

ROAD WORKS FOR "GREEN VALLEY"

A 121 ACRE MODERN TOWNSHIP INFRASTRUCTURE DEVELOPMENT PROJECT

AT

PURNIA CITY, BIHAR



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TECHNICAL & FINANCIAL BID

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SPECIAL INSTRUCTION TO TENDERERS

READ & FOLLOW THESE INSTRUCTIONS CAREFULLY REGARDING THE MODE OF SUBMISSION OF TENDERS:

The tenderer should submit this technical & financial bid in sealed cover along with the supplied tender document as detailed below:

1. General Condition of Contract in the book form duly signed on all pages by the tenderer.
2. Technical specifications of the work in the book form duly signed on all pages by the Tenderer.
3. General drawing of the work issued duly signed by the tenderer on each of the drawing.
4. Tender Schedule duly filled in and signed on all pages by the tenderer.

Sealed cover should be submitted to:

**Project-in-Charge
Green Valley Infracity Pvt. Ltd
Kasba Road, NH- 57,
Gulabagh Zero Mile,
Purnia, Bihar**

Last Date and Time of Receipt of Tender: 25th May 2012, 3.00PM

INVITATION OF TENDER

Sealed tenders in the prescribed form are invited for the work mentioned below.

Name of work : **ROAD WORKS FOR "GREEN VALLEY", a 121 ACRE
MODERN TOWNSHIP INFRASTRUCTURE DEVELOPMENT
PROJECT, AT PURNIA CITY, BIHAR**

Earnest Money : Rs 10, 000/- in the form of DD in favor of Green Valley Infracity Pvt. Ltd.

Completion Period : 6 Months for overall completion; 1 month for phase I (20 days for Earthwork and 10 days for Road laying).

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1. The complete tender documents for the above work may be obtained from the project on payment of Rs. 100/- per set in cash, from 18th May 12 to 21st May 12.
 2. Each tenderer is requested to deposit the Earnest Money as mentioned above. Tender received without Earnest Money. The E.M.D. will be refunded to the unsuccessful tenders within a reasonable time without any interest. The Earnest Money Deposited by the successful tender will be retained towards the Security Deposits for the due fulfillment of the contract.
 3. Upon acceptance of tender the successful tenderer shall within the time specified in the "Letter of Intent" deposit with the client an additional sum of Rs. 50,000/- along with the E.M.D. paid by the contractor, before he is allowed to execute the contract and commence the work. This additional deposit can be in the form of demand draft or as a bank guarantee in acceptable format from any scheduled bank in India. This is treated as Security deposit and carries no interest. Failure of deposit this additional amount within the stipulated time will make the Earnest Money deposited by the tenderer liable for forfeiture and the acceptance of his tender shall be considered withdrawn.

From every progressive RA bill of the contractor 10% of the value of work executed shall be deducted and kept as retention until the total amount so deducted plus security (including E.M.D already deposited) become equal to the prescribed security which is 10% of the value of work. After this limit has been reached no deduction will be made in this account. After the completion of the work to the satisfaction of Project-in- Charge, and obtain the same in writing, 5% of the contract will be released and balance 5% will be released after the defect liability period of 6 months from the date of completion of the work and certification by Engineer-in-Charge.

4. The tenderer should quote their rate on item wise rate for each item as per the specification of the contract attached with the tender and they may also quote their rate in English in figure as well as in words if the rate noted in words disagree with the figure, the rate quoted in words will be taken for evaluation.

5. The acceptance of tender and award of contract even to more than one contractor if considered necessary will rest with Client, who does not bind themselves to accept the lowest tender and will reserve to themselves the authority to reject any or all the tenders received without assigning any reason.

6. The rates quoted in the tender shall be valid till the completion of work and no escalation whatsoever will be paid.

7. Full information should also be given by the tenderer in respect of the following:-

a) If an INDIVIDUAL 1) Full name, Address and Place of Business with proof of experience of such type of works with reference.

b) In case of PARTNERSHIP FIRMS

1) The name of all partners and their address and proof of experience of such type of work with reference.

c) In case of COMPANIES 1) The name and address of the authorized person

2) Nature of business carried on by the Company with reference

3) Name and particulars including address

4) Date and Place of certificate of including date of commencement of business

5) Certified copies of memorandum and articles

6) The person who will sign bills and receipt on behalf of the company.

