protection of persons and property in the neighborhood of the works against the same but the contractor shall not be entitled to institute his own police force nor shall be interfere with the Government Police, who shall have free and undisputed access at all times to any part of the works in the execution of their duties.
- i) The contractor shall observe such hours of labour as may be prescribed by law or by any applicable order of the Central Govt. or of any competent provincial or local Government , or any applicable decision of award of any industrial . Tribunal or court or if no hours of labour be so prescribed then such hours as the employer shall approve in writing.
- j) The contractor shall be responsible for the observances of the provisions of this Clause by sub-contractor employs by him, in the execution of the contract.

41. RETURNS OF LABOUR ETC.

The contractors shall if required by the Architect / Engineer deliver to their office a return in such form and at such intervals that the Architect may prescribe in showing in details the numbers of the several classes of Labour from time to time employed by the contractor on the site and such information respecting constructional plant that the Architect / Engineer may require.

42 WORKS MATERIALS AND PLANT :

a) All materials and workmanship shall be of the respective kinds described in the contract and in accordance with the Architect / Engineers instruction and shall be subjected from time to time to such tests that Architect / Engineer may direct at the place of manufacture or fabrication or on site or at all or any of such places. 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 material used and shall supply samples of materials before incorporation in the works for testing as may be selected and required by the Architect / Engineer.

c) All samples shall be supplied by the contractor at his own cost as directed by the Architect / Engineer.

c) The Cost of making any test shall be borne by the contractor ,if such test is clearly intended by or provided for in the specification or Bill of quantities and (in the cases only of a test under load or on a test to ascertain whether the design of any finished or partially finished work is appropriate for the purpose which it was intended to fulfil is particularly in the specifications or bill of quantities insufficient detail to enable the contractor to price or allow for the same in his Tender.

d) If any test is ordered by the Architect which is either :

1 . Not to intended by or provided for or

1. (in the cases above mentioned) is not so particulars.

2. Or through so intended or provided for is ordered by the Architect / Engineer to be carried out by an independent person at any Places other than site or the place of manufacture or fabrication of the materials stated then the cost of such tests shall be borne by the contractor , if the test shows the workmanship or materials not to be in accordance with the provisions of the contract or the Architect / Engineers instructions but otherwise by the employer.

43. ACCESS TO SITE :

The employer and the Architect / Engineer and any person authorised by them shall at all times have access to the work and to the site and to all workshops and places where work is being prepared or where manufactured articles and 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.

44.a) EXAMINATION OF WORK BEFORE COVERING UP :

No work shall be covered up or put out of view without approval of the Architect / Engineer and the contractor shall afford full opportunity for the Architect / Engineer to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The contractor shall give due notice to the Architect / Engineer whenever any such a work of foundations is or are ready or about to be ready for examination and the Architect/ Engineer shall without unreasonable delay unless if considered if unnecessary and advise the contractor accordingly attend for the purpose of examine and measuring such a work or of examine such foundations.

b. The Contractor shall uncover any part or parts of the works or make openings in or through the same as the Architect /Engineer may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of the Architect / Engineer if any, such a part or parts have been covered or put out of view after compliance with the requirements of the

sub- clause (a) of this clause and are 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 Employer but in any other case , or such a expenses shall be borne by the contractor and shall be recoverable from him by the Employer or may be deducted by employer from any amount due or which may become due to the contractor.

45.REMOVAL OF IMPROPER WORK AND MATERIALS :

1 a) Architect / Engineer shall during the progress of the works have power to order in writing them time to time.

b) The removal from the site within such time to times as may be specified in the order of any materials which in the opinion or Architect / Engineer are in accordance with the contract.

c) The substitute of proper and suitable materials and ,

d) The removal and proper re-excavation (not with standing any previous test thereof or interim payment therefore) of any work which in respect of materials or workmanship is not , in the opinion of Architect / Engineer , in accordance with the contract.

ii) In the case of default in the part of the contractor in carrying out such order the Employer shall be entitled to employ and pay other persons to carry out the same and all expenses consequent thereof or incidental hereto , shall be borne by the contractor and shall be recoverable from him by the Employer or may be deducted by the Employer from any amount during or which may become due to the contractor.

