

NAME OF WORK: TENDER FOR CIVIL/INTERIOR/ELECTRICAL/HVAC WORK FOR 5 SUB REGISTRAR OFFICES (ANAND, DHOLKA, KAPADVANJ, MAHUDHA, MANDAL).



GUJARAT RURAL INDUSTRIES MARKETING CORPORATION LIMITED

(A Govt. of Gujarat Undertaking)

Regst Off: Block No.17, 5th
Floor, Udyog Bhavan,
Sector11,Gandhinagar-382011.

Sub: TENDER FOR CIVIL/INTERIOR/ELECTRICAL/HVAC WORK FOR 5 SUB REGISTRAR OFFICES (ANAND, DHOLKA, KAPADVANJ, MAHUDHA, MANDAL).

Bid Document

Technical Bid

| | |
|--|----------------------------|
| Tender fee: Rs. 17,700 (15,000/- + 18% GST) (Non-Refundable) | EMD Amount: Rs. 4,94,906/- |
| Bank Name: | Bank name: |
| D.D.NO&DATE: | D.D.NO&DATE: |
| Name of the Bidder: | |

Tenders are invited in two parts (Technical & Financial Bids) from reputed Interior Contractor for e-tendering process as per tender form published on website

<http://tender.nprocure.com>

**TENDER FOR CIVIL/INTERIOR/ELECTRICAL/HVAC WORK FOR 5 SUB REGISTRAR OFFICES (ANAND,
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TENDER FOR CIVIL/INTERIOR/ELECTRICAL/HVAC WORK FOR 5 SUB REGISTRAR OFFICES (ANAND, DHOLKA, KAPADVANJ, MAHUDHA, MANDAL).

Notice Inviting Tender

| | | |
|----|--|--|
| 1. | Name of work | TENDER FOR CIVIL/ INTERIOR/ ELECTRICAL/ HVAC WORK FOR 5 SUB REGISTRAR OFFICES (ANAND, DHOLKA, KAPADVANJ, MAHUDHA, MANDAL). |
| 2. | Tender Notice No | 04/2026-27 |
| 3. | Estimated Cost | Rs. 1,39,80,398/- (Excluding GST) |
| 4. | Tender Fee(Non-refundable) | Rs. 17,700/- (15,000/- + 18% GST) (DD in favour of "Gujarat Rural Industries Marketing Corporation Ltd" Payable at Gandhinagar) from any Nationalized / Scheduled Bank` |
| 5. | Earnest Money Deposit | Rs. 4,94,906/- (DD in favour of "Gujarat Rural Industries Marketing Corporation Ltd" Payable at Gandhinagar) from any Nationalized / Scheduled Bank |
| 6. | Validity period of tender offered | 180 days from the stipulated date of Download of the tender but no modification shall be allowed after submission of tenders |
| 7. | Time all owed for completion of the work from the date of written order to commence. | 3 Months |
| 8. | Other details | |
| | a) Tender document available online from | From 01-07-2026 to 21-07-2026 up to 18:00 |
| | b)sending queries | Queries shall be send by email on sankalp.info2025@gmail.com mng-pjt-grimco@gujarat.gov.in |
| | c)Pre bid Meeting | At 07-07-2026 12:00PM |
| | d)Date of Financial Submission(Online only), Technical Bid Online Submission | From 01-07-2026 to 21-07-2026 up to 18:00 |
| | e) Date for submission of Tender fee and EMD | From 01-07-2026 to 22-07-2026 up to 11:00 |
| | f) Technical Bid opening date | 22-07-2026 at 11:10 |

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| | | |
|----|---|--|
| | g) Mode of sending the tender | <u>(1) Online through E-tendering only</u> |
| | h) Essential description on sealed cover. | <u>DD of Tender fee and EMD (which should be submitted through speed post/hand Delivery/courier only.)</u> Name of work, Tender Id, Tender Notice No & Last date of Receiving the Tender The Managing Director Grimco, Block No- 17, Udhog Bhavan, Sector -11, Gandhinagar-382017. |
| 9. | Defect Liability period | 12 Months after issue of completion certificate |

The Pre-qualification bid can be viewed and downloaded from the website <http://tender.nprocure.com>. The pre qualification bid shall have to be submitted through E-tendering only. Bidders who have downloaded the document from website should attach along with the bid documents a pay order or demand draft. GRIMCO Reserves the right of selection or rejection of any or all bidders without assigning any reason.

- **Documents must be submitted online only. Any document/s is/are submitted physically will not be considered.**

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PRE-QUALIFICATION CRITERIA

- Contracting firms who meet the following eligibility criteria are invited to submit their bids along with requisite documents as their Expression of Interest. Reputed firms should have fulfill the below PQ criteria.
- The Contractors' firm shall have minimum 5 years experience in the field of execution of Civil/Interior/Electrical/HVAC work of Central /State Govt./Board & Corporation or public sector buildings with all services.(For the purpose of evaluating eligibility criteria under this tender, any change in the constitution or legal status of the bidder-including but not limited to conversion from a sole proprietorship to a partnership firm, partnership to company, public limited to private limited company, or vice versa-shall not be considered. The experience, turnover, or past performance of such reconstituted entities shall be evaluated strictly based on the credentials of the bidder in its current legal form, and no benefit of credentials of the previous entity/entities prior to such conversion shall be admissible.")
- The company should provide registration certificate of GST, Pan Card, ESIC etc. as per the government regulation.
- If the Bidder have factory/workshop they have to submit ESIC Certificate and if bidder carry out turnkey projects they have to submit declaration that they shall get WORKMEN COMPENSATION POLICY" if they are selected for a particular project.
- Two similar completed works costing not less than the amount equal to 82.48 Lacs, which shall be started within the last five years and completed before the publishing of the tender. (Work Completion Certificate must be attached)

OR

- One similar completed work costing not less than the amount equal to 1.32 Crore, which shall be started within the last five years and completed before the publishing of the tender. (Work Completion Certificate must be attached)
- Average Annual Financial turnover shall be at least Rs. 2.80 Crore during the last 3 years, from 2022-23, 2023-24 and 2024-25 Supporting documents including in the form of certified Audited Balance sheets of relevant periods or a certificate from the Chartered Accountant/Cost Accountant indicating the financial turnover details (without GST) for the relevant period shall be uploaded which contains UDIN number with the bid.

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- Notarized affidavit executed in the date after published this tender for that the firm shall not be having black listing history with Central /State Government, Boards & corporation etc. **(As Per ANNEXURE–V)**
- The bidder must have office registered in Gujarat (Proof must be attached).
- Joint Venture/Tie ups will not be allowed.
- Form 3(A) will be considered valid only if the work is completed within the stipulated time frame.

Note: Similar work means Work includes Interior works, Furniture works, supply and installation works including false ceiling, wall paneling, partition works, glass partition works, air conditioning system- HVAC, firefighting and including all services as required etc. of Central/ State Govt., Board & Corporation, public sector buildings with all Composite executed under one contract/ agreement last five years in India. (Only Civil, only Electrical & Annual Maintenance Work will not be Consider.)

- The completion certificates enclosed in support of experience for the similar work must clearly indicate the following:
 - i. Name of work/project
 - ii. Estimated cost and/or Tendered cost and/or Completion cost of project.
 - iii. Stipulated date of start
 - iv. Stipulated date of completion
 - v. Actual date of completion
 - vi. **Form 3(A) will be considered valid only if the work is completed within the stipulated time frame (No extension of time limit shall be considered).**

The agencies who do not fulfill the prequalification criteria & work experience, their case will not be evaluated further.

The Technical bid can be viewed and downloaded from the web site <http://grimco.nprocure.com>. The bid shall have to be submitted online. Bidders who have downloaded the document from website should attach along with the bid documents and demand draft. GRIMCO Reserves the right of selection or rejection of any or all bidders without assigning any reason. Conditional tenders are liable to be rejected. Dispute, if any, will be subject to Gandhinagar jurisdiction only.

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IMPORTANT INFORMATION FOR BIDDER

- If the Bid Document is taken in company's name, a **`power of attorney'**, in favour of the **person who is authorized to sign the Bid document** on behalf of the company, must accompany the Bid Document.
- **The bidder must have office registered in Gujarat and shall have handled such Similar Work with all services Work for last 5 years.**
- Bidder shall not be a sub-contractor of another Bidder at this bidding stage.
- The pre-qualification requirements are explicitly stated in this document. Bidders are required to study these requirements in detail & make a Pre-Qualification bid as defined **GRIMCO Qualification Document** above completely meeting these requirements. The Pre Qualification bid must be complete in all respect leaving no scope for ambiguity.
- **Cost of Bidding:** The Bidder shall bear all costs associated with the preparation or submission of their Bid, participating in discussion etc. Including costs and expenses related with visits to the site. The Client will not be responsible or liable for these costs and expenses regardless of the outcome of the Bidding process.
- Proof for fulfillment of eligibility criteria mentioned in the bid should be submitted. If the Pre-qualification document is submitted without valid documents and without proof of eligibility criteria, the bid will be rejected.
- If Client is convinced that the bidder has resorted to material misrepresentation or provided fraudulent information / statement, the said bidder will be liable for disqualification / rejection at any stage.
- No bidder shall contact Client / Consultant on any matter related to its bid after the time of submission of Bid, unless requested so in writing. Any effort by bidder to influence Client / Consultant in their decision in respect of Pre Qualification bid evaluation will result in rejection of the Bid.
- Canvassing in any form by the Bidder may lead to disqualification of their Bid.
- Client reserves its right to call for clarifications / original of the supporting document for verification, as deemed fit and also to cross check for any details as furnished by the Bidder(s) from past – executed projects / Clients / Consultants etc. It is to be noted that pre – qualification may be completed without seeking any subsequent additional information.
- Client reserves the right to accept or reject any bid and to annul the bidding process and/or to reject all bids at any time without incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s).
- The scopes of work & project description are indicative and are likely to change during Detail

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Design.

- Information furnished in the Bid Document will be kept confidential.
- During the above work, if any accident occurs due to the use of poor quality material in the future, then the entire responsibility of you and the architect will be joint, Grimco office will not be responsible.
- **The successful bidder/agency shall commence the work within seven (07) days from the date of issuance of the work order and shall complete the work of all five offices within a period of three (03) months thereafter.**
- **In case of delay in execution and completion of work beyond the stipulated period, penalty 1% per week shall be imposed on the Total work order value.**
- **This work is in existing ongoing office so the space will be provided phase wise to carry out the work.**
- **The Contractor shall be solely responsible for the payment of Labour Cess leviable under the provisions of the Building and Other Construction Workers' Welfare Cess Act, 1996, and the rules, notifications, orders, and amendments issued thereunder from time to time.**
- **The Contractor shall deposit the applicable Labour Cess with the competent authority within the stipulated time at his own cost and shall submit authenticated documentary evidence of such deposit to the Company.**
- **Release of the final bill shall be subject to submission and verification of proof of payment of the full Labour Cess amount. In the event of failure to submit such proof, the Company shall be at liberty to withhold the final payment without any liability for interest.**
- **The Company shall have the right to deduct, recover, or adjust the amount of Labour Cess from any running account bills, security deposit, retention money, or any other sums due or becoming due to the Contractor under this or any other contract.**
- **Any liability arising on account of non-payment, delayed payment, short payment, or incorrect payment of Labour Cess, including penalties, interest, or statutory consequences, shall be entirely borne by the Contractor, who shall indemnify and keep indemnified the Company against all such claims and demands.**

Submission:

- The onus of providing, all necessary company / project related information in prescribed formats in online will rest entirely on the bidder.
- **All information has to be typed and submitted in the prescribed formats only.**
- Bids duly filled with all the requisite information and supporting documents shall be submitted by the time and date as specified in the Notice. Bidder should ensure submission of complete information / documentation in the first instance itself.

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- **Documents must be submitted online only. Any document/s is/are submitted physically will not be considered.**
- Bidder is required to submit complete Pre Qualification bid in the order as given in Check list enclosed separately in order to achieve the objective of maintaining uniform Pre Qualification bid structure from all the Bidders. These requirements must be adhered to by all the Bidders.
- Bidders are advised to submit PQ Bids strictly in accordance with the requirements mentioned in the relevant clause.
- Tenders are invited through two bid system:
 - a) First bid (Technical bid)** contains Prequalification bid. The process involves short listing of Bidders. Technical bid is to be submitted online only.
 - b) Second bid** contains only **Price Bid** (Schedule B). **This is to be submitted online only.** The offer will be summarily rejected if financial bid is submitted in physical form.

Selection Process:

The selection process will lay strong emphasis on,

- a) Those Bidders who have done extensive Civil finish & Interior furniture works.
- b) The ability and competency of Bidder to deliver High Quality work within stipulated time limit and their ability to Plan, Mobilize and Deploy infrastructural and manpower resources to ensure successful execution of all project works.

• Evaluation:

Step – 1 – The First Bid i.e. Technical bid will be opened as per the date and time prescribed in the tender.

Note: Projects for which incomplete information has been provided will not be considered for evaluation.

Step–2–The technical bid will be analyzed as per the following qualification criteria.

1. Mandatory/ Eligibility Criteria

- a) Projects executed in joint venture shall not be considered for evaluation.
- b) It is essential for Bidder to submit documentation – Photographs taken during Interior furniture works of the project.
- c) As a part of prequalification process, Client and /or their representative may visit Project sites and /or ask for the client's opinion of one / all Bidders to access level of Quality and Finish of executed works as well as to review Bidder's ability to Plan, Mobilize and deploy resources.
- d) Bidder is expected to manage and facilitate for visits if necessary.
- e) Even though the Bidders meet the qualifying criteria, they are subjected to be disqualified if they have:-Made misleading or false representations in the forms, statements and attachments submitted

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In proof of the qualification requirements and/or

- Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc; and/or

f) The Bidder is expected to examine carefully all instructions, forms, format in the Document.

Failure to comply with the requirements of Documents shall be at the Bidder's own risk.

Step – 3 – Price bid of only those bidders will be opened who are qualifying as per the prequalification process.