8. Each tender shall be signed by the tenderer with his usual signature. Tender by partnership may be signed in the firm's name by one of the Partners or Manager, as the case may be, or any other duly authorized representative followed by the name and designation of the person so signing. A copy of the instrument of partnership duly certified by a partner as a true copy should be submitted along with the tender. The original partnership deed may be produced at the time of opening of tender. Tender by a company shall be signed with the name of the company by a person authorized in this behalf and a Power of Attorney or other satisfactory proof showing that person signing the tender documents on behalf of the company is duly authorized to do so shall accompany the tender.

9. All rates and prices in the tender shall cover sales Tax/VAT/ works contract tax and other taxes duties etc.

10. All tenderers to submit Income Tax, Sales Tax and other statutory clearance certificates along with tender.

10. Tenderers not giving the full particulars as mentioned above are liable to be rejected.

11. With their quotation the tenderer shall sign all schedules, specifications, special conditions, etc. in token of acceptance thereof.



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Special Conditions of Contract

1. All work shall be done in conformity with the specifications and conditions of contract in force unless specified otherwise. The rates quoted shall be inclusive ones, covering all the operations contemplated in the specifications and tender schedule and all incidental work necessary, such as material inspection, etc. The rates quoted shall be inclusive of sales tax/VAT/ WCT and other taxes and duties wherever applicable.
2. The item wise rate will be quoted for the work by the tenderers.
3. Materials conforming to the Indian Standard Specification and other relevant rules shall be applicable to the work and the tenderer shall quote his rate accordingly for the specified make of materials.
4. Every tenderer is expected to inspect the site of the proposed work before quoting his rate. The best class of the materials obtained from the sources shall be used on the work. In every case the materials must comply with the relevant Standard Specification. Samples of materials as called for in the Technical Specification or as required by the Project – in- Charge shall be submitted for approval before the supply to the site of work is begun. All material test certificates should be submitted to the Project – in- Charge prior to starting the work. The Client does not make available any approach road or other means of approach to the proposed work site and the tenderer shall get acquainted with the available means of approach to the proposed site and quote for the items. The Client shall not be liable for any claim raised after on the plea for the non-availability or non-access to the site. The Client will not pay, after acceptance of the contract rate, any extra charges for lead, lift or for any other reason.
5. The contractor should closely peruse all the clauses, which govern the rates which he is tendering.
6. Tender should be valid for a period of three months from the date of submission. He will not be free to withdraw the tender. Any such withdrawal will entail forfeiture of the earnest money deposit for the work.
7. Before commencing work, he shall execute an agreement for the work in the prescribed schedule form. If he fails to do this or does not maintain a specified rate of progress, security deposit shall be forfeited, and fresh tender shall be called for or the matter may be disposed off otherwise.
8. The acceptance of the tender rests with the Client, which does not bind itself to accept the lowest tender and the authority reserves the right to reject any or all the tenders without assigning any reason.
9. Arbitration shall not be means for settling of disputes. All disputes will be referred to the civil courts with Jurisdiction at Bihar.

10. The earnest money deposit of the remaining unsuccessful tenderers will also be refunded within 1 month from the date of acceptance of tender and execution of the contract agreement by the successful tenderer.
11. Quantities given in the tender schedule are only tentative and the contractor will have to execute any additional/ reduced quantity at his agreed quoted rate.
12. Any further information necessary can be obtained from the project office on all working days during working hours.
13. The work should be completed in all respect in 6 months. Phase I will be completed in one month's time.
14. Payment will be on measurement basis, at unit prices.
15. It shall be accepted as a condition of the contract that, the payment of the final bill to the contractor less the retention money and his acceptance thereof shall constitute in full and absolute release of the client from the further claims by the contractor under the contract.
16. Items of work not expressly or implicitly described in the schedules, plans or specifications will be treated as extras. They will include only those items of work which are for the proper execution of the work and for its completion.
17. Execution of extra items of work and payment there for will be based on the following conditions:-
 1. There should be an order in writing to execute the extra item of work duly signed by the Project – in – Charge before its commencement.
 2. If the contractor finds after examining the specification and plans that extra works are involved, he should give notice to the Project – in – Charge to this effect and shall proceed with the execution of the extra items only after receiving permission from the Project – in – Charge.
 3. Extra items may be classified as additional, substituted or altered items depending on their relation or otherwise to the original item or items of work.
 4. The rates for extra items shall be worked out as below:
 5. In the case of extra items whether altered or substituted, if accepted rates for identical items are provided for in the contract, such rates shall be applicable.
 6. In the case of extra items whether altered or substituted, if accepted rates for similar items exists in the contract the rates shall be derived from the original item by appropriate adjustment of cost of affected components.
 7. In the case of extra item whether altered or substituted and for which similar items do not exist in the contract the rates shall be based on PWD/ CPWD data