46. SUSPENSION OF WORK.

The contractor shall on the written order of Architect / Engineer suspend the progress of the work or any part there of for such time or times and in such manner (that Architect / Engineer) may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of Architect /Engineer . The extra cost (if any) incurred by the contractor in giving effect to Architect's / Engineer 's instructions under this clause shall be borne and paid by the Employer unless such suspension is :

i) Otherwise provided for in the contract , or :

ii) Necessary for the proper execution of the work or by reason of whether conditions or by some default on the part of the contractor , or

iii) Necessary for the safety of the works or any part there of . Provided that the contractor shall not be entitled to recover any such extra cost unless he gives notice in writing of his intention to claim to Architect / Engineer within seven days of Architect /Engineer's order. Architect / Engineer shall settle and determine the extra payment to be made to the contractor in respect of such claim the Architect / Engineer shall consider fair and reasonable.

iv) If the progress of the works or any part thereof is suspended on the written order of Architect / Engineer for more than three months the contractor may serve a written notice on Architect / Engineer requiring permission within 28 days from the receipt thereof to proceed with the works or that part thereof in regard to which progress is suspended and If such permission is not granted within that time , the contractor by a further written notice so served may (but is not bound to) select to treat the suspension where it affects part only often works as an omission of such part under

clause 57 hereof or where affects the whole works as an abandonment of the contract by the Employer.

53 LIQUIDATED DAMAGES :

If the contractor shall fail to complete the works within the time _____or extended time then the contractor shall pay to the Employer the sum equal to 12% of contract price per week beyond the schedule completion of contract subject to ceiling 5% (five percent) of the contract price , by way of Liquidated Damages for such default and not as a penalty for every week of part of week which shall elapse between the time prescribed above or extended time as the case may be and the date of completion of the work. The Employer may without prejudice to any other method of recovery deduct the amount of such damages from any amount in his hands due or which may become due to the contractor. The payment or deduction of such damages shall nor relieve the contractor from his obligations to complete the works or from any other of his obligations and liabilities under the contract.

If before the completion of the works any part of the works has been certified by Architect / Engineer as completed pursuant to clause 54 here of and occupied or used by the Employer , the liquidated damages for delay shall for any period of delay after such certification be reduced in the proportion which the value of the part so certified bears to the value of the whole of the works.

54. CERTIFICATE OF COMPLETION OF WORKS :

As soon as in the opinion of Architect / Engineer the works shall have been substantially completed and shall have satisfactorily passed and final test that may be prescribed by the contract . Architect / Engineer shall on receiving a written undertaking by the contractor to finish any outstanding work during the period of maintenance of the works shall commence from the date of such certificate provided that Architect / Engineer may give such a certificate with respect to any parts of the works before the completion of the whole or the works and shall upon written application of the contractor give such certificate with respect to any parts of the works which has been both completed to the satisfaction of Architect / Engineer and occupied or used by the Employer and when any such certificate is given in respect of a part of the works such part shall be considered as completed and the period of maintenance of such part shall commence from the date of such certificate . Provided always that a certificate of completion of any ground of surface requiring , reinstatement unless such certificate shall expressly so state.

61. QUANTITIES:

The quantities set out in the bill of quantities are the estimated quantities of the work but they are not to be taken as the actual and correct quantities of the work to be executed by the contractor in fulfillment of his obligations under the contract. Quantities are likely to increase to increase or decrease to any extent during execution. It will be binding on the contractor to execute the work at tender rates only. Claim for extra rates for excess / less quantity will not be entertained. Clause No 38 of PWD will not be applicable.

73. SETTLEMENT OF DISPUTES:

All disputes and differences arising out of or in connection with the contract whether during the progress of the work or after completion, shall be referred to and settled by arbitration by two Arbitrators, one to be nominated by the contractor and one to be nominated by the Employer, in the event of the arbitrators disagreeing, it shall be referred to an umpire to be nominated by the two arbitrators before proceeding with the arbitration. The decision of the umpire shall , however , be final and binding on both the parties , for the purpose of this clause, the provisions of the Indian Arbitration Act 1950 with relevant amendments shall be applicable.

74. CLEANLINESS OF THE SITE.

The contractor to make and maintain the work together with the ground at his disposal for and purpose in a tidy way free from the unnecessary deposit or things harmful for health. He has to deliver and part of work after having finished it in a clean and complete state and fit for use and he has to set in order the site of the work and free in from the deposit of all materials , dirt's and all sorts o obstacles.

