

Assam Ashok Hotel Corporation Ltd.

Hotel Brahmaputra Ashok

M.G.Road, Guwahati

Tender Document

For

(1) Flooring works of Vitrified Tiles, (2) Wall tiles works in bath room and toilets and (3) Aluminium Window Works in proposed Office space of Gail.

At

Hotel Brahmaputra Ashok

M.G.Road, Guwahati

Issued to : _____

Receipt No. : _____

Date : _____

MGR (E&M)
Hotel Brahmaputra Ashok
M.G.Road, Guwahati781001

TENDER

Assam Ashok Hotel Corporation Limited
UNIT: HOTEL BRAHMAPUTRA ASHOK
M.G.ROAD, GUWAHATI

Index

a)	General conditions of Contract	:	Page 04 to 31
b)	Special condition	:	Page 32 to 34
c)	Other conditions	:	Page 35 to 37
d)	Tender Forwarding Letter (Specimen)	:	Page 38
e)	Schedule B	:	Page 39
f)	Schedule C	:	Page 40
g)	Schedule F	:	Page 41 to 42
h)	Form of Bank Guarantee of Security Deposit	:	Page 43 to 45
i)	Form of Bank Guarantee of Advance to the Contractor	:	Page 46- 47
j)	Specimen agreement	:	Page 48- 50
k)	Price Tender	:	Page 51
l)	Schedule A