- as per original schedule of rates on which tenders were invited and applying 10 percentage towards contractor's profit + taxes if any and should get approval from the Project – in – Charge.
8. In the case on extra items not contemplated in CPWD /PWD data book, the rate of such items will be arrived at by observing the execution of that items at site and preparing an observed data duly certified as based on actual observation at site by the Architect/Consultant and approved by the client.
 18. The contractor shall not without the previous sanction in writing of the authority accepting the tender execute any power of attorney in respect of any matter touching this contract and any such power of attorney executed without such sanction shall not be recognized or be binding upon The Client. It shall be entirely within the discretion of the authority accepting the tender either to grant such sanction or to refuse it or revoke a sanction once given.
 19. No part of the contract shall be sublet without written permission of The Client nor shall transfer be made by power of attorney authorizing others to receive payment on the contractor's behalf.
 20. The Client reserves the right to reject any tender or all the tenders with out assigning any reasons there for.
 21. In making payment the total amount of the bill will be rounded off to the nearest rupee.
 22. Contractor will provide his own tools and plant, store shed to store his own material as well as those supplied by The Client, if any, and will be entirely responsible for the proper use and safe custody of the latter and for any loss, damage, theft, mishandling, weathering or any cause what so ever.
 23. The Contractor shall be responsible for the safety of the labour employed by him and he shall be liable to pay necessary compensation in case of accidents as per the workmen's compensation act. The contractor will also be liable to abide by the fair wage clause condition.
 24. The Contractor is totally responsible in all matters concerning labour such as labour disputes and/ or labour settlements, and shall indemnify The Client from all such possible matters.
 25. All statutory conditions required for the safety of the workers and other public are totally in the preview of the contractor.
 26. The entries in the tender schedule issued by The Client should in no way to be corrected by the tenderers. If any correction is made by the tenderer in the tender schedule the tender will be rejected.

FORM OF TENDER

ROAD WORKS FOR "GREEN VALLEY", a 121 ACRE MODERN TOWNSHIP INFRASTRUCTURE DEVELOPMENT PROJECT, AT PURNIA CITY, BIHAR

To

Project-in-Charge
Green Valley Infracity Pvt. Ltd
Kasba Road, NH- 57,
Gulabagh Zero Mile,
Purnia, Bihar

Sir,

I/We do hereby tender to execute the works enumerated in the Schedule accompanying in accordance with the terms and conditions stipulated in your tender documents and specifications.

1. Copy of the specifications duly signed is also enclosed.
2. I/We further agree to complete the whole work in 6 months and Phase I in 1 month from the date of receipt of order to start work and maintain minimum rate of progress as specified in the tender schedule.
3. I/We do agree to accept and carry out such portions of the work included in my/our tender as may be allotted to me/ us.
4. In consideration of I / We being a qualified of the invited to tender. I / We agree to keep the tender open for acceptance for 2 months from the due date of submission thereof and not to make any modifications in its terms and conditions.

A sum of Rs.10, 000 /- is hereby forwarded in the form of a demand draft in favor of Green Valley Infracity Pvt. Ltd, payable at Purnea as earnest money.

If I / We fail to keep the tender open as aforesaid or make any modifications in the terms and conditions of the tender which are not acceptable to The Client, if after the tender is accepted, I/We fail to execute the agreement as provided in the tender notification or to commence the execution of work as provided in the conditions, I/We agree that the The Client shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely, and also to recover from me the entire loss that may be caused to The Client by re-tender or rearrangement of the work or otherwise under revenue recovery act or as otherwise as decided by The Client.

Best regards,
Yours sincerely,

(Signature of the Contractor)

Encl:

1. Tender schedule.
2. Earnest Money Deposit of Rs.10, 000 /-
3. Copy of the proof of experience in this field of work with reference



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DEFINITIONS AND TERMS

In the tender/ contract the following words and expression shall have the meaning hereby assigned to them except wherein the context otherwise required.