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Declaration/Undertaking

[Letter head of the Bidder firm or lead partner including full postal address, telephone nos., fax no., telex no., Email address & website]

[Location, Dt. __/__/____]

The Managing Director,

Gujarat Rural Industries Marketing Corporation Ltd.

Gandhinagar – 382 011,

Dear Sir,

Being duly authorized to represent and act on behalf of _____

_____ (hereinafter“ the Bidder”), and having reviewed and fully understood all the prequalification information provided, the undersigned hereby apply to be prequalified by yourselves as a tenderer for the following contract under interior furniture works for GRIMCO, Gandhinagar.

Attached to this letter are copies of original documents (attested true copies) defining:

- a) The Bidder's legal status;
- b) Its principal place of business ; and
- c) Its place of incorporation (for Bidders which are corporations); or its place of registration (for bidders which are partnerships or individually owned firms).

You and your authorized representatives are here by authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Letter of Application will also serve as authorization for any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and as requested by you to verify statements and information provided in this application, such as there sources, experience, and competence of the Bidder.

This application is made in the full understanding that:

a) PQ Bids by Bidder/s will be subject to verification of all information submitted or prequalification at the time of bidding;

b) “Client” reserves the right to: 1) Amend the scope and value of any contracts tendered under this project, in such event, tenders will only be invited from pre-qualified bidders who meet the revised requirements. 2) Reject or accept any application, cancel the prequalification process, and reject all application ; and

c) “Client” shall not be liable for any such actions and shall be under no obligation to inform the Bidder of the grounds for such actions.

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The undersigned declare that the statements made and the information provided in the duly completed application are complete, true and correct in every aspects.

I/We agree that the decision of “Client” in selection of Bidder, phasing of works and in any other project related matter, will be final and binding to me/ us.

Yours Sincerely,

For and on behalf of

Authorized Signature with stamp

Name and title of Signatory

Name of the firm & Address

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ANNEXURE-I : COMPANY / FIRM RELATED INFORMATION

| | | |
|--------------------|---|---------------------------------------|
| a) | Name of the organization: | |
| b) | Address of the organization: | |
| | Phone no.: | |
| | Fax no.: | |
| | E-mail: | |
| c) | Name & Particulars Of the Authorized Representative for the details furnished herein after : | |
| d) | Type of the Organization including particulars of Proprietor / Partners / Directors: | |
| | (Sole Proprietorship, Partnership, Private Ltd., Co- operative Body etc.) | |
| | (Attested copy of Deeds or Memorandum of Association to be enclosed) | |
| | 1) | |
| | 2) | |
| Sr. No. | Eligibility Criteria Specified in the Notice | To be filled by the Contractor |
| A | Details of Bank Solvency available | |
| 1) | Name of Bank | |
| 2) | Branch | |
| 3) | Amount of Solvency | |
| 4) | Date of Issue | |
| | The firm should have satisfactorily completed at least one similar*nature of project. As per PQ. | |
| 1) | Details of Single project | |
| a | Name of project with location | |
| b | Client Name &Address | |
| c | Cost of Project | |
| d | Type of Building | |
| e | No of floors | |

The bidder / bidder should have to fill this information on their company letter head and enclosed separately.

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**ANNEXURE – II: Information about Technical Personnel to be deployed on site for this
project:**

| Sr. No. | Proposed position for this project | Name of Candidate | Contact Detail |
|--------------------|---|--------------------------|-----------------------|
| 1 | Project Manager | | |
| 2 | SiteEngineer–1 | | |
| 3. | Project Engineers for HVAC, Fire Fighting, AV system, Electrical. | | |
| 4. | Engineer For Interior Finishing | | |

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ANNEXURE III: TURNOVER

| | 2022-23 | 2023-24 | 2024-25 | Avg. Turnover |
|---|---------|---------|---------|------------------|
| Value of Interior works executed (Rs.In Crore/Lacs) | | | | |

Table-1

| Sr. No. | Name of work | Name of Client | Contract Amount (Rs. In Lacs/Crore) | Type of Building |
|------------|--------------|----------------|--|------------------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |
| ** | | | | |
| | | | | |

1. Bidder may add rows in the above table (format) as per their list of projects.
2. Consideration of similar experience for past projects shall be as per PQ
(must be attached).

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ANNEXURE–IV: Detailed Information about Completed Projects

Detail Information of completed Interior furniture works Projects as per PQ in last Three years Project
Title:

| | |
|--|---------------------------------------|
| Project name: | |
| Client: | Name: Address: Contact number: |
| Architect / Interior Design Firm | Name: Address : Contact number: |
| Tendered Project Cost (Rs.In Crore/Lacs) | |
| Actual Project Cost Rs. In Crore/Lacs) | |
| Project Start Date | DD/MM/YYYY |
| Stipulated Completion Date | DD/MM/YYYY |
| Actual Completion Date | |
| Project Area | In Sq.m |
| Scope of Work | |
| Average Work Done per month | |
| Photographs Attached: | |
| 1.Flooring & stone Cladding work (Interior only) | Yes/No |
| 2.False Ceiling | Yes/No |
| 3.Gypsum partition | Yes/No |
| 4.Paint work | Yes/No |
| 5.Electrical + Light fixture | Yes/No |
| 6.Loose & fixed solid wood furniture | Yes/No |

Note: Copy of Original or attested copies of work order, final completion certificate from client have to be attached.

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ANNEXURE–V: Notarized Affidavit

(To be submitted on Non-Judicial Stamp paper of Rs. 300.00, duly signed by an authorized
Notary and solemnly affirmed)

I/We, the undersigned, hereby declare and affirm the following:

1. I/We acknowledge and agree that the decision of GRIMCO regarding the pre-qualification/selection of applicants shall be final and binding upon me/us, without any reservation.
2. I/We affirm that all the information and data provided herein are true, accurate and complete to the best of my/our knowledge and belief. In case any discrepancies are found, I/we shall be solely responsible.
3. I/We hereby confirm that neither I/we nor **the firm have been blacklisted by any Government, Semi-Government, Public Sector Undertakings (PSUs), or Private Sector organizations.** We further assure that there are no legal or regulatory hindrances preventing us from participating in this process.
4. I/We further confirm that there are **no pending investigations, litigations, or legal proceedings** against us that could impact our eligibility to participate in this tender.
5. In case any information provided above is found to be false or misleading, we understand that our bid shall be **rejected and legal action** may be taken against us, including disqualification from future tenders.

Seal & Signature of the Authorized Applicant

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CHECK LIST

Bidder shall fill this CHECK LIST and ensure that all details / documents as mentioned in the tender documents are submitted along with their Bid. Please tick the box and ensure compliance and specify the Page no. of Prequalification bid submitted.

| Sr. No. | Details / Documents | Compliance (Yes/No) | Page No. |
|--|---|---------------------|----------|
| Documents required for Mandatory Criteria | | | |
| 1 | The Contractors' firm shall have minimum 5 years experience in the field of execution of furniture work of Central /State Govt./Board & Corporation or public sector or institutional buildings with all services | | |
| 2 | The company should provide registration certificate of GST, Pan Card etc. as per the government regulation. | | |
| 3 | If the Bidder have factory/workshop they have to submit ESIC Certificate and if bidder carry out turnkey projects they have to submit declaration that they shall get WORKMEN COMPENSATION POLICY" if they are selected for a particular project. | | |
| 4 | Certificate issued by client to the contractor for a completed renovation and interior works project of cost not less than as per PQ criteria | | |
| 5 | Average Annual Financial turnover as per PQ during the last 3 years, from 2022-23, 2023-24 and 2024-25. Supporting documents including Audited Balance Sheet with CA's Certificate having Valid UDIN No. shall be produced (Tax Audit Report if applicable) | | |
| 6 | Notarized affidavit executed in the date after published this tender for that the firm shall not be having black listing history with Central /State Government, Boards & corporation etc. (As Per ANNEXURE-V) | | |
| 7 | Declaration / Undertaking, Submitted | | |
| 8 | Annexure-I, Company / Firm related information , submitted | | |
| 9 | ANNEXURE – II : Information about Technical Personnel to be deployed on site for this project : | | |
| 10 | Annexure : III, TURNOVER | | |

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| | | | |
|----|--|--|--|
| 11 | Annexure : IV, Detailed Information about Completed Projects | | |
| | Close up Photographs as mentioned in format | | |
| 12 | If name of the firm changed since establishment, details (certificate) for the same, submitted | | |
| 13 | Power of Attorney / Authorization letter in favor of signatory of Bid, submitted | | |
| 14 | Profile of Owner / Director along with Passport size Photographs submitted | | |
| 15 | Detailed information of completed project, as specified in | | |
| | Close up Photographs as mentioned in format | | |
| 16 | GST certificate | | |
| 17 | Addition if any | | |

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General Terms of Contract

- All material used shall be approved quality and to the entire satisfaction of the owner / consultant / EIC.
- The measurement shall be checked by the Consultant/EIC.
- The consultant and the owner do not blind themselves to accept the lowest tender and no reason for rejecting the same shall be given.
- The owner through the consultant and the consultant through the owner reserves the rights for any additions and alterations or omission in the tender and execution of work.
- GST/TDS/other statutory levies if any shall be deducted from every running bills and final bill payment as applicable time to time as per government of India or state government.
- Whenever any claim for the payment of a sum of money to GRIMCO under this contract against the contractor the same may be deducted by GRIMCO from retention money / security depositor any sum then due or which at any time there after may become due to the contractor under this contract and failing that under any other contract with GRIMCO or from any other sums due to the contractor from GRIMCO which may be available with GRIMCO he shall pay within ten working days the claim in cash/demand draft on demand.
- GRIMCO reserve the right to carry out post payment audit and technical examinations of the running / final bill including all supporting vouchers, abstracts etc GRIMCO further reserves the right to enforce recovery of any overpayments when detected, notwithstanding the fact that the amount of the final bill may be included by one of the parties as items of disputes before an arbitrator appointed under condition of this contract and notwithstanding the fact that the amount of the final bill figures in arbitration award.
- If as a result of such audit or technical examinations any overpayments is discovered in respect of any work done by the contractor or alleged to have been done by him under the contract, it shall be recovered by GRIMCO from the contractor by any of all methods or mode of recovery as prescribed above or if any under payment is discovered the amount shall be duly paid to the contractor by GRIMCO.
- After completion of each month the contractor must take photographs of the work in progress as per the instruction of the consultant /EIC and also the contractor will give a copy of the prints to consultant /EIC
- An amount equivalent to 5% (five percent) of the total contract value shall be retained by the Company as Security Deposit. The Security Deposit shall be refunded at the time of settlement of the final bill, subject to satisfactory completion of the work certificate obtained from Indenting Department.

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- Final payment shall be released only after the final bill is duly certified by the Architect and a Completion Certificate confirming that the work has been completed satisfactorily and within the stipulated time has been obtained from the Indenting Department.
- In addition to the above, 2.5% (two point five percent) shall be deducted and retained from each running bill as well as from the final bill as Retention Money, which shall serve as a Performance Bond covering the Defect Liability Period of twelve (12) months from the date of completion of the work.
- The Retention Money shall be refunded without any interest only after expiry of the Defect Liability Period of twelve (12) months, and upon receipt of a certificate from the Indenting Department confirming that no defects, deficiencies, or rectification works remain pending in respect of the completed work.
- For anti termite treatment and waterproofing work 10% will be retained from the billing amount for 5 years (without interest). The amount shall be refunded after five years without interest.
- The contractor shall not be entitled for any deviation in prices, due to variation in price of material, labor equipment, government taxes, and the contractor shall not claim any damage for delay in supplying working drawing and consultant /EIC decisions.
- In case of any variation in interpretation of the items to be executed its specification and rates will be following National Building code and ultimately the decision of a architect or competent authority of GRIMCO will be binding to the contractors / parities.
- Liquidated damages for the tendered works 0.5% of the contact value per week of delay subject to maximum of 10% of contract value.
- The contractor shall have to store the material and shall have to keep watch and ward.
- Payment of the bill presented by the contractor will be made only after depositing the amount by the indenting office to the Grimco office.
- **The Contractor shall remove of existing all type of loose & fixed furniture, light fixtures, any type of ELV equipment's, Air conditioning unit and handed over to the client. Work complete including all labour, loading, unloading, transportation, all leads, all floor, all levels, all heights, etc. complete as per instruction of Client/EIC**

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General Conditions of Contract

1. DEFINITIONS–

- 1.1. The Contract Document consists of an Agreement, General Conditions of Contract, Special Conditions of Contract, Specifications, Bill of Quantities including all modifications there of incorporated in the document before the execution and the Contract Drawings prepared by the Architect from time to time. These from the Contract.
- 1.2. The Client : **Gujarat Rural Industries Marketing Corporation Limited, Gandhinagar**
The Bidder:
The Owner : **Inspector of Registration and Superintendent of Stamps, Gandhinagar**
The Architect: **Sankalp Architect & Interior Designer, Ahmedabad**
The EIC:

Are those mentioned as such in the Agreement and shall include their representatives, assigns or successors. They are treated throughout the Contract Document as if each were of a singular number and masculine gender.

- 1.2. **"The Site"** shall mean the site of the Contract work including any building and erections there on and any other land / building allotted by the Owner for Contractor's use.
- 1.3. **Written Notice** shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the corporation for whom it is intended or if delivered at or sent by registered mail to the last business address known to him who gives the notice.
- 1.4. The term **"Work"** of the Contractor or Sub-Contractor includes labour or material or both.
- 1.5. All time limits stated in the Contract Document are the essence of the Contract.
- 1.6. The law of the place of work shall govern the Interior Work under this Contract.
- 1.7. The date of **Completion** of a project or specified area of a project is the date when

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interior work is sufficiently & successfully completed, in accordance with the Contract Document as modified by any change or variation orders agreed to by the parties, so that the Owner can occupy the project for the use it was intended.

2. CONTRACT DOCUMENT

2.1. The following documents shall constitute the Contract Documents :

Articles of Agreement.

General Conditions of Contract.

Special Conditions of Contract

Bill of Quantities and Schedule of Rates. (Contract Schedule or Contract Bill)The Tender Document

Notice Inviting Tender

Letter of Intent Issued by the Owner

The Correspondence between the Owner / Architect and the Contractor from time to time The Drawings / Sketches issued by the Architect from time to time including those attached to the tender.