He has to keep the site in a perfect state and take all the necessary precautions to protect the site trees and plantations surrounding the site and should not remove any thing of except only after a written consent of the Employer. In case the contractor does not fulfil all which has been stated above, not even after receiving the written instructions, the Employer has the right three days after sending the written instructions to perform it at the contractor's risk and cost.

Employer will be obliged the contractor, to collect all nail parts of remove shuttering and rubbish bitch might cause accidents.

75. SANITARY REQUIREMENTS :

The contractor has to fulfil all sanitary requirements demanded by the authorities and by the employer. He has to compact his Agents and labours follow them and he will be responsible for keeping order on the building site.

The contractor should keep a register containing the names of labourers, the address of their permanent Residence which will be submitted for inspection of the employer The contractor has to inform the nearest District . Doctors in case if illness or accidents to any labour. In case of illness of a worker the contractor will send him home and report this fact to the Employer.

SCHEDULE B AND SPECIFICATIONS

NAME OF THE WORKS. CONSTRUCTION OF COMPOUND WALL AT SUMP & PUMP HOUSE IN GAT NO.114.

Note :

1. All the quantities and likely to vary at the time of execution as such no claims on this account shall be entrained.
2. All the rates are inclusive of all leads and the labour and materials , involved for completed item and site clearance.
3. The work shall be carried out as per instructions of the Architect / Engineer.
4. The rates are inclusive of all Government taxes incl. octroi , .
5. The details specifications are as per standard specification (Red Book) Edition 1979 published by the Government of Maharashtra in Public Works Department, as well as mentioned by the Architect in the general specifications
6. The contractor shall execute any extra items of the work as suggested by the Architect / Institution. The rates for extra items shall be based on current D.S.R. with lead and Lift as calculated by the Architect. Escalation will not be applicable on Extra Items.

CONTRACTOR

OWNER.

SCHEDULE B

Name of work: Proposed construction of Compound wall at Sump & Pump house in Gat No.114.

ICHALKARANJI TEXTILE DEVELOPMENT CLUSTER LTD, ICHALKARANJI.

ABSTRACT

No.	Items	Quantity	Rate	Unit	Amount
1					

	<p>Item No.1 :- Excavation for foundation in earth, soil of all types,sand, gravel and soft murum, including removing the excavated material up to a distance of 50 m. beyond the building area & stacking and spreading as directed,dewatering, preparing the bed for the foundation and necessary back filling, ramming, watering including shoring and strutting etc. complete. (Lift Upto1.5 M.) Spec. No. : Bd A.1 Page No. 259 Lift 1.5 M.to 3 M. Page No.7 Item No.1& 2.</p>	76.00	78.75	Cum	5985.00
		11.00	84.00	Cum	924.00
2	<p>Item No.2 :- Excavation for foundation in soft rock and old cement and lime masonry foundations including removing the excavated materials up to a distance 50 meters, beyond the building area and stacking as directed including the building area and stacking as directed including dewatering preparing the bed for the foundation and necessary back filling, with available earth murum,ramming, watering including shoring and strutting etc. complete.Lift 1.5 M to 3 M Spec. No. Bd A. 4 Page No. 259 Page No.8 Item No.7</p>	8.00	231.00	Cum	1848.00
3	<p>Item No.3 :- Providing and laying in situ, cement concrete in 1:4:8 of trap/granite/quartzite/gneiss metal for foundation and bedding including bailing out water, formwork, compacting and curing complete. Bd. E. 1 Page No. 287 Page No.13 Item No.1</p>	37.00	1976.06	Cum	73114.22
4	<p>Item No.4 :- Providing uncoursed rubble masonry of trap/granite/ quartzite/gneiss stones in cement mortar 1:6 in foundation and plinth of inner walls/in plinth of external walls including bailing out water, striking joints on un exposed faces and watering complete. Spec. No.Bd.H. 1 Page No. 329 Page No.27 Item No.1</p>	62.00	1364.80	Cum	84617.60
	<p>Item No.5 :- Providing random rubble masonry 2nd sort of trap/ granite/quartzite/gneiss stones in cement mortar 1:6 in superstructure racking out joints when plastering is to be done/striking joints when no pointing or plastering is to be done on the inside watering scaffolding complete. Spec. No. : Bd.H.6 Page No. 332 Page No.28 Item No.6</p>	11.00	1486.55	Cum	16352.05