1. Client: Green Valley Infracity Pvt. Ltd.
2. PMC: M/s Molethu PMC Pvt. Ltd, who are authorized by client to get the project executed.
3. Project – in – Charge: Authorized representative of M/s Molethu PMC Pvt. Ltd.
3. Tenderer: The firm/ party/ Individual who quote after doing enquiry
4. Contractor: The successful tenderer whose tender has been accepted by The Client and to whom a letter or work order has been placed and shall include his heirs, legal representatives and assigns.
5. Contract price: Prices/rate referred in the agreement
6. This contract: Invitation to tender, Form of tender, Instruction to tenderers, special conditions, general conditions of contract, Technical specifications, schedule of quantities with rates and amounts against each item with specifications, drawings of the work and correspondences or negotiations if any.
8. Site: The place of the proposed project where the work is to be executed under this contract.
10. Earnest money: The sum paid along with the tender as taken to bind the contract.
11. Award: The written acceptance order given to the successful tenderer by The Client.

GENERAL CONDITIONS OF CONTRACT

1. SCOPE OF CONTRACT

The contractor shall carry out and complete the said work in every respect in accordance with this contract and with the directions of and to the satisfaction of the Project – in- Charge in their absolute discretion and from time to time issue further drawings and / or written instructions, details, directions and explanations which are hereafter collectively referred to as instructions in regard to:-

- a) The variation or modification of design, quality or quantity of works or the addition, omission or substitution of any work.
 - b) Any discrepancy in the drawings or between the schedule of quantities and / or drawings and / or specifications.
 - c) The removal from the site of any materials brought thereon by the contractor and the substitution of any other material thereof.
 - d) The removal and / or re-execution of any works executed by the contractor.
 - e) The dismissal from the works of any person employed there upon.
 - f) The opening up for inspection of any works covered up.
 - g) The amending and making good of any defects.
- The contractor shall forthwith comply with and duly execute any work comprised in such instructions.

2. CONTRACTOR TO VISIT SITE

The contractor is required to visit the site in advance and satisfy himself as to the condition of the soil, facility for transport and storage of materials, availability of various materials, labour, water, electricity etc. and no extra claims under the headings shall be entertained after the contract has been executed.

3. INTERIM PAYMENT

The contractor shall raise bills periodically to the Project – in – Charge for all the works executed in the previous weeks in accordance with the terms of the specifications and the The Project – in – Charge will check the claim and tax deduction at source will be made from each bill as per the income tax and other tax rules of the central and state governments in force during that time when bill is passed for payment.

4. DEFECTS LIABILITY PERIOD & RELEASE OF SECURITY DEPOSIT

The contractor shall be responsible for the maintenance of the work executed by him for a period of 6 months from the date of completion of works as certified by The Client and any defects notified in the work/construction during this period will have to be rectified by the contractor at his own cost. The retention money shall be released to the contractor only after satisfactory rectification of such defects noticed if any. If the contractor fails to rectify any such defects within seven days, when notified, it will be attended by the employer and the cost thereof will be made good from the contractor.

5. SUB – CONTRACTING

The contractor shall not without the previous sanction in writing from The Client, sublet or execute any Power of Attorney in respect of any matter touching this contract and any such power of attorney executed without the above concurrence shall not be recognized or be binding up on The Client. It shall be entirely within the discretion of the Client, either to grant or to refuse or to revoke a sanction once given in this regard.

6. SUB - LETTING

Notwithstanding any sub letting with such approval as aforesaid and notwithstanding that The Client, shall have received notices of any sub contracts, the contractor shall remain solely responsible for the quality and for condition of contract in all respect as if such subletting or subcontracting had not taken place and as if such work has been done directly by the contractor.

If any sub contractor engaged up on the works at site, executes any works which in the opinion of The Client, is not in accordance with the contract documents, The Client may issue written notice to the contractor and upon the receipt of such contractor and later shall forthwith leave the works, failing which The Client, shall have the right to remove such sub-contractors from the site. No action taken by the The Client, under this clause shall relieve the contractor from any of his liabilities under the contract or give to any right to compensation, extension of time or otherwise.

7. DELAY AND EXTENTION OF TIME

Time shall be the essence of the contract. The contractor's Endeavor shall be to prevent any delay and complete the work within the time agreed. No extensions of time will be allowed.