2.2. The Contract Document is complementary. What is called for in any one shall be as binding as if called for by all.

2.3. The Contract Document shall remain in the custody of the Architect / GRIMCO so as to be available at all reasonable times for inspection of the Owner or of the Contractor. Immediately after the execution of the Contract one copy of the Contract Document and two copies of the Contract Drawings shall without charge be supplied by the Architect to the Contractor and one copy of the Contract Document to the Owner.

2.4. Provided that nothing contained in the said Specifications, Descriptive Schedules or other documents shall impose any obligation beyond those imposed by the Contract Document.

2.5. After the award of the Contract, the Contractor shall without charge be supplied with all such further drawings and details as may be prepared by the Architect, from time to time, as the work proceeds and as are reasonably necessary either to explain or amplify the Contract Drawings or to enable the Contractor to carry out and complete the work in

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accordance with these Conditions. Provided all such drawings shall be a reasonable development of the work described in the Contract Document.

- 2.6. The Contractor shall keep one copy of the Specifications, Descriptive schedule or other like document referred to in this clause and one copy of the Contract Drawings and such other drawings and details supplied to him from time to time and referred to in this clause and written instruction referred to in clause and sub-clauses 9,16(1),16.(2) and 30 upon the site so as to be available to the Architect or his representative at all reasonable times.
- 2.7. None of the documents here-in-before mentioned shall be used by the Contractor for any purpose other than this Contract and neither the Owner nor the Architect shall divulge or use except for the purpose of this Contract any of the prices in the Contract Bills.
- 2.8. Upon final payment under the clause of these Conditions the Contractor shall if so requested by the Architect forthwith return to the Architect all Drawings, Details, Specifications, Descriptive Schedule and other Documents of like nature which bears his name or that of the Architect.

3. TYPE OF CONTRACT

The Contract shall be a **Percentage-Rate Contract**. The contractor shall be paid for the actual quantity of work done, as measured at site, at the percentage quoted by him in the Contract Agreement.

4. SCHEDULE OF QUANTITIES

The Schedule of Quantities given in the Contract Bill is provisional and is meant to indicate the intent of the work and to provide a uniform basis for tendering. The Owner reserves the right to increase or decrease any of the quantities or to totally omit any item of work and the Contractor shall not claim any extras or damages on these grounds.

Any error in description or in quantity or omission of items from the Contract Bill shall not vitiate this Contract but shall be treated as a Variation.

5. CONTRACT DRAWINGS

- 5.1. In general the Drawings shall indicate dimensions, position and type of interior work ; the Specifications shall indicate the qualities and the methods; and the Bill of Quantities shall

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- indicate the quantum and the rate for each item of work. Any work indicated on the Drawings and not mentioned in the Specification or vice versa shall be furnished as though fully set forth in both. Work not specifically detailed, called for, marked or specified shall be the same as similar parts that are detailed, marked or specified.
- 5.2. The Contractor's work shall not deviate from the Drawings and the Specifications. The Architect's / GRIMCO interpretation of these documents shall be final and without appeal.
- 5.3. Errors or inconsistencies discovered in the Drawings and Specifications shall be promptly brought to the attention of the Architect through the clerk of works, for interpretation or correction. Local conditions, which may affect the work, shall likewise be brought to the Architect's attention. If at any time, it is discovered that work is being done which is not in accordance with the Contract Drawings and Specifications, and Contractor shall correct the work immediately. Corrections of defective work shall not be a basis for any claim for extension of time. The Contractor shall not carry on work except with the knowledge of the Clerk works.
- 5.4. Figured dimensions on the Scale Drawings and large size details shall govern. Large size details shall take precedence over small-scale drawings. Any work done before receipt of such details, if not in accordance with the same, shall be removed and replaced or adjusted as direct, by the Contractor without expense to the Owner. The general conditions apply with equal force to all the work including authorized extra works.
- 5.5. All drawings, Bills of Quantities and Specifications and copies thereof furnished by the Architect are his property they shall not be used on any other work and shall be returned to the Architect at his request on completion or termination of the Contract.
- 5.6. Reinforcing steel bar bending schedules shall be furnished to the Architect at least fifteen days prior to the fabrication of the reinforcement.

6. CONTRACTSUM

The Contract Sum shall not be adjusted or altered in any way whatsoever otherwise than in accordance with the express provisions of these Conditions, and subject to clause 5. (2) Of these Conditions any error whether of Arithmetic or not in the computation of the Contract Sum shall be deemed to have been accepted by the parties hereto.

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7. CONTRACT BILLS

- 7.1. The quality and quantity of the work included in the Contract Sum shall be deemed to be that which is set out in the Contract Bills which unless otherwise expressly stated in respect of any specified item shall be deemed to have been prepared in accordance with the principles of the standard method of measurement of Building Work last before issued by the Indian Standard Institution but same as aforesaid nothing contained in the Contract Bills shall override, modify or affect in any way whatsoever the application or interpretation of that which is contained in these Conditions.
- 7.2. Any error in description or in quantity or omission of items from the Contract Bills shall not vitiate this Contract but shall be corrected and deemed to be a variation required by the Architect.

8. SCOPE AND INTENT

- 8.1. **Scope:** The general character and the scope of the work is illustrated and defined by the Specifications and the Bills of Quantities herewith attached and by the signed Drawings. If the Contractor shall find any discrepancy in or divergence between the Contract Drawings and or the Contract Bills he shall immediately give to the Architect a written notice specifying the discrepancy or divergence and the Architect shall issue instructions in regard thereto.
- 8.2. **Extent:** The Contractor shall carry out and complete the work in every respect in accordance with this Contract and with the directions of and to the reasonable satisfaction of the Architect. The Architect may in his absolute discretion and from time to time issue further drawings, details and/ or written instructions, written directions and written explanations, all of which are collectively referred to as Architect's instructions. All such Drawings and instructions shall be consistent with Contract Document, true developments thereof and reasonably inferable there from.
- 8.3. **Intent:** The intention of the Document is to include all labour and materials, equipment and transportation necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the Contract, true developments thereof and reasonably inferable there from. Materials of work described in works, which so applied, have a well-known technical or trade meaning shall be held to such recognized standard.

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9. ARCHITECT'S INSTRUCTIONS

- 9.1. The Contractor shall forthwith comply with and duly execute any works comprised in such instructions issued to him by the Architect in regard to any matter in respect of which the Architect is expressly empowered by these Conditions to issue instructions provided always that verbal instructions, directions and explanations given to the Contractor or his work representative by the Architect shall if involving a variation be confirmed in writing.

If within seven days after receipt of a written notice from the Architect, requiring compliance with an instruction the Contractor does not comply herewith, then the Owner may employ and pay other persons to execute any work whatsoever which may be necessary to give effect to such instructions and all cost incurred with such employment shall be recoverable from the Contractor by the Owner as a debt or may be deducted by him from any money due or to become due to the Contractor under this Contract.

- 9.2. Upon receipt of what purpose to be instruction issued to him by the Architect the Contractor may request the Architect to specify in writing the provision of these Conditions which empowers the issue of the said instruction. The Architect shall forth with comply with any such request, and if the Contractor shall thereafter comply with the said instruction, then the issue of the same shall be deemed for all purposes of this Contract to have been empowered by the provision of these Condition specified by the Architect in answer to the Contractor's request.

- 9.3. All instructions issued by the Architect shall be in writing. Any instruction issued orally shall be of immediate effect, but shall be confirmed in writing by the Contractor to the Architect within seven days, and if not dissented from in writing by the Architect to the Contractor within seven days from receipt of the Contractor's confirmation shall take effect as from the expiration of the latter said seven days.

PROVIDED ALWAYS:

- 9.3.A. That if the Architect within seven days of giving such an oral instruction shall himself confirm the same in writing, then the Contractor shall not be obliged to confirm as aforesaid, and the said instruction shall take effect as from the date of the Architect's confirmation and

- 9.3.B. That if neither the Contractor nor the Architect shall confirm such an oral

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instruction in the manner and at the time aforesaid but the Contractor shall nevertheless comply with the same, then the Architect may confirm the same in writing at any time prior to the issue of the final Certificate, and the said instruction shall there upon be deemed to have taken effect on the date on which it was issued.

10. FACILITIES AND CO-OPERATION

In the case of works indicated on the Drawings but not included in the Contract the Contractor shall provide necessary facilities and co-operation for any Sub- Contractor or Bidder who may be approved by the Owner. The Contractor shall do all cutting, filling or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by work of other Contractors shown upon or reasonably implied by the Drawings and Specifications for the completed structure, and he shall make good after them as the Architect may direct. Any cost caused by the defective or ill-timed work shall be borne by the party responsible therefore.

The Contractor shall not endanger any work by cutting, excavating or otherwise altering the work and shall not cut or alter the work of any other Contractor save with the consent of the Architect.

11. SETTING OUT

The Architect shall determine any lines levels which may be required for the execution of the work and shall furnish to the Contractor by way of accurately dimensioned drawings such information as shall enable the Contractor to set out the Work at ground level.

The Contractor shall set out and level the work and shall be responsible for the accuracy of the same. He shall provide all the instruments and attendance required by the Architect for checking the work. He shall entirely at his own cost amend to the satisfaction the Architect any error found at any stage, which may arise through in accurate setting.

The contractor shall be responsible for true and proper setting out of the works and for the correctness of the positions levels dimensions and alignments of all parts of the works and for the provision of all necessary survey grid pillars and bench marks, instruments, appliances and labour in connection therewith. If at any time during the progress of the works any error shall appear or arise in the positions, levels dimensions or alignments of any part of the works the

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contractor on being required so to do by Engineer shall at his own expense rectify such error to the satisfaction of the Engineer unless such errors are based on incorrect data supplied in writing by the Engineer or the Engineer's Representative in which case the expense of rectifying the same shall be borne the owner. The checking of any setting out or of any line or level by the engineer or the Engineer's Representative shall not in any way relieve the contractor of his responsibility for the correctness thereof and the contractor shall carefully protect and preserve all survey grid pillars benchmark site rails, pegs and other things used in setting out the works.

12. SITE

- 12.1. **Visit:** Before tendering, the Contractor shall have visited and examined the site and satisfied himself as to the nature of the existing conditions & other means of communication, the correct dimensions of the work and the facilities for obtaining any special articles called for in the Contract Document and shall have obtained generally his own information on all matters affecting the continuation and progress of the works.

No extra charge made in consequence of any misunderstanding or incorrect information on any of these points, or on the grounds of insufficient description, will be allowed. Should the Contractor after visiting the site, find any discrepancies, omissions, ambiguities or conflicts in or among the Contract Document, or to be in doubt as to their meaning, he shall bring the questions to the Architect's attention, well in advance of the last date for submission of the tender.

- 12.2. **Possession :** The Contractor shall be allowed admittance to the site on the 'Date of Commencement' stated in the appendix and he shall thereupon and forthwith begin the work and shall regularly proceed with and complete the same on or before the 'Date of Completion' stated in the appendix subject nevertheless to the provision for extension of time hereinafter contained.
- 12.3. **Treasures:** Any Treasures, Coins or objects of Antiquity, which may be found at site shall be handed over to the Owner.

13. SAMPLES AND SHOP DRAWINGS

- 13.1. After the award of the Contract the Contractor shall furnish for the approval of the Architect, with such promptness as to cause no delay in his work or in that of any other Sub Contractor, samples and shop drawings required by the specifications or by the Architect. Samples shall be delivered as directed by the Architect.

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- 13.2. A schedule giving dates for the submission of sample shall be included in the schedule described under clause 14. Unless specifically authorized all samples must be submitted for approval well in advance of the date that particular work involved is scheduled to begin.
- 13.3. The Architect shall check and approve such samples, with reasonable promptness only for conformity with the design concept of the project and for compliance with the information in the Contract Documents. The work shall be in accordance with the approved samples.
- 13.4. After the acceptance of his tender the contractor within a month shall submit to the Engineer for his approval a C.P.M./PERT completion programme showing the order of procedure and method in which he proposes to carry out the works and shall when ever required by the Engineer furnish for his information particulars in writing of the contractor's arrangements for the carrying out of the works and of the interior workal plant and temporary works which the contractor intends to supply, use or construct as the case may be. The submission to and approval by the 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.

14. PROGRESS CHART

The Contractor shall prepare progress charts and submit the same for approval of the Architect and for his record immediately after the Award of the Contract. The charts shall indicate the expected date of commencement and completion of each of the items of the work and shall be in a form approved by the Architect. The chart shall also indicate the scheduling of samples, Shop Drawings and approvals.

15. ACCESS FOR ARCHITECT TO THE WORK

The Architect and his representatives shall at all reasonable times have access to the Works and to the Workshops or other places of the Contractor where work is being prepared for the Contract. When work is to be so prepared in workshops or other place of a Sub Contractor (whether or not a nominated Sub-Contractor as defined in clause 26 of these Conditions) the Contractor shall have a term in the Sub-Contract so as to secure a similar right of access to those workshops or places for the Architect and his representatives and shall do all things reasonably necessary to make such right effective.

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16. ARCHITECT'S STATUS AND DECISIONS

16.1. The Architect shall be the Owner's representative during the Interior work Period. The Architect shall periodically visit the site to familiarize himself generally with the progress and the quality of the work and to determine in general if the work is proceeding in accordance with the Contract Document. He shall not be required to make exhaustive or continuous on with inspections to check the quality or quantity of the work and he shall not be responsible for the Contractor's failure to carry out the Interior work in accordance with the Contract Document. During such visits and on the basis of his observations while at the site he shall keep the Owner informed of the progress of the work. He shall endeavor to guard the Owner against defects and deficiencies in the work of the Contractor and he shall condemn work, which fails to conform to the Contract Document. He shall have authority to act on behalf of the Owner only to the extent expressly provided in the Contract Document or otherwise in writing, which shall be shown to the Contractor. He shall have authority to stop the work whenever such stoppage may be necessary in his reasonable opinion to ensure the proper execution of the Contract.