<p>Item No.6 :- Providing and laying in situ cement concrete M-15 of trap/granite/quartzite/gneiss metal for R.C.C. work in foundations like raft, strip, foundations, grillage and footings of R.C.C. columns and steel stanchions etc. including bailing out water, formwork, compaction, curing and roughening the surface if special finish is to be provided (Excluding reinforcement & structural steel) complete. Spec. No. Bd. F 3(A) page No. 298 and B-7, Page No. 38 Page No.15 Item No.3</p>	7.25	3072.42	Cum	22275.05
<p>Item No.7 :- Providing second class Burnt Brick masonry with conventional/I.S. type bricks in cement mortar 1:6 in foundations and plinth of inner walls/in plinth external walls including bailing out water, striking joints on unexposed faces, racking out joints on exposed faces and watering, Complete. Spec. No. Bd.G.1 Page No. 313 Page No.25 Item No.1</p>	34.00	2269.75	Cum	77171.50
<p>Item No.8 :- Providing and casting in situ cement concrete M-15 of trap/granite/quartzite/gneiss metal for bed blocks, foundation blocks and such other items including bailing out water manually, formwork, compacting, roughening them if special finish is to be provided and curing. and finishing if required complete. (Cement 5.90 bags/cum.) Page No.14 Item No.5</p>	3.00	3263.47	Cum	9790.41
<p>Item No.9 :- Providing and fixing in position HYSD bar reinforcement of various diameters for R.C.C. pile caps, footings, foundations, slabs, beams, columns, canopies, staircase, newels, chajjas, lintels, pardis, copings, fins, arches etc. as per detailed desings, drawings and schedules including cutting, bending, hooking the bars, binding with wires or tack welding and supporting as required complete. Spec. No. : Bd.F.17, Page No. 306 Page No.21 Item No.20</p>	0.326	58442.55	M.T.	19052.27
<p>Item No.10 :- Providing and fixing in position mild steel bar</p>				

	<p>reinforcement of various diameters for R.C.C. pile caps, footings, foundations, slabs, beams, columns, canopies, staircase newels, chajjas, lintels, pardis, copings, fins, arches etc. as per detailed desings, drawings and schedules including cutting, bending, hooking the bars, binding with wires or tack welding and supporting as required complete. Spec. No. : Bd. F. 17, Page No. 306 Page No.20 Item No.19</p> <p>Item No.11 :- Providing and fixing mild steel grill gate with angle iron frame 65 mm x 65 mm x 10 mm with iron bars at 150 mm. C/C and diagonal flats as per the detailed drawing including hinges, pivot block locking arrangement welding riverting and oil painting of three coats of approved shade Weight of gate 35 Kg/smt. Spec. No. : Bd W 6 Page No. 585 Page No.130 Item No.11</p>	0.08	57942.55	M.T	4635.40
	<p>Item No.12 :- Filling in plinth and floors with contractor's soil, sand or murum in 15 cm to 20 cm layers including watering and compaction complete. Spec. No. Bd. A 10 Page No. 262 Page No.10 Item No.13</p>	85.00	33.60	Cum	2856.00
13	<p>Item No.13:- Providing and Laying Rough shahabad stone flooring 40mm to 45mm thick & of required width in plain/diamond pattern on a bad of 1:6 C.M. including cement floor,striking joints,pointing in cement mortar 1;3 curing and cleaning etc.complete. Spec.No.Bd.M.1(A) Page No.379 Page No.41 Item No.2</p>	291	237.21	Sqm	69028.11
14	<p>Item No.14:- Providing internal cement plaster 20 mm. thick in a single coat in cement mortar 1:3 without neeru finish, to stone masonry surfaces, in all positions including scaffolding and curing complete. Spec. No. : Bd.L.3 Page No. 368 Page No.37 Item No.6</p>	276	116.64	Sqm	32192.64
38					

15	Item No.15:- Providing flush grooved pointing with cement mortar1:3 for brick work including scaffolding and curing complete. Spec. No. : Bd.L.15 Page No. 372 Page No.39 Item No.16	23	38.75	Sqm	891.25
	Miscellaneous work				40000.00
	Total				466331.89

Managing Director
Ichalkaranji Textile Development Cluster Ltd. Ichalkaranji.