8. TERMINATION OF CONTRACT BY THE EMPLOYER

If the contractor being an individual or a firm commits any 'Act of insolvency' or shall be adjudged as insolvent or being an incorporated Co. shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the court and the official Assignee or the Liquidator in such act of insolvency winding up, as the case may be, requiring him to

do so to show to the reasonable satisfaction of The Client, that he is able to carry out and fulfill the contract and to give security therefore so, required by the The Client.

Or if the contractor (Whether an individual, firm or incorporated company) shall suffer execution to be issued or shall suffer any payment under this contract to be attached by court or on behalf of any of the creditors of the contractor. Or shall assign or sublet this contract without the consent in writing The Client obtained.

Or shall charge or encumber this contract or any payments due or which may become due to the contractor hereunder, to the contractor.

a) At any time makes default in proceeding with the works with due diligence and continues to do so after a notice in writing of seven days from the Client.

b) Commits defaults in complying with any of the terms and conditions of the contract and does not remedy it within 7 days after a notice in writing is given to him in that behalf by The Client.

c) Fails to complete the works or items of work with individual date of completion and does not complete them within the period specified in a notice given in writing in that behalf by The Client.

d) Offers or gives or agrees to give any person of The Client, service any gift or consideration of any kind as an inducement or reward or doing or forbearing to do or having done or forborne to do any action in relation to the obtaining or execution of this or any other contract for The Client.

e) Fails to carry out and execute the works to the satisfaction of the Client.

f) Fails to supply sufficient or suitable constructional plant, temporary works, labour, materials of things.

g) The Client may without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to The Client after written notice, cancel the contract as a whole or only such items of work in default from the contract as assessed by The Client. In case the contract as whole cancelled due to reason specified above, The Client reserves the right to get the whole of the contract or such items of work as are cancelled due to reasons specified above executed at the risk, cost and expense of the contractor and that the The Client will be at liberty to recover the entire loss from the contractor not with standing the amount fixed as liquidated damages under clause 4 above.

9. TERMINATION OF CONTRACT FOR DEATH

If the contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the contractor is a partnership concern and one of the partners dies then unless The Client is satisfied that the legal representative of the individual contractor or of the proprietary concern and in the case of partnership, the surviving

partners are partners are capable of carrying out and completing the contract, The Client shall be entitled to cancel the contract as to it's incomplete part without The Client in any way liable to pay any compensation to the estate the deceased contractor and / or to the surviving partners of the contractor's firm on account of the cancellation of the contract.

The decision of the The Client that the legal representative of the deceased contractor or the surviving partners of the contractor's firm cannot carry out and complete the contract shall be final and binding on the parties.

In the event of such cancellation, the The Client shall not hold the estate of the deceased contractor and / or to the partners of the contractor's firm liable in damage for not completing the contract.

10. TERMINATION OF CONTRACT DUE TO BANKRUPTCY

The authorized representative of The Client shall, as soon as may be practicable after any such entry and termination by The Client fix and determine expert, or by or after reference to the parties or after such investigation or enquiries as they may think fit to make or institute and shall certify.

a) What amount (if any), had at the time of such entry and termination, been reasonable earned by or would reasonable accrue to the contractor in respect of work then actually done by him under the contract, and

b) The value of any of the said unused or partially used materials any contractor's equipment and any temporary works and such certified amount shall be recovered to the extent of loss on account of such termination.

11. ALTERATION

The Client may at any time during the progress of the work by order in writing make any alteration in the original specification and drawings by way of addition there to, or omission or other deviation there from whereupon the contractor shall execute such additional work or omit, or deviate from such specification and drawings as may be ordered by The Client in the same manner as if the same has been so provided in the original specification or drawings for the works. All alterations to the accepted tender given in writing by The Client are proceeded with by the contractor.

12. REMOVAL OF WORKMEN

The contractor shall employ in and about the execution of works only such persons as are skilled and experienced in their several trades and The Client shall be at liberty to object to and require the contractor to remove from the works any person employed by the contractor in or about the execution of the works who in the opinion of The Client misconducts himself or is incompetent or negligent in the proper performance of his duties and such persons shall not be again employed upon the works without permission of The Client.

13. REMOVAL OF WORKS NOT ACCEPTED

The contractor shall invariably execute all works in the most substantial and workman like manner and the materials used shall be of the best description. The contractor shall also conform minutely to the drawings and specification which form the basis of the accepted tender and other written instructions and drawings, if any relating to the work which may from time to time be issued by The Client.