The Architect shall be in the first instance the interpreter of the Conditions of this Contract and the judge of its performance. He shall not be biased towards the Owner or the Contractor but shall use his powers under the Contract to enforce its faithful performance by both. In case of the termination of the appointment of the Architect the Owner shall appoint a capable and reputable Architect against whom the Contractor shall make no unreasonable objection and whose status under the Contract shall be that of the former Architect. Any dispute in connection with such appointment shall be subject to Arbitration.

16.2. **Decision:** The Architect shall within a reasonable time make decisions on all claims of the Owner or the Contractor and all other matter relating to the execution and progress of the work or the interpretation of the Contract Document.

The Architect may in his absolute discretion issue from time to time further Drawings, details and / or written instructions, written direction sand written explanations in regard to:

- A. Variation or modifications of the design.
- B. The quality or quantity of works or the additions or omission or substitution of any

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work.

- C. Any discrepancy in or divergence between the Drawings and/ or specifications.
- D. Removal and/or re-execution of any works executed by the Contractor.
- E. Dismissal from the works of any persons employed there on.
- F. Asking to expose any covered work for inspection.
- G. Amending and making good of any defects under clause of Defects Liability Period.
- H. Removal from the site of any materials brought thereon by the Contractor and the substitution of any other material therefore.
- I. Assignment and sub-letting.
- J. Delay and time extension.
- K. Postponement of any work to be executed under the provisions of this Contract.

16.3. **Dismissal:** The Contractor shall on the request of the Architect immediately dismiss from the works any person employed thereon by him who may in the opinion of the Architect be incompetent or misconduct himself and such person shall not be employed again on the work without the permission of the Architect.

17. CONTRACT PERFORMANCE GUARANTEE

Within ten days of the signing of this Contract, the Contractor shall deposit with the Architect/GRIMCO, for due performance of this Contract, a sum which together with the Earnest Money shall be equal to that referred to in the appendix to this Contract as "Security Deposit".

The Security Deposit shall be in the form approved by the Architect and shall remain so deposited with the GRIMCO till the end of the Defects Liability Period referred to in the appendix.

The said Security Deposit shall indemnify the Owner against loss from defects arising from any clause under this Contract due to the failure of the Contractor to promptly carry out any matter arising under this Contract.

18. CLERK OF WORKS

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The term "Clerk of Works" shall mean the person approved by the Architect. The Clerk of Works will be appointed and paid by the Owner/Architect and acting under the orders of the Architect to inspect the works in the absence of the Architect. The Contractor shall afford the Clerk of Works every facility and assistance for inspecting the works and material and for checking and measuring time and materials. Neither the Clerk of Works nor any representative of the Architect shall have the power to set out works or to revoke, alter, enlarge or relax any requirements of the Contract or to sanction any day work, addition, alternations, deviations, or omission, or any extra work whatever exception so far as such authority may be specially conferred by a written order of the Architect.

The clerk of works or any representative of the Architect shall have the power to give notice of the Contractor or to his representative of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued until the decision of the Architect, if obtained. The works will from time to time be examined by the Architect, the Clerk of Works or the Architect's representative but such examination shall not in any way exonerate the Contractor from the Obligation to remedy any defects which may be found to exist at any stage of the works or after the same is completed. Subject to the limitation of this clause the Contractor shall take instructions only from the Architect.

19. CONTRACTORS FIELD ORGANISATION AND EQUIPMENT

- 19.1. **Equipment:** The Contractor shall provide, install and maintain all necessary plant, equipment, tools, tackles, hoists, ladders, scaffolding, centering material, vehicles for transportation of labour, materials and equipment as necessary for the execution and completion of the work to the satisfaction of the Architect.
- 19.2. **Office Accommodation:** The Contractor shall provide, erect and maintain approximately 100sq.ft. Covered office accommodation for the Clerk-of-Works. This accommodation shall be well ventilated, well lighted and furnished with a table, chairs, a cupboard for keeping drawings and a tack board for displaying drawings. It shall have a locking arrangement and a telephone facility. The accommodation to be demolished as when directed.
- 19.3. **Watchman:** The Contractor shall make his own security arrangements to guard the Site and premises at all times, at his own expense. The security arrangements shall be adequate to maintain strict control on the movement of material and labour. The

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Contractor shall extend the security arrangements to guard the material stored and / or fixed on the premises by the Sub-Contractors.

- 19.4. **Storage of Materials:** The Contractor shall provide, erect and maintain proper sheds for the storage and protection of the materials etc. and also for the execution of work, which may be prepared on the site.
- 19.5. **Sanitary Conveniences:** The Contractors shall provide and erect all necessary sanitary conveniences for the Site-staff and the workmen and maintain those in a clean orderly condition and clean and deodorize the ground after removal.
- 19.6. **Telephone, & Mobile:** The Contractor shall provide and separate mobile & / or telephone for the works and shall pay all charges in connection with the same during the execution of the work.
- 19.7. **Scaffolding, Staging, Guard-rails:** The Contractor shall provide scaffolding, staging, guard-rails, temporary stairs which may be required during Interior Work. The support for the scaffolding, staging, guardrails and temporary stairs shall be strong and adequate for the particular situation. The temporary access to the various parts of the building under Interior Work shall be rigid and strong enough to avoid any chance of mishaps. The arrangement proposed shall be subject to the approval of the Architect.
- 19.9 **Materials, workmanship and tests:** All materials and workmanship shall be of the respective kinds described in the contract and in accordance with the Engineer's instructions and shall be subjected from time to time to such tests as the Engineer may direct at the place of manufacture or fabrication or on the 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 materials used and shall supply samples of materials before incorporation in the works for testing as may be selected and required by the Engineer.
- 19.10 **Contractor to supply samples:** The contractor shall carry out tests of materials or finished work as the Engineer in writing may require and shall supply free of cost samples necessary for this purpose. Unless an item rate is provided in the schedule of items for such tests, the cost incurred in this respect shall be borne by the contractor.
- 19.11 **Owner's access to the works:** The owner, the Engineer and any person authorized by

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them shall at all times have access to the works and to the site and to the site and to all workshops and places where work is being prepared or where materials, 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.

- 19.12 **Examination of the works:** No work shall be covered up or put out of view without the approval of the Engineer and the contractor shall afford full opportunity for the Engineer or his authorized representative 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 Engineer whenever any such work or foundations is or are ready or about to be ready or examination and the Engineer shall without unreasonable delay unless he considers it unnecessary and advises the contractor accordingly attend for the purpose or examining such work or of examining such foundations. The contractor shall uncover any part or parts of the works or make openings in or through the same as the Engineer may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of the Engineer. If any such part or parts have been covered up or put out of view after compliance with the requirements of this sub 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 the owner but in any other case all such expenses shall be borne by the contractor and shall recoverable from him by the owner or may be deducted by the owner from any money due or which may be come due to the contractor.
- 19.13 **Removal of Improper work and materials:** The Engineer shall during the progress of the works have power to order in writing from time to time for:
- a) The removal from the site of any materials which in the opinion of the Engineer are not in accordance with the contract.
 - b) The substitution of proper and suitable materials.
- And**
- c) The removal and proper Re-execution (not withstanding any previous test thereof or interim payment therefore) to any work which in respect of materials or workmanship is not in the opinion of the Engineer in accordance with the contract. In case of default on the part of the contractor in carrying out such order the owner shall be entitled to employ and

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pay other persons to carry out the same and all expenses consequent thereon or incidental there to shall be borne by the contractor and shall be recoverable from him by the owner or may be deducted by the owner from any money due or which may become due to the contractor. Seven (7) days notice in writing shall be given to the contractor for removal of work / material from site.

19.14 Suspension of works:

The contractor shall on the written order of the Engineer suspend the progress of the works or any part thereof for such time or times and in such manner as the Engineer may consider necessary and shall during such suspension properly protect and secure the works so far as is necessary in the opinion of the Engineer. The extra cost (if any) incurred by the contractor in giving effect to the Engineer's instructions under this sub clause shall be borne and paid by the owner, provided it is justified and accepted by the owner, unless such suspension is

a) Otherwise provided for in the contract

Or

b) Necessary for the proper execution of the works or by reasons of weather conditions or by some default on the part of the contractor

Or

c) Necessary for the safety of the works or any part thereof.

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 the Engineer within one month of Engineer's order. The Engineer shall settle and determine the extra payment to be made to the contractor in respect of such claim as the Engineer shall consider fair and reasonable.

19.15 All work shall be measured net by standard measure and according to rules and custom and usual method in use in the GRIMCO and no proposals to adopt alternative method will be accepted. The Architect's decision as to what is the usual method in use in the GRIMCO. Shall be final

20 TAXES, DUTIES ETC:

The contractor's rates / percentage / prices quoted shall be inclusive of all taxes except GST.

21 STATUTORY OBLIGATIONS, NOTICES, FEES AND CHARGES

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21.1 The Contractor shall comply with and give all notices required by any Government authority, and instrument, rule or order made under any Act of Parliament or any regulation or Bye-law of any local authority relating to the work or with whose system the same is or will be connected. The Contractor before making any variation from the Contract Drawings or Contract Bills necessitated by such compliance shall give to the Architect a written notice specifying and giving reasons for such variations and the Architect may issue instructions in regard thereto. If with 10 days of having given the said written notice the Contractor does not receive any instructions in regard to the matters there in specified, he shall proceed with the work conforming to the Act of Parliament, instrument, rule, order, regulations or Bye-law in question and any variation there by necessitated shall be deemed to be a variation required by the Architect.

21.2 The Contractor shall pay and indemnify the Owner against liability in respect of any fees or charges (including any rates and taxes) legally demandable under any Act of Parliament, instrument, rule or order or any regulation or Bye-law or any local authority in respect of the Work.

22 ROYALTIES AND PATENT RIGHT

All royalties or other sums payable in respect of supply and use in carrying out the Works as desired by or referred to in the Contract Bills of any patented articles, process or inventions shall be deemed to have been included in the Contract Sum, and the Contractor shall indemnify the Owner from and against all claims, proceedings, damages costs and expense which may be brought or made against the Owner or to which he may be put by reason of the Contractor infringing or being held to have infringed any patent rights in relation to any such articles, processes and inventions.

23 LICENCES AND PERMITS FOR MATERIAL SUNDER GOVERNMENT CONTROL

Licenses and Permits for all materials under Government control shall be obtained by the Contractor through the collaboration and help of the Owner, the Contractor shall include in his tender all transport charges and other expenses likely to be incurred to bring the materials to the site. All payment by the Contractor for materials or goods supplied by a Nominated Bidder shall be in full, and shall be paid within 30 days of the end of the month during which delivery is made.

24 ARTISTS AND TRADESMEN

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The Contractor shall permit the execution of work not forming part of this Contract by artists, tradesman or other engaged by the Owner. Every such person shall for the purposes of these conditions be deemed to be a person for whom the Owner is responsible and not be a Sub-Contractor.

25 SEPARATE CONTRACTS

The Owner reserves the right to let other Contracts in connection with his work under similar general conditions. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and co-ordinate his work with theirs. If any part of Contractor's or Sub-Contractor's work depends for proper execution or results upon the work of any other Contractor, or Sub-Contractor, the Contractor shall inspect and promptly report to the Architect any defects in such work that render it unsuitable for such proper execution and results. Failure of the contractor's to so inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other Contractor's or Sub-Contractor's work after the execution of the work, to ensure to proper execution of his subsequent work the Contractor shall measure work already in place and shall at once report to the Architect any discrepancy between the executed work and the Drawings.

26 VARIATIONS, PROVISIONAL AND PRIME COST SUMS

26.1 The Architect may issue instruction requiring a variation and he may sanction in writing any variation made by the Contractor otherwise than pursuant to an instruction of the Architect. No variation required by the Architect or subsequently sanctioned by him shall vitiate this Contract.

26.2 The term "Variation" as used in these Conditions means the alteration or modification of the design, quality or quantity of the work as shown upon the Contract Drawings and desired by or referred to in the Contract Bills, and includes the additions, omission or substitution of any work, the alteration of the kind or standard of any of the materials or goods to be used in the work, and the removal from the site of any work materials or goods executed or brought thereon by the Contractor for the purposes of the work other than work, materials or goods which are not in accordance with this Contract.

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- 26.3 The Architect shall issue instructions in regard to the expenditure of Prime Cost* and Provisions Sums included in the Contract Bills and of Prime Cost sums which arise as a result of instructions issued in regard to the expenditure of Provisional Sums.
- 26.4 All variations required by the Architect or subsequently sanctioned by him in writing and all work executed by the Contractor for which Provisional Sums are included in the Contract Bills (other than work for which a tender made under clause 26(7) of these Conditions has been accepted) shall be measured and valued by the Architect who shall give to the Contractor an opportunity of being present at the time of such measurement and of taking such notes and measurements as the Contractor may require. The valuation of variations and of work executed by the Contractor for which a Provisional Sum is included in the Contract Bills, (Other than work for which a tender has been accepted as aforesaid) unless otherwise agreed shall be made in accordance with the following rules.
- 26.4.A) The price in the Contract Bills shall determine the valuation of work of similar character executed under similar conditions as work priced therein.
- 26.4.B) The said prices, where work is not a similar character or executed under similar conditions as aforesaid, shall be the basis of prices for the same so far as may be reasonable, failing which a fair valuation thereof shall be made.
- 26.4.C) Where work cannot properly be measured and valued the Contractor shall be allowed day-work rates on the prices prevailing when such work is carried out (unless otherwise provided in the Contract out).
- (i) At the rates if any, inserted by the Contractor in the Contract Bills of in the form of tender or
 - (ii) When no such rates have been inserted, at the rates prevailing in the market for material and labour and at the control rates for the controlled materials including in all cases the rate for delivery of the material at the work. Provided that in any case voucher specifying the time daily spent upon the work (and if required by the Architect the workmen's names) and the materials employed shall be delivered for verification to the Architect or his authorized representative not later than the end of the week following that in which the work has been executed.

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- 2.4.D) The prices in the Contract Bills shall determine the valuation of items omitted, provided that if omissions substantially vary the conditions under which any remaining items of work are carried out the prices for such remaining items shall be valued under rule(b) of this sub-clause.
- 26.5 Effect shall be given to the measurement and valuation of variations under Sub-Clause (4) Of this condition in Interim Certificates and by adjustment of the Contract Sum; and effect shall be given to the measurement and valuation of work for which a Provisional Sum is included in the Contract Bills under the said Sub-Clause in Interim Certificate and by adjustment of the Contract Sum in accordance with clause 31(5) of these Conditions.
- 26.6 If upon written application being made to him by the Contractor, the Architect is of the opinion that a variation or the execution by the Contractor of work for which a Provisional Sum is included in the Contract Bills (other than work for which a tender made under clause 26(6) of these Conditions has been accepted) has involved the Contractor indirect loss and/or expenses for which he would not be reimbursed by payment in respect of a valuation made in accordance with the rules contained in Sub-Clause (4) of the condition and if the said application is made within a reasonable time of the loss or expense having been incurred then the Architect shall ascertain the amount of such loss or expense. Any amount from time to time so ascertained shall be added to the Contract Sum, and if an Interim Certificate is issued after the date of ascertainment any such amount shall be added to the amount which would otherwise be stated as due in such certificate.

27 CERTIFICATES AND PAYMENT

- 27.1 At the period of Interim Certificate named in the appendix to these Conditions the Architect shall issue a certificate stating the amount due to the Contractor from the Owner, and the Contractor be entitled to payment therefore within the period for honoring certificates named in the appendix to these Conditions, interim valuations shall be made whenever the Architect considers them to be necessary for the purpose of ascertaining the amount to be stated as due in an Interim Certificate.
- 27.2 The amount stated as due in an Interim Certificate shall subject to any agreement between the parties as to stage payment, be the total value of the work properly executed and of the materials and goods delivered to or adjacent to the work for use

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thereon up to and including a date not more than seven days before the date of the said Certificate less any amount which may be retained by the Owner (as provided in sub-clause(3) of this condition)and less any installments previously paid under this Condition, provided that such certificate shall only include the value of the said material sand goods as and from such time as they are reasonably, properly and not prematurely brought to or placed adjacent to the work and then only if adequately protected against weather or other casualties.

27.3 The Owner's interest in any amounts so retained shall be fiduciary as trustee for the Contractor (but without obligation to invest), and the Contractor's beneficial interest therein shall be subject only to the right of the Owner to have recourse thereto from time to time for payment of any amount which he is entitled under the provisions of this Contract or deduct from any sum due or to become due or to become due to the Contractor. On the issue of the certificate of virtual completion the Architect shall issue a certificate for one moiety, of the total amounts then so retained and the Contractor shall be entitled to payment of the moiety within the period for honoring certificate named in the appendix to these Conditions.

27.3 A) The measurement and valuation of the work shall be completed within the period of final measurement and valuation stated in the appendix to these Conditions, and the Contractor shall be supplied with a copy of the priced bills of variation not later than the end of the said period and before the issue of the Final Certificate.

27.3.B) Either before or within a reasonable time after Virtual Completion of the work the Contractor shall send to the Architect all documents necessary for the purposes of the computations required by these Conditions including all documents relating to the accounts of nominated Sub-Contractors and Nominated Bidders. So soon as is practicable but before the expiration of the period of the length of which is stated in the appendix to these Conditions from the Defects Liability Period also stated in the said appendix or from completion of making good defects of these Conditions or from receipt by the Architect of the Documents .whichever is the latest, the Architect shall issue the Final Certificate. The final Certificate shall state:

27.3 c) The sum of the amount paid to the Contractor under Interim Certificate and the amount named in the said appendix as limit of retention Fund, and, The

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Contract Sum adjusted as necessary in accordance with the terms of these Conditions, and the difference (if any) between the two sums shall be expressed in the said Certificate as a balance due to the Contractor from the Owner or to the Owner from the Contractor as the case may be, and subject to any deductions authorized by these Conditions, the said balance shall as from the fourteenth day after the issue of the said Certificate be a debt payable as the case may be by the Owner to the Contractor or by the Contractor to the Owner.

27.4 Unless a written request to concur in the appointment of an Arbitrators shall have been given of these Conditions by either party before the Final Certificate has been issued or by the Contractor within 28 days after such issue. The said certificate shall be conclusive evidence in any proceedings arising out of this Contract (whether by Arbitration under of these Conditions or otherwise) that the works have been properly carried out and completed in accordance with the terms of this Contract and that any necessary effect has been given to all the terms of this Contract which require an adjustment to be made to the Contract Sum, except and in so far as any sum mentioned in the said certificate is erroneous by reason of:-

27.4. A) Fraud dishonesty or fraudulent concealment relating to the works or any part thereof, or to any matter dealt within the said Certificate; or

27.4 B) Any defect (including any omission) in the works, or any part thereof which reasonable inspection or examination at any reasonable time during the carrying out of the works or before the issue of the said Certificate would not have disclosed; or

27.4. C) Any accidental inclusion or exclusion of any work, materials, goods or figure in any computation or any arithmetical error in any computation.

27.5 Save as aforesaid no Certificate of the Architect shall of itself be conclusive evidence that any works materials or goods to which it relates are in accordance with Contract.

28 CLAIM FOR EXTRA

No extra item other than mentioned in Tender shall be executed by the contractor. In case if instructions are given by Indenting Office or Architect for executing extra item the same shall have to be intimated to GRIMCO. For these extra items rates will be asked by on line tendering which please be noted.

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Any extra items executed by yourselves shall be your personal responsibility and GRIMCO will not be liable to make any payment for the same.

29 DEDUCTION FOR UNCORRECTED WORK

If the Architect deems it inexpedient to correct work damaged or not done in accordance with the Contract, an equitable deduction from the Contract price shall be made therefore.

30 FLUCTUATIONS

The Contractor shall not claim any extras for fluctuation of price and the Contract Price shall not be subject to any rise or fall of prices.

31 UNFIXED GOODS AND MATERIALS

Unfixed materials and goods intended for delivered to and placed on or adjacent to the work shall not be removed except for use upon the work unless the Architect has consented in writing to such removal which consent shall not be unreasonably withheld. Where the value of any such materials or goods has in accordance of these Conditions been included in any Interim Certificate under the Contract for which the Contractor has received payment, such material and goods shall become the property of the Owner, The Contractor shall remain responsible for loss or damage to the same.

32 MATERIAL AND WORKMANSHIP

32.1 All materials and workmanship shall be as per the relevant code of I.S.I. Specification and of approved type and the Contractor shall immediately remove from the works any material and / or workmanship which in the opinion of the Architect are defective or unsuitable and shall substitute proper material and / or workmanship at his own cost. The Term approval used in connection with this Contract shall mean the approval of the Architect.

32.2 The Contractor shall if required submit satisfactory evidence as to the kind and quality of material.

32.3 Where special makes or brands are called for they are mentioned as a standard. Others of equal quality may be used provided approval is first obtained in writing from the Architect. Unless Substitution are requested no deviation from the Specification will be permitted failure to proposed the substitution of any article within 10 days after signing of

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the Contract will be deemed sufficient cause for denial of there quest for substitution.

32.4 The Contractor shall indicate and submit evidence in writing of those materials on articles called for in the Specifications that are not obtainable for installation in the work within the Time Limits of the Contract Failure to indicate the above, within 10 days after the signing of the Contract, will be deemed sufficient cause for the denial of request for the extension of the Contract time.

32.5 All material shall be delivered so as to insure a speedy and uninterrupted progress of the work such material shall be stored so as to cause no obstruction and so as to prevent overloading of any portion of the structure, and the Contractor shall be entirely responsible for damage or loss by weather or other cause.

32.6 Within 10 days after signing the Contract the Contractor shall submit for approval of the Architect a complete list of all material he and his Sub-Contractors propose to use in the work of definite brand or make which differ in any respect from those specified, also the particular brand of any article where more than one is specified as a standard. He shall also list items not specifically mentioned in the specifications but which are reasonably inferred and necessary for the completion of the work.

32.7 **Inspection:** All materials and workmanship shall be subject to inspection, examination, and test by the Architect at any and all times during manufacture and/ or interior work. The Architect shall have the right to reject defective material and workmanship or require its correction. Rejected workmanship shall be satisfactorily replaced with proper material without additional charge therefore and the Contractor shall promptly segregate and remove the rejected material from the Works. If the Contractor fails to proceed at once with the replacement of rejected materials and or the correction of defective workmanship, the Architect may be contract or otherwise replace such materials and/ or correct such workmanship and charge the cost thereof to the Contractor, or may terminate the right of the Contractor to proceed further with the work.

The Contractor shall furnish promptly without additional charge all reasonable facilities, labour and materials necessary for the safe and convenient inspection and test that maybe required by the Architect.

33 DEFECTS

33.1 The Contractor shall make good at his own cost and to the satisfaction of the Architect,

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all defects, shrinkage or small faults, arising in the opinion of the Architect from work or materials not being in accordance with the Drawings or Specifications or Schedule or Quantities or the Instructions of the Architect, which may appear within "Defects Liability Period" referred to in the appendix.

33.2 Such defects, specified shall upon directions in writing of the Architect, and within such reasonable time **as** shall be specified therein be amended and made good by the Contractor, at his own cost unless the Architect shall decide that he ought to be paid for such amending and making good and in case of default the Owner may employ and pay other Contractor to amend and make good such defects, shrinkage, settlements or other faults and all damages loss and expense consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss or expense shall be recoverable from him by the Owner or may be deducted by the Owner upon the Architect's certificate in writing from any amount due or may become due to the Contractor or the Owner may in lieu of such amending and making good by the Contractor deduct from any moneys due to the Contractor a sum amending and making good by the Contractor deduct from any moneys due to the Contractor a sum to be determined by the Architect as equivalent to the cost of amending such work and in the event of the Retention Amount being insufficient recover the balance from the Contractor together with any expenses the Owner may have incurred in connection therewith.

33.3 **Defect Liability Period:** shall be up to 12 (Twelve) Months period from the date of work completion. If any defects are noticed during this period, the Contractor shall make good all such defects at his own cost.

The successful bidder has to deposit total 5% of the contract value as security deposit. Earnest money, already submitted / deposited by them will be refunded to the contractor and they have to provide new DD / BG as Security Deposit in favor of GRIMCO. It has to be submitted within 10 days of award of contract. The same shall remain valid till the completion of contract including authorized extensions, if any.

List of Defects to be observed during Defect Liability Period.

- 1) Developing vertical cracks.
- 2) Developing horizontal cracks.
- 3) Stagnation of water in gutter due to improper bed level (invert level)

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- 4) Defects i.e. non satisfactory work in terms of this work contract.

*DEFECT LIABILITY PERIOD SHALL BE **12(Twelve) MONTHS**.

34 POSSESSION, COMPLETION AND POSTPONEMENT

34.1 On the date for commencement stated in these Conditions possession of the site shall be given to the Contractor who shall the upon begin the works and regularly and diligently proceed with the same, and who shall complete the same on or before the date for Completion stated in the said appendix subject nevertheless to the provisions for extension of time contained of these Conditions.

34.2 The Architect may issue instructions in regard to the postponement of any work to be executed under the provisions of this Contract.

- 35** If at any time or times before Virtual Completion of the work the Owner with the consent of the Contractor shall take possession of any part or parts of the same for handing over to the finishing Contractor or other agency, then notwithstanding anything expressed or implied elsewhere in this Contract:-

35.1 Such part or parts shall not be deemed to be virtually complete.

35.2 Virtual Completion of such part or parts would occur on the completion of the last part of the structure under this Contract.

35.3 The Contractor shall not claim that such part or parts are complete and request refund of payments in lieu thereof.

36 EXTENSION

Upon it becoming reasonably apparent that the progress of the Works is delayed, the Contractor shall forthwith give written notice of the cause of the delay to the Architect, and if in the opinion of the Architect/GRIMCO, the completion of the Work is likely to be or has been delayed beyond that date for completion stated in the appendix to these Conditions or beyond any extended time previously fixed under this clause.

36.1 By force majeure. Or

36.2 By reason of any exceptionally inclement weather. Or

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- 36.3 By reason of loss or damage occasioned by any one or more of the contingencies referred to these Conditions. Or
- 36.4 By reason of civil commotion, local combination of workmen strike or lockout affecting any of the trades employed upon the works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the work. Or
- 36.5 By reason of Architect's instructions issued of these Conditions. Or
- 36.6 By reason of the Contractor not having received in due time necessary instructions, drawings, details or levels from the Architect for which he specifically applied in writing on a date which having regard to the date for completion stated in the appendix to these Conditions or to any extension of time then fixed under this clause was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same. Or
- 36.7 By delay on the part of nominated Sub-Contractors or Nominated Bidders which the Contractor has taken all practicable steps to avoid or reduce. Or
- 36.8 By delay on the part of artists, tradesmen or other engaged by the Owner in executing work not forming part of this Contract. Or
- 36.9 By reason of the opening up for inspection of any work engaged by the testing of an of the work, materials or goods in accordance of these Conditions (including making good in consequence of such opening up or testing) unless the inspection of test showed that the work materials or goods were not in accordance with this Contract. Or
- 36.10 By reason of the Contractor's inability for reason beyond his control and which he could not reasonably have foreseen at the date of this Contract to secure such labour goods or materials as are essential to the proper carrying out of the works.

37 DAMAGES FOR NON-COMPLETION

If the Contractor fails to complete the works by the date specified in these Conditions or within any extended time fixed under clause 38 of these Conditions and the Architect certifies in writing that in his opinion the same ought reasonably so to have been completed, the Contractor shall pay or allow to the owner a sum calculated at the rate stated in the appendix as agreed

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Liquidated Damages for the period during which the said work shall so remain or have remained incomplete, the Owner may deduct such damages from any monies otherwise payable to the Contractor under this Contract.

38 VIRTUAL COMPLETION AND DEFECTS LIABILITY PERIOD

38.1 When in the opinion of the Architect the Works are practically completed, he shall forthwith issue a certificate to that effect and Virtual Completion of the Works shall be deemed for all the purpose of this Contract to have taken place on the day named in such certificate.