If it shall appear to The Client that any work has been executed with unsound, imperfect or unskillful workmanship or with material of an inferior description by the contractor, The Client shall demand in writing forthwith to rectify, remove or reconstruct the same in whole or in part, as the case may require at his own proper charge and cost and in the event of refusing to do so within a period to be specified by The Client if he shall fail to remove, from the site of work within a specified period, any material or articles which are considered by The Client as unsound or bad quality, or not agreeable to the terms of the contract and to provide immediately suitable materials or articles in lieu of these condemned, then the contractor shall be liable to pay liquidated damages at the rate of one percent of the amount of contract for every day not exceeding 10 days that he fails to comply with the written demand of The Client. In case of default on the part of the contractor to carry out such order, The Client shall have the power to employ and pay other persons to carry out the same and expenses consequent thereon or incidental thereto, as certified by The Client shall be recovered by The Client from any money due, or that may become due, to the contractor in addition to the penalty mentioned above.

14. SAFETY MEASURES AND ACCIDENTS

The contractor shall provide at his own cost of all necessary safety measures required to protect the public (including their rights and property) as well as his own workman from accidents arising out of and in consequence of the work under this contract. The contractor shall be responsible for the safety of employees and workman, employed or engaged by him in connection with work and in addition to the staff of The Client employed at site of and the contractor shall forthwith report to The Client any accident or injuries sustained and shall make adequate arrangements for rendering all possible first aid or hospitalization as the case may be in respect of the victims of any accidents.

15. INDEMNIFYING THE CLIENT BY THE CONTRACTOR

The contractor shall be liable for any claim or compensation, damages or expenses payable as a result of any accidents or injury or loss sustained by any workman engaged or employed by him or any member of the general public on account of the execution of the contract and the amount he is liable to pay in accordance with the workman compensation act or any such legislation or rule or common law. For the above, the contractor shall, before commencement of work procure and produce a current insurance policy covering the entire period of the contract from a registered insurance company indemnifying The Client for any such claim, compensation, damages etc. In case such an insurance policy is acceptable to The Client. If not produced, the contractor will be deemed to have agreed to The Client to deduct 1% from the running bills and the amount so deducted will be credited to insurance fund maintained by The

Client and The Client will then undertake the responsibility to meet such claims and that under no circumstances the said 1% shall be returned whether or not there is any accident or claim from any one.

16. PAYMENT OF WAGES, INSURANCE ETC.

It shall also be the responsibility of the contractor to observe the provision of any other law like the ESI act, EPF Act, payment of wages Act, the contract labour Abolition and regulation Act etc. to the extent they are applicable to him in respect of the workman engaged or employed by him in or for the execution of the work as per this contract. The contractor shall indemnify The Client against any claim that may be made on The Client for any obligation under the said acts or any amount which may be required to be paid by The Client, the said amounts shall be recovered from the contractor by deduction from the amounts due to him or otherwise. The contractor shall keep a muster roll of the labourers, engaged by at site noting their daily attendance and wages. Payments must be made to them at least in a week by the contractor and the signature or thumb impression of the workers should be obtained. Such roll shall be opened for inspection and verification by the officials of the The Client, whenever found necessary.

17. QUANTITIES

The quantities indicate in the schedule are approximate and the total quantity of work may vary to any extent and may even be omitted thus altering the aggregate value of the contract.

18. SCOPE OF WORK

The rates quoted by the contractor are for work at the site to be completed for all materials, labour and tools of every description necessary for executing and completing the works. Any materials brought on to the site by the contractor and not approved by The Client be removed and replaced by materials acceptable to The Client at the contractor's own cost. A sample of all materials to be used shall have to be got approved by The Client and the same kept at the site for verification. The rate quoted shall be for finished works inside and shall be inclusive of contingent expenses such testing tools and plant.

19. CERTIFICATE OF ACTUAL COMPLETION

The works shall not be considered as completed until The Client has certified in writing that they have been actually completed. The defects liability period shall commence from the date of such certificate.

20. EXECUTION OF AGREEMENT

The successful tenderer will be required to enter into a contract with The Client for the execution and completion of the above work on stamp paper. The Client will communicate to the successful tenderer about the acceptance of his tender, on receipt of which he should remit the security deposit by demand draft and arrange to execute

an agreement in the prescribed form with The Client within 7 days from the date work order.

21. TAXES

Advance income tax together with surcharge and sale tax / purchase tax, work Contract Tax and only other taxes, duties, fees cess or levies for the work will be deducted from the bill as per rules current at the time of passing the bills.

1% of the Construction cost will be deducted from the contractor's running bills as contribution to be remitted to Labour Department. The contractor should register himself / itself with Construction Labour Welfare Board and produce receipt to The Client.

22. MODE OF MEASUREMENTS.

Mode of measurements will be as per 1.S.1200 or as per its latest revision.

23. WATER AND ELECTRICITY

Water and electricity for the construction purpose will be given at one source by the employer. Further distribution is Contractor's responsibility.

24. LABOUR LAWS AND SAFETY REGULATIONS.

1. Contractor shall be responsible for making good at his own cost to the satisfaction of The Client any loss and damage to any structures and properties belonging to the owner or other agencies or persons if such loss or damages are caused on account of the execution of work.

2. The Contractor shall keep The Client indemnified for all claims for damages to the property for arising under or by reason of this agreement, if such claims result from the fault and / or negligence or willful acts or omission of the contractor, his employee, representatives or sub-contractors or labours as certified by The Client.

3. Should The Client have to pay any money in respect of such claims or demands as aforesaid, the amount so paid and the costs incurred by The Client shall be recovered from the dues to the contractor shall not be at liberty to dispute or to question the right of The Client to make such payments notwithstanding the same have been made without his consent or authority.

4. The contractor shall indemnify The Client against all actions, proceedings, claim demands, cost and expenses which may be made for and in respect of or arising out of any failure by the contractor in the performance of his obligations under the contract.

5. No child labourer as per rules shall be employed on the work.

6. The contractor shall not pay less than what is provided under law to labourers engaged by him on to the work.

7. The contractor shall at his expense comply with all labour laws and keep The Client indemnified in respect there of.

8. Before commencement of work the contractor will have to obtain a license under the provision of the contract labour (Regulation and Abolition Act 1970) and produce before the same before The Client.

25. SHED FOR MATERIALS

The contractor shall provide at his own cost necessary temporary sheds of adequate dimension as per the instruction of The Client for the usage of the contractors and for storage and protection of materials, including tools and equipments, which are likely to deteriorate by the action of sun, wind, rain or other natural causes due to exposure in the open. . All such sheds shall be cleared away and the whole area left in good order on completion of the contract to the satisfaction of The Client. All materials which are stored shall be stacked in such a manner as to facilitate rapid and easy checking of quantities of such

materials. Manufacturer's instructions and Indian standard specifications regarding storage and handling of materials concerned shall be strictly observed by the contractor.

26. PENALTY FOR DELAY

If the work is delayed due to lapses from contractor's side, 1% value of work will be charged as penalty, subject to a maximum limit of 5% of the value of work.

Penalty shall be recovered from the payments due to the Vendor/ Contractor. It may be noted that the deduction of penalty shall not absolve the Vendor/ Contractor of his responsibility and obligation under the Agreement to complete the work in totality.

27. INSURANCE

The contractor shall be responsible for all injury to persons, animals or things, for all structural damage to property which may arise from the operation neglect of himself or any employee of either whether such injury damage arises from carelessness, accident or any other whatever in any way connected with the carrying out of this contract. This clause shall be held to include inter-alia any damage of buildings, whatever immediately adjacent or otherwise, and any damages to the buildings and works forming the subject of this contract by frost, rain, wind or other inclemency of weather. The contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver up the whole the contract works complete and perfect in every respect and so as to make or otherwise satisfy all claims or damage to the property of third parties. The Client shall be entitled to deduct the amount any damage, compensation cost, charges and expenses arising or accruing from or in respect of, any such claims or damage from any or all sums due to or become due to contractor without prejudice to The Client other rights in respect thereof.

All risk policy from a nationalized insurance company should be taken by the contractor before starting the work and a copy which should be submitted to The Client. Tax on

works contract as per Bihar State Finance act or any other statute, rules or regulation will be the liability of the contractor.

28. JURISDICTION

The courts of Bihar state alone shall jurisdiction in respect of any matter arising out or in connection with this contractor.

Signature of the Contractor /
Authorized signatory of the Firm

Name

Address

.....where modernity blends with tradition

Phone no :

Mobile no :

Fax no :

E-mail no :