38.2 Any defects shrinkage or other faults which shall appear within the "Defects Liability Period" stated in the appendix to these Conditions and which are due to materials and workmanship not in accordance with this Contract shall be specified by the Architect in a Schedule of Defects which he shall deliver to the Contractor not later than 14 days after expiration of the said Defects Liability Period and within a reasonable time after receipt of such Schedule the Defects, Shrinkage and other faults therein specified shall be made good by the Contractor and (unless the Architect shall otherwise instruct in which case the contract Sum shall be adjusted accordingly) entirely at his own cost.

38.3 Notwithstanding of this Conditions the Architect may whenever he considers it necessary so to do, issue instructions requiring any defect, shrinkage or other fault which shall appear within the Defects Liability Period named in the appendix to these Conditions and which is due to materials and workmanship not in accordance with this Contract to be made good and the Contractor shall within a reasonable time after receipt of such instructions comply with the same (and unless the Architect shall otherwise instruct in which case the Contract Sum shall be adjusted accordingly) entirely at his own cost. Provided that no such instruction shall issued after 14 days from the expiration of the said Defects Liability Period.

38.4 When in the opinion of the Architect any defects shrinkage or other defaults which he may have required to be made good under sub-clause of this condition shall have been made good he shall issue a certificate to that effect, and completion of making good defects shall be deemed for all the purposes of this Contract to have taken place on the day named in such certificates.

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38.5 In no case shall the Contractor be required to make good at his own cost any damage which may appear after Virtual Completion of the work, unless the Architect of the Works.

39 LOSS AND EXPENSE CAUSED BY DISTURBANCE OF REGULAR PROGRESS OF THE WORKS

39.1 If upon written application being made to him by the Contractor or the Architect is of the opinion that the Contractor has been involved indirect loss and / or expenses for which he would not be reimbursed by a payment made under any other provision in this Contract by reason of the regular progress of the works or of any part thereof having been materially affected.

39.1.A) The Contractor not having received in due time necessary instructions, Drawings details or Levels from the Architect for which he specifically applied in writing on a date which having regard to the date of completion stated in the appendix to these Conditions was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same; or

39.1.B) The opening up for inspection of any work covered up or the testing of any work material or goods in accordance of these Conditions (including making good in consequence of such opening up or testing) unless the inspection or test showed that the work materials or goods were not in accordance with this Contract; or

39.1.C) Any discrepancy or divergence between the Contract Drawings and/or the Contract Bills, or

39.1.D) Delay on the part of the Artists Tradesmen or others engaged by the Owner in executing work not forming part of this Contract; or

39.1.E) Architect's instructions issued in regard to the postponement of any work to be executed under the provisions of this Contract; and if the written application is made within a reasonable time of it becoming apparent that the progress of the work or of any part thereof has been affected as aforesaid.

Then the Architect shall ascertain the amount of such loss and / or expense. Any amount from time to time so ascertained shall be added to the amount, which would otherwise be stated as due in such certificate. The provisions of these Conditions are without prejudice to any other rights and remedies, which the Contractor may possess.

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40 PAYMENTS WITHHELD

The Architect may withhold or on account of subsequently discovered evidence nullify the whole or a part of any certificate to such extent as may be necessary in his reasonable opinion to protect the Owner from loss on account of:

40.1 Defective work not remedied.

40.2 Failure of the Contractor to make payments properly to Sub-Contractor or for materials or labour / GOVT Authorities.

40.3 A reasonable doubt that the Contract can be completed for the balance then unpaid.

40.4 Damage to another Contractor or Sub-Contractor.

40.5 Claims filed on reasonable evidence indicating probable filing of claims.

40.6 When the above grounds are removed payment shall be made for amounts withheld because of them.

41 INJURY TO PERSONS AND PROPERTY OWNER

The Contractor shall be responsible for the safety of persons employed by him on the works and shall report serious accidents to any of them,

42 CONTRACTOR'S LIABILITY AND INSURANCE

From commencement to completion of works, the Contractor shall take full responsibility for the care of the work and for taking precautions to prevent loss or damage to the work to the maximum extent possible and shall be liable for any damage or loss that may arise to the works or any part thereof from any cause whatsoever including causes of fire, lightning, explosion, fire, earthquake, storm, hurricane, floods, inundation, subsidence, landslides, rockslides, riots(excluding civil war, rebellion, revolution and insurrection) or any latent defect or damage and shall at his own cost repair and make good the same so that at all times the work shall be in good order and condition and in conformity in every respect with the requirements of the Contract. Explanation: For the purpose of this condition, the expression "from commencement to completion of works" shall mean the period starting with the date of issue of the work order or date of handing over of site whichever is later and ending with issue of Completion Certificate. For the purpose of this Insurance clause only, handing over of site shall also include any handing over of space to the Contractor for the purpose of storage of materials and equipment.

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42 INSURANCE OF THE WORKS AGAINST FIRE ETC.

The Contractor shall at the time of signing the Contract, Insure the works and keep them Insured until the virtual completion of the contract, against losses or damages by fire, as approved by the Architect, in the joint names of the Client and the Contractor (the name of the former being placed first in the policy) for the full amount of the contract and for any further sum being allowed to the Contractor as an authorized extra. Such policy shall cover the property or the Client only, fees for assessing the claim and in connection with his services generally therein and shall not cover any property of the contractor. The contractor shall deposit the policy and receipts for the premiums of the same with the Architect within Ten days of the signing the contract or on receipt of the Work order, whichever is earlier unless otherwise instructed by the Architect. In default of the contractor insuring as provided above, the Client or the Architect on his behalf may so issue any may deduct the premium paid for any money due to the contractor. The contractor shall as soon as the claim under the policy is settled, or the work reinstated by the insurance office, should they elect to do so, proceed with all due diligence with the completion or the work in the same manner as though the fire had not occurred and in all respects under the same conditions of the contract. The contractor shall be entitled to such extension of the time for completion as the Architect deems fit.

43 DETERMINATION BY THE OWNER

43.1 **Default** : If the Contractor shall make default in any one or more of the following respects, that is to say :

43.1.A) If he without reasonable cause wholly suspends the carrying out of the works before completion thereof, or

43.1.B) If he fails to proceeds regularly neglects to comply with the works, or

43.1.C) If he refuses or persistently neglects to comply with a written notice from the Architect requiring him to remove defective work or improper materials or good sand by such refusal or neglect the work is materially affected, or Then the Architect may give him the notice by registered post or recorded delivery specifying the default, and if the Contractor either shall continue such a default for 14 days after receipt of such a notice and shall at any time there after repeat such a default(whether pervasively repeated or

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not). Then the Owner without prejudice to any other rights or remedies may within 10 days after such continuance or repetition of notice by registered post or recorded delivery forth with determine the employment of the Contractor under this Contract, provided that such notice shall not be given unreasonably or vexatiously.

43.2 Bankruptcy of Contractor : In the event of the Contractor becoming bankrupt or making a composition or arrangement with his creditors or being a company having a winding up order made or (except for purposes of reinterior work) a resolution for voluntary winding up passed or a receiver or manager of his business or under taking duly appointed or possession taken. By or on behalf the holders of any debentures secured by a floating charge, of any property comprised in or subject to the floating charge, the employment of the Contractor under this Contract shall be forth with automatically determined but the said employment may be reinstated and continued if the Owner and the Contractor, his trustee in bankruptcy, liquidator, receiver or manager as the case may be shall so agree.

43.3 The Owner shall be entitled to determine the employment of the Contractor under this Contract. If the Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this Contract with the Owner, or for showing or forbearing to show favour of disfavor to any person in relation to this Contract or any other Contract with the Owner, or if the like acts shall have been done by any person employed by the Contractor or acting on his behalf (whether with or without the knowledge of the Contractor), or if in relation to this Contract or any other Contract with the Owner the Contractor or any person employed by him or acting on his behalf shall have committed any offence under the prevention of corruption act, or shall have given any fee or reward the receipt of which is an offence under the Local Government Act.

43.4 In the event of the employment of the Contractor being determined as aforesaid and so long as it has not been reinstated and continued, the following shall be the respective rights and duties of the Owner and Contractor.

48.4.A) The Owner may employ and pay other persons to carry out and complete the works and he or they may enter upon the Works and use all temporary buildings,

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plant, machinery, appliances, goods and materials intended for, delivered to and placed on or adjacent to the works and may purchase all materials and goods necessary for the carrying out and completion of the works.

43.4.B) The Contractor shall if so required by the Owner or Architect within 14 days of the date of determination assign to the Owner without payment the benefit of any Agreement for the supply of materials or goods and/ or for the execution of any works for the purposes of this Contract but on the terms that a Bidder or Sub-Contractor shall be entitled to make any reasonable objection to any further assignment thereof by the Owner. In any case the Owner may pay any Bidder or Sub- Contractor for any materials or goods delivered or Works executed for the purpose of the Contract (whether before or after the date of determination), in so far as the price thereof has not already been paid by the Contractor. The Owner's rights under this paragraph are in addition to his rights to pay nominated Sub-Contractor as provided in clause 26(2) and payments made under this paragraph may be deducted from any sum due or to become due to the Contractor.

43.4.C) The Contractor shall be as and when required in writing by the Architect so to do (but not before) remove from the Works any temporary buildings, plant, tools, equipment, goods and materials belonging to or hired by him. If within a reasonable time after any such requirements has been made the Contractor, has not complied therewith then the owner may (but without being responsible for any loss or damages) remove and sell any such property of the Contractor, holding the proceeds less all costs incurred to the credit of the Contractor.

43.4.D) The Contractor shall allow or pay to the Owner in the manner hereinafter appearing the amount of any direct loss and/or damage caused to the Owner by the determination. Until after completion of the Works under paragraph (a) of this Sub-Clauses the Owner shall not be bound by any provisions of this Contract to make any further payment to the Contractor, but upon such completion and the verification within a reasonable time of the accounts therefore the Architect shall certify the amount of expense properly incurred by the Owner and the amount of any direct loss and / or damage caused to the Owner by the determination and if such amounts when added to the monies paid to the Contractor before the date of determination exceed the total amount which would have been payable on due

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completion in accordance with this Contract, the difference shall be a debt payable to the Owner by the Contractor, and if the said amounts, when added to the said monies be less than the said total amounts, the difference shall be payable by the Owner to the Contractor.

44 DETERMINATION BY THE CONTRACTOR

44.1 Without prejudice to any other rights and remedies which the Contractor may possess, if

44.1.A) The owner does not pay to the Contractor the amount due on any certificate Within the period for Honoring Certificates named in the appendix to these Conditions and continues such default for seven days after receipt by registered post or recorded delivery or a notice from the Contractor stating that notice of determination under this condition will be served if payment is not made within seven days from receipt thereof : Or

44.1.B) The Owner interferes with or obstructs the issue of any certificate due under this Contract : Or

44.1.C) The carrying out of the whole or substantially the whole of the uncompleted works (other than the execution of work required of these Conditions is suspended for a continuous period of the length by reason of:

- I. Force majeure, Or
- II. Loss or damage occasioned by any one or more of the contingencies referred to in clause.
- III. Civil commotion, Or
- IV. Architect's instructions issued of these Conditions Or
- V. The Contractor not having received in due time necessary instructions drawings, details or levels from the Architect for which he specifically applied in writing on a date which having regard to the date of completion stated in the appendix to these Condition Or any extension of time then fixed under clause 40 of these Conditions was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same, Or

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- VI. Delay on the part of Artists, Tradesmen or others engaged by the Owner in executing work not forming part of which Contract, Or
- VII. The opening up for inspection of any work covered up or of the testing of any of the work materials or goods in accordance with clause 36(7) of these Conditions (including making good in consequence of such opening up or testing) unless the inspection or test showed that the work materials or goods were not in accordance with this Contract. Then Contractor may thereupon by notice by registered post or recorded delivery to the Owner or Architect forthwith determine the employment of the Contractor under this Contract; provided to such notice shall not be given unreasonable or veraciously.

44.2 Upon such determination, then without prejudice to the accrued rights or remedies of either party or to any liability of the classes mentioned in clause 43 of these Conditions which may accrue either before the Contractor or any Sub- Contractors shall have removed his or their temporary buildings, plant, machinery, appliances, goods or materials or by reason of his or their so removing the same, the respective rights and liabilities of the Contractor and the Owner shall be as follows that is to say:

44.2.A) The Contractor shall with all reasonable dispatch and in such manner and with such precautions as will prevent injury, death or damage of the classes in respect for which before the date of determination he was liable to indemnify the Owner under clause 42 of these Conditions remove from site all his temporary buildings, plant, machinery, appliances, goods and materials and shall give facilities for his Sub- Contractors to do the same but subject always to the provisions of Sub-paragraph(III) of paragraph(b) of this Sub-clause.

44.2.B) After taking in to account amounts previously paid under this Contract the Contractor shall be paid by the Owner:

- I. The total value of the works completed at the date of determination.
- II. The total value of work begun and executed but not completed at the date of determination the value being ascertained mutates in accordance with clause 30(4) of these Conditions.
- III. The cost of materials or goods properly ordered for the works for which the

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Contractor shall have paid or of which the Contractor is legally bound to pay, and on such payment by the Owner materials or goods so paid for shall become the property of the owner.

- IV. The reasonable cost of the removal under paragraph (a) of this Sub-Clause.
- V. Any direct loss and/or damage caused to the Contractor by the determination.

Provided that in addition to all other remedies the Contractor upon such determination may take possession of and shall have a lien upon all unfixed materials which may have become the property of the Owner under clause 32 until payment of all monies due to the Contractor from the Owner.

45 CO-ORDINATION OF WORK

At the commencement of work, and from time to time, the Contractor shall confer with the Sub-Contractors, persons, engaged on separate contracts in connection with the work, and with the Architect for the purpose of the co-ordination and execution of the various phases of the work.

The Contractor shall ascertain the Sub- Contractors, persons engaged on separate contracts in connection with the Works, the extent of all chasing, cutting and forming of all openings, holes, grooves, etc. as may be required to accommodate the various services, the Contractor shall ascertain the routes of all services and the positions of all floor outlets, traps, etc. in connection with the installation of plant and services and arrange for the Interior work of work accordingly. The breaking and cutting of completed work must be avoided.

46 LABOUR

The Contractor shall employ no child labour under 18 years of age on the work. If female labour is engaged the Contractor shall make necessary provision for safeguarding small children and keeping them clear of the site of operations. No laborer shall reside within the compound except authorized guards.

47 PROTECTIONS OF TRESS ANDS HRUBS

Trees and Shrubs designated by the Architect shall be protected from damage during the course of the work and the earth level shall not be changed within Five feet of such tree. Where

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necessary such trees and shrubs shall be protected by means of temporary fencing.

48 GUARANTEE

48.1 Besides guarantees required elsewhere, the Contractor shall guarantee the work in general for one year as noted under clause of the Conditions.

48.2 All required guarantees should be submitted to the Architect by the Contractor when requesting certification of accounts for payment by the Owner.

49 ANTIQUITIES

49.1 All fossils antiquates and other objects of interest or value which may be found on the site or in excavating the same during the progress of the work shall become the property of the Owner. The Contractor shall carefully take out and preserve all such objects and shall immediately or as soon as conveniently may be after the discovery of such articles deliver the same into the possession of the Architect or of the Clerk of Works un cleaned and as excavated.

49.2 If in the opinion of the Architect compliance with the Provisions of the preceding Sub-Clause has involved the Contractor in direct loss and/ or expense for which he would not be reimbursed by a payment made under any other provision in this Contract then the Architect shall ascertain the amount of such loss and / or expense, any amount from time to time so ascertained shall be added to the Contract Sum, and if an Interim Certificate is issued after the date of ascertainment any such amount shall be added to the amount which would otherwise be stated as due in such certificates.

50 EXCEPTED MATTERS

The decision, opinion, direction, certificate (except for payment) with respect to all or any of the matters under clauses 5,9,19,25,26,36,40 (1, 2, 4, 7 and 8) and 48 hereof (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, certificate or valuation of the Architect or any refusal of the Architect to give any of the same shall be subject to any right of Arbitration and review in the same way in all respect (including the provisions as to opening the reference) as if it were a decision of the Architect under the following clause.

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51 ARBITRATOR

All dispute and difference of any kind whatever arising out of or in connection with the Contractor the carrying out of the work (whether during the progress of the works or after their completion and whether before or after the determination. Abandonment or breach of the Contract) shall be referred to and settled by the Managing Director (GRIMCO) who shall state his decision in writing on the basis of inputs, certificates, representation given by the Architect. **The decision of the Managing Director (GRIMCO) with respect of any of the excepted matters shall be final and without appeal.** But if either the Owner or the Contractor be dissatisfied with the decision of the Managing Director (GRIMCO) on any matter, question or dispute of any kind (except any of the excepted matters) then in such case either party (the Owner or the Contractor) may within 28 days after receiving notice of such decision give a written notice to the other party through the GRIMCO requiring that such matters in dispute be Arbitrated upon. Such written notice shall specify the matters which are in dispute or difference of which such written notice has been given and no other shall be and is hereby referred to the Arbitration and final decision of a single Arbitrator being a Fellow of the Indian Institute or Architects to be agreed upon and appointed by both the parties or in case of disagreement as to the appointment of a single Arbitrator to the Arbitration of to Arbitrators both being Fellows of the Indian Institute of Architects one to be appointed by each party, which Arbitrators shall before taking upon themselves the burden of reference appoint an Umpire.

The Arbitrator, the Arbitrators or the Umpire as the case may be shall have power to open up review and revise any certificate, opinion, decision, requisition or notice save in regard to the excepted matter referred to in clause 55 and to determine all matters in dispute which shall be submitted to him or them and of which notice shall have been given as aforesaid.

Upon every or any such reference the cost of and incidental to the reference and Award respectively shall be in the direction of the Arbitrator or Arbitrators or the Umpire as the case may be who may determine the amount thereof or direct the same to be taxed as between Attorney sand Client or as between party and party and shall direct by whom and to whom and in what manner the same shall be bone and paid. This submission shall be deemed to be a submission to Arbitration within the meaning of the Indian Arbitration Act 1899 or any modification thereof for the time being in force. The Award of the Arbitrator or Arbitrators or the Umpire as the case may be shall be final binding on the parties. Such reference except as to the withholding by the Architect of any Certificates under clause 49 to which the Contractor claims

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to be entitled shall not be opened or entered upon until after the completion or alleged completion of the works or until after the practical cessation of the works arising from any cause unless with the written consent of the Owner and the Contractor. Provided always that the Owner shall not withhold the payment of an Interim Certificate nor the Contractor except with the consent in writing of the Architect in anyway delay the carrying out of the works by reason of any such matters, question or dispute being referred to Arbitration but shall proceed with the work with all due diligence and shall, until the decision of the Arbitrator or Arbitrators or the Umpire as the case may be, given abide by the decision of the Architect and no Award of the Arbitrator or the Arbitrators or the Umpire as the case may be shall relieve the Contractor of his obligations to adhere strictly to the Architects instructions with regard to the actual carrying out of the works. The Owner and the Contractor here by also agree that Arbitration under this clause shall be a condition precedent to any right of action under the Contract.

In all the cases of dispute, the jurisdiction shall be of Gandhinagar, only.

52 PROTECTION AND CLEANING

52.1 The Contractor shall protect and preserve the work from all damage or accident provision and temporary roof, window and door coverings, boxing or other interior work as required by the Architect. This protection shall be provided for all property adjacent to the site as well as on the site.

52.2 The Contractor shall properly clean the work as it progresses and shall remove all rubbish and debris from the site from time to time as is necessary and as directed. On completion the Contractor shall ensure that the premises and /or site are cleaned surplus materials debris, sheds etc. removed, areas under floors cleared or rubbish gutters and drains cleared, doors and sashes eased, locks and fastenings oiled, keys clearly labeled and handed to the clerk of works so that the whole is left fit for immediate occupation or use and to the satisfaction of the Architect.

52.2.1.1 From the commencement to the completion of the works the contractor shall take full responsibility for the care thereof and of all temporary works and in case any damage loss or injury shall happen to the works or to any part there of or to any temporary works from any cause whatsoever(save and except the 'Force Majeure' conditions as defined hereinafter) 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

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every respect with the requirements of the contract and the Engineer's instructions. In the event of any such damage loss or injury happening from any of the 'Force Majeure' conditions the contractor shall and to the extent required by the Engineer and subject always to the provisions made hereof, repair and make good the same as aforesaid at the cost of owner but at the schedule rates of the contract for the similar items of work. If similar items are not available from the schedule of items of the contract then the rates shall be arrived as per the provision under respective clauses hereinafter specified. The contractor shall also be liable for 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 as provided for in the contract.

53 TOLERANCE :

The Contractor shall exercise every care to ensure that all structural members are sufficiently plumb and true to dimensions called for on the drawings to receive prefabricated finishing elements such as doors, windows, cabinet work, ceramic work, concrete, tiles etc. Any variations may required certification in the structural members or may involved remaking or replacing the finishing elements, fabricated to fit in to the openings or spaces, as called for on the Drawings.

In case of separate Contract, the Contractor whose work does not conform to dimensions called for, shall be liable for all the expenses which may have to be incurred for rectification or replacement as may be required by the Architect for the proper installation of the finishing elements. The Architect's decision in this respect shall be final and binding on the parties concerned.

54 MOBILIZATION ADVANCE: No mobilization advance will be given.

55 ACTION WHEN THE PROGRESS OF ANY PARTICULAR WORK IS UNSATISFACTORY

If the progress of any particular portion of the work is unsatisfactory The Client /Architect, Shall not withstanding that the general progress of the Work is in accordance with the conditions mentioned in contract documents after giving the contractor 10 days notice in writing. The contractor will have no claim for compensation for any loss sustained by him owing to such action. The Client/Architect has the full right to rescind the contractor if the progress of work is

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not satisfactory as per scheduled bar chart for progress of work. The Client /Architect is empowered to do the aforesaid even after one time intimation to the contractor regarding progress of work. The Contract may rescind if progress is found unsatisfactory even after one or maximum two written warnings. The decision of the Client/Architect will be final and a bidding to the contractor.

56 EXTENSION OF TIME :

If the contractor shall desire an extension of the time for completion of work on the ground of is having been unavoidably hindered in its execution or on any other ground he shall apply in writing to the Client /Architect, before the expiration of the period stipulated in the tender or before the expiration of 30 days from the date on which he was hindered as aforesaid or on which the cause for asking for extension occurred whichever ever earlier ever and The Client / Architect, may with prior approval of the authority component to accept the tender if in his opinion, there are reasonable ground for granting an extension. Grant such extension as he thinks necessary or proper. The decision of The Client / Architect, in this matter shall be final.

57 FINAL CERTIFICATE :

On the completion of the work the contractor shall be furnished with a certificate by the Client / Architect of such completion, but no such certificate Shall be given nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall have been executed, all scaffolding, surplus materials and rubbish, and shall have cleaned off, the dirt from all wood work, doors windows walls floors or other parts of any building in or upon which the work has been executed, or of which he may have until the work shall have been measured by the Authority or where the measurements have been taken by his subordinates until they have possession for the purpose of executing the works, not until the work shall have been measured to the authority or where the measurement have been taken by his sub-ordinates until they have received the approval of the Authority the said measurements being binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of his clause as to the removal of scaffolding surplus material sand rubbish and cleaning of the dirt on or before the date fixed for the completion of the work the Authority may at the expense of the contractor remove such scaffolding, surplus material sand rubble and dispose off the same as he thinks fit and clean off such dirt as aforesaid and the contractor shall forthwith pay the amount of all expenses so incurred, but shall have no claim in respect of any

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such scaffolding or surplus materials as except for any sum actually realized by the sale thereof.

58 WORK TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWINGS ETC.

The contractor shall execute the whole and every part of the work in the most Substantial and workman like manner and both as regards materials and in every other respect in strict accordance with specifications. The contractor shall also conform exactly, fully and faithfully to the designs drawing and instructions in writing relating to the work signed by the Authority and lodged in his office and to which the contractor shall be entitled to have access for the purpose of inspection at such office, or on the site of the work during office hours. The contractor will be entitled to receive Five sets of contract drawings and working drawings as well as one certified copy of the accepted tender along with the work order free of cost. Further copies of the contract drawings and working drawings if required by him, shall be supplied at the rate of Rs. 300/- per set of contract drawings and Rs. 150/- per working drawings except where otherwise specified. If work is found to deviate from the specifications or conditions mentioned in the tender, The Client/Architect can rescind the contractor, without giving any explanation to the contractor on the short notice of 7(Seven days)to the contractor.

59 ALTERATION IN SPECIFICATION SAND DESIGNS NOT TO INVALIDATE :

64.1 The Authority shall have Power to make any alterations in or additions to the Original specifications drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by the Authority-in-charge and such alteration shall not invalidate the contract, and any additional work , which the contractor may be directed to do in the manner above, specified as part of the work shall be carried out by the contractor on the same condition in all respects on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work and if the additional and altered work includes any class of work for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in the schedule of rates or at the rates mutually agreed up on between the Authority and the contractor whichever, are lower. If the additional or altered work For which no rate is entered in the schedule of rates, is ordered to be carried out before the rates are agreed upon the contractor shall within seven days of the date of receipt by him of the order to carry out the work inform the Authority of the rate which it is his intention to charge for

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such class of work and if the Authority of the rate which it is his intention to charge for such class of work and if the Authority does not agree to this rate he shall give notice in writing and be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable provided always that if the contractor shall commence work or incur any expenditure in regard there to before the rates shall have been determined as lastly herein before the mentioned, then in such case he shall only be entitled to be paid in respect of the work carried to or expenditure incurred by him prior to date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Authority. In the event of accordance dispute, the decision of The Client /Architect of the Department will be final. Where, however, the work is to be executed according to the designs drawings and specifications recommended by the contractor and accepted by the competent authority the alterations above referred to shall be within the scope of such designs, drawings and specifications appended to the tender. The time limit for the completion of the work shall be extended in the proportion that the increase in its cost occasioned by alterations or additions bears to the cost of the original contract work and the certificate of the Authority as to such proportion shall be conclusive. If any deviation is found in the in the work on site, the Architect has the right to terminate the contract.

60 NO CLAIM FOR ESCALATION :

The contractor shall not be entitled to claim any compensation from GRIMCO, Gandhinagar for the loss suffered by contractor on account of delay by GRIMCO, Gandhinagar. The contractor will no claim in any circumstances for any escalation. Rates quoted will stand from the date of work order received till the completion of the final completion of the work. Even in case of extra items the basic rates considered for will be taken into account for rate analysis.

61 ACTION & COMPENSATION PAYABLE IN CASE OF BAD WORK :

If any time before the security deposit or any part thereof is refunded or any part thereof is refunded to the contractor it shall appear to the Authority or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for, or are otherwise not in accordance with contract it shall be lawful for the Authority to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained

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of may have been in advertently passed, certified and paid for, the contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require of if so required, shall remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost, and in the event of his failing to do so within a period to be specified by the Authority in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of 1% on the amount of the estimate for every day not exceeding 10 days during which the failure so continues and in the case of any such failure the Authority may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor should the Authority consider that any such inferior work or materials as described above may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore. If the quality of work is found unsatisfactory the Authority has full right to rescind the contractor on a short notice, without giving any much explanation. (max a single warning will be given) His decision will be final and a binding to the contractor.

62 WORKS IS TO BE OPEN TO INSPECTION :

All works or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Authority and his subordinates and the contractor shall at all time during the usual working hours, and at all other times at which reasonable notice of the intention of the Authority or his subordinate to visit the work shall have been given to the contractor, either himself be present to receive orders and instructions or have accordance responsible agent duly authorized in writing, present for that purpose. Orders given to the contractor's duly authorized agent shall be considered to have the same force and effect as if they had been given to the contractor himself.

63 NOTICE TO BE GIVEN BEFORE WORK IS COVERD UP :

The contractor shall give not less than five days notice in writing to the Authority or his Sub ordinate in charge of the work before converting up or otherwise placing beyond the reach of measurements any work in order that the same may be measured and correct dimensions there of taken before the same is so covered up or placed beyond the reach of measurement any work without the consent in writing of the Authority or his subordinate in charge of the work, and if any work shall be covered up or placed beyond the reach of measurements without such

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notice having been given or consent obtained the same shall be uncovered at the contractor's expenses and in default thereof no payment or allowance shall be made for work or for the materials with which the same was executed.

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Special Conditions of Contract

1 The tenderer shall **read carefully** the entire Tender Document before submission Tender. He shall seek clarifications, if any, regarding Contract Conditions, Specifications, Schedules, and Drawings etc. from the Architect before submission of Tender.

1.1 The Tenderer shall **visit the site of work** and get acquainted himself with the site conditions, availability of material, labour, water, power etc. before submitting the Tender. The site information produced here-in-before may not be exact. No variation in rates or claim etc., on any ground, will be allowed once the tender is submitted.

1.2 Any accident due to use of poor quality materials will be your personal responsibility.

1.3 The selected bidder will provide two skilled man power throughout the contract period to assist client departments officers to shift the files / cleaning / any other specific work as may be directed by EIC.

1.4 The Tenderer shall study carefully the **BOQ** Specifications. These Specification shаве been prepared to give only the guidelines. The Tenderer shall include, while quoting, all such items required to complete the work as per the standard engineering practice and as per relevant Indian Standard Code of practice.

1.5 The Tenderer shall study the **tender drawings** and the project information. These drawings and the project information in brief are meant only to give the general guidelines to the Tenderer about the project and are not for execution. These drawings may undergo a complete change. The Contractor shall make his own arrangements to unload, transport and stack the material in his go-down at his own cost. He shall take the material in to his safe custody only after inspection and verification of the quality and the quantity of the material received by the Architect. The Contractor shall make his own independent arrangement to procure all other materials required to complete the work.

1.6 **In the Items where the only Quote rates are asked contractor shall be binded to execute the item of any quantum of quantity. No extra rate will be paid to contractor. GRIMCO management decision with consultation of Architect will be final in these regard.** The rates quoted in the Tender shall be inclusive of all taxes except GST.

The base rate shall include the following, unless mentioned otherwise in the individual items:

- a) Cost of all materials and labour.
- b) For a percentage rate tender, L-1 will be calculated based on the overall percentage quoted on the total basic amount.
- c) The L-1 will be calculated over the total of basic amount.

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- d) Transportation, storage and testing of materials.
- e) GST to be Paid extra as per applicable rates.
- f) Water and electricity charges as applicable.
- g) Conveyance of contractor's site labour and staff.
- h) Cost of breakage and wastage.
- i) S Plant, machinery, tools and tackles required for execution of work including cost of transportation and maintenance thereof.
- j) Cost of labour license, provident fund, ESI or workmen's compensation policy insurance.
- k) Supervision of work.
- l) Preparation of shop drawings, as-built drawings and bar bending schedules.
- m) Clearing of site, making access up to place of work and setting outwork.
- n) Erecting and subsequently removing temporary site facilities like site office, material storage go-downs, water storage facilities, and hutment for workers, lighting and other site facilities.
- o) Providing and subsequently removing centering, shuttering, shoring, strutting, scaffolding, staging, planking, timbering, fencing (temporary wherever directed) etc.
- p) Providing safety & security for the executed works, contractors own Interior Work equipment, machinery & tools, Interior Work materials etc. Barricading of any type of material for the the external periphery of the building to isolate the interiors of the building from deterioration during execution of interior works. The rate shall be inclusive of providing and fixing necessary fixtures for anchorage and for all heights, all levels and for all floors.
- q) Providing safety for Contractor's own labour and staff against risk of accidents.
- r) Providing facilities for measurement and inspection by the Owner/ Architect at any time.

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- s) Compensation for injury to life and damage to property including building, if caused during progress of work.
- t) Restoring of water supply connections, sewage and sewerage connection telephone lines, electrical cables gardens, lawns or any underground or over ground work, if damaged during execution of work, without any extra cost to the owner.
- u) Clearing the site on completion of work as directed by the Owner and/ or the Architect.
- v) Any other incidental cost, overheads and profits.

1.7 The rates quoted shall remain firm, for all works done under this Contract, irrespective of any rise in cost of materials, labour, taxes and without any reference to the quantity or the location of work, till the completion of the project. **Escalation clause will not be applicable to all items mentioned in Tender including extra items.**

1.8 The Tenderer shall also take into consideration while quoting the approved makes / brands of various materials.

1.9 The Contractor shall comply with all the **statutory requirements** like Labour License, Provident Fund, ESI or Workmen's Compensation Policy, minimum wages, labour welfare etc. as applicable. The Contractor shall not employ any child labour less than 18 years of age.

The Contractor shall pay and indemnify the Owner against all the liabilities arising out of non-compliance of statutory requirements.

1.10 The Contractor shall completely indemnify the Owner against all the claims, suits, and obligations by insuring at his own cost all the labour and staff who will be working on the project under the **workmen's compensation act**. He shall submit a copy of the policy document to the Owner before start of work.

1.11 **Completion Period:** The entire work as described under the scope of work is to be completed within a period as per NIT from the date of issue of Letter of Intent by the Owner.

1.12 **The bill of quantities** enclosed is provisional and approximate and liable to change. The Architect and the Owner reserve the right to delete or add any item/ portion of work during the progress of work. Payments shall be effected to the Contractor only on actual quantities of work done at site at the accepted rates.

The Contractor must check the quantities from the drawings before ordering any material. The Contractor shall be responsible for any variation in quantity of materials ordered by him.

The Contractor shall not be entitled to any compensation on the grounds of variation in quantity,

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1.13 Billing Method: The contractor has to raise his R.A. bill periodically & no R.A. bills will be amounting less than Rs. 53.50 Lacs (with GST). The Contractor may submit running bills and one final bill as the work progresses. He shall submit his final bill only on completion of work. The Contractor shall submit his running bills in duplicate to the Architect for his Scrutiny. With every running bill, the following documents shall be closed.

- a) Measurement and abstract sheets duly certified by Architect / Owner's representative at site.
- b) A set of photographs showing the stage of work at the time.
- c) Covering letter giving noteworthy points, which will help the Architect in checking the bill.

The Contractor shall note that in absence of any of the above documents the Architect may refuse to process the bill and the Contractor will be wholly responsible for the delay in getting the payment.

1.14 Period of Honoring Interim Certificate : The Architect shall check and certify the running bills within 07 (seven) working days and the final bill within 15 working days from the date of receipt of such bills and forward the same to the Client for payment.

1.15 Retention Amount: From every running bill of the Contractor, the Client shall retain with him 2.5 % of billed amount as retention amount. Retention amount will not carry any interest. The retention amount so collected will be returned to the Contractor only after the defect liability period. If any repair work is to be carried out during this defect liability period the expenses of the same will be adjusted against retention money and if these expenses is in excess of retention money than such extra expenses will be borne by Contractor.

1.16 Defect Liability Period shall be up to 12 months period from the date of virtual completion. If any defects are noticed during this period, the Contractor shall make good all such defects at his own cost.

1.17 The Contractor shall note the Income Tax will be deducted at source (**TDS**), from every payment made to him, as per the rules and regulations of the Income Tax Department. A certificate to that effect will be issued to the Contractor.

1.18 The contractor has to make his own arrangements of water and electricity for the Purpose of interior work.

1.19 Electrical power cannot be made available at site. The Contractor will have to make his own arrangements for electrical power at site or has to pay extra to owner for the \ units consumed. He will also have to make arrangements for lighting during night. The Contractor will have to arrange for procurement and maintenance of diesel generating sets, distribution board, switch fuse units, cabling, wiring, light fittings etc. as may be required. Actual consumption of

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Electricity & Water charges will be recovered from running bill / final bill / security deposit as decided by GRIMCO.

The **General Conditions of Contract** as laid down by Indian Council of Architects also constitutes the Contract document. However, the Special Conditions of Contract supersede the General Conditions of Contract.

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Agreement

Work Contract

THIS AGREEMENT executed on _____ between M/s

Having work place at

_____ Hereinafter referred to as of
One Part (with and includes their respective heirs, executors of the first parts)

OR

THIS AGREEMENT executed on _____ between

_____, a
partnership firm incorporated as per the Indian Partnership Act, 1932, having office at __,
hereinafter referred to as Bidder of One Part (Includes the Partners, their heirs, executors,
administrators and Authorized Person for first parts)

OR

THIS AGREEMENT executed on _____ between

a Company incorporated as per the Companies Act, 1956, Cooperative Society as per Co-
operative Society Act, Registered Trust registered as per Bombay
Charitable Trust/ Society, having Registered Office at
_____, hereinafter referred to as Bidder of One
Part '(Includes the heirs and other authorized person for first parts)

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AND

Gujarat Rural Industries Marketing Corporation Limited, a company incorporated under the provision of the Companies Act, 1956, having registered office at Block No. 17, 5th Floor, Udhog Bhavan, Sector 11, Gandhinagar, hereinafter referred to as "GRIMCO"/"Corporation" or their authorized representative of the Second part.

"GRIMCO" undertakes project of providing furniture and interior decoration to various government departments/Boards/ Corporations during the whole year. Accordingly "Corporation" has published a public advertisement in Daily News Paper to invite offers through e-tender and in response to that, Bidder(s) made an offer to carry out the particular work and GRIMCO has accepted the offer as per Annexure attached in the tender document.

Now this contract witnessed as per following terms and condition

1. All the condition accepted mentioned in Work order No.....
2. This Contract will in force till-----or till the extended period as approved by competent authority. GRIMCO have right to receive services and articles as described in the tender documents.
3. Bidder is in the business of _____
4. GRIMCO expects the work to be executed as per this contract and party is liable to execute the work.
5. The interpretation and words shall be as per general terms of this contract.
6. Following documents shall form part of this contract and shall be read for the purpose of the terms of its contract:
7.
 1. Nature of Work
 2. Notice inviting tender and their terms and conditions
 3. Financial Bid
 4. Accepted work in Tender Acceptance Form
 5. Normal and Special Terms of Contract
 6. Bill of Quantities and clarifications issued for this purpose
 7. Documentary evidence which proves that quantity to be supplied at Specific location.
 8. Earnest Money Deposits and or irrevocable Bank Guarantee.

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9. Work order of "Corporation"
10. Documentary evidence which proves that Bill has been paid and required quantities has been provided.
11. Any correspondence regarding this work through letter
8. Price mentioned in the work order by GRIMCO shall be final and binding to the Bidders
9. Bidder themselves shall have to organize/provide workers (labour), materials and machineries on their own.
10. Work has to be completed as per the specific standards and decision of GRIMCO/Corporation shall be final and binding.
11. Bidder has to accept any change(s) provided in the terms of the Contract and has to carry out work accordingly.
12. Bidder has to complete their work as provided by GRIMCO within the specified time limits.
13. As per the work order, supply has to be carried out and completed within the specified time limit. If the work could not be completed within specified time limits the amount of penalty shall be deducted as per tender's terms and conditions. Penalty shall be recovered from Bidder's Security Deposits (SD) / Unpaid bills and If there is short fall of the recovery, the remaining amount shall be recovered from outstanding bills/payments of the other work or from under the revenue code.

However, appropriate decision to reduce the penalty amount for just and reasonable cause for delay in supply can be considered and decision of the Managing Director of the corporation shall be final and binding.

However in case where delay in supply is more than seven days of the period as narrated in work order, GRIMCO may if deemed fit terminate this contract on its own and issue the work order to other and under these circumstances EMD/SD may be forfeited. Moreover, any additional expenditure shall have to be borne by the First Part/Bidder under this contract and remaining recoverable amount from EMD/SD or as per the land revenue code. Moreover, GRIMCO May Initiate action to blacklist/debarred selected bidder.

Technical inspection of the goods/machineries provided by firm shall be done by person/institution authorized by Corporation/Government and report of the third party shall be final. The Goods/Machineries shall have to be replaced within time limit as per the work order issued by GRIMCO if provided. Bidder has to take back the Goods / machineries supplied earlier promptly failing which Corporation

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shall not be responsible for breakage or any shortfall and Bidder shall have to borne damages/loss caused in such circumstances.

14. Bidder has to take insurance of the goods/machineries, supplied by him from the place of delivery to the designated place of delivery
15. Honorable Court, Gandhinagar, Gujarat shall have the jurisdiction for any legal proceeding.
16. Corporation, if it thinks fit can appoint an arbitrator and arbitrator's fee shall be borne equally between Corporation and Bidder and Bidder has to deposit the amount to GRIMCO as per demand.
17. Bidder shall have to take written permission from Corporation in case of natural disaster or man-made disaster and has to provide services as per the written permission of Corporation.
18. The EMD deposited by successful bidder shall be refunded to them once work order is given to them and they have to submit DD/BG as a Security Deposit @ 5% of Final Contract Value. Such Security Deposit shall be refunded only at the time of settlement of final bill. Normally SD Shall be returned up to 45 day from completion process of final bill settlement. If it's delayed no interest shall be payable on EMD/SD. However, if EMD amount is more than SD amount, the corporation may consider refunding excess EMD after deducting total SD amount of the Bidders. The decision of the Managing Director shall be final in this matter. However, EMD (Earnest Money Deposit) in the form of Bank Guarantee can be refunded only upon submission of fresh Bank Guarantee.
19. The decision relating to purchase or not to purchase any item shall be taken by GRIMCO and this contract shall be binding to the party. The Bidder shall not be entitled to raise any claim or compensation for this purpose and GRIMCO shall not pay any compensation.
20. Liquidated damages for the tendered works 1% of the contact value per week of delay subject to maximum of 10% of contract value.
21. Any accident due to use of poor quality materials will be your personal responsibility.
22. Agreement stamp duty shall have to be paid by the contractor.

We have read, understand all the terms and condition of this contract in conscious status, without any pressure or coercion and have signed the contract with shall. We are authorized to execute the contract, and same is acceptable and agreed to us, our firm and our legal heirs.

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Place:

Date:

First Party:

Witness:

Sign:

Name:

Name :

Address:

Address:

Second Party:

Witness:

Sign:

Name:

Name:

Address:

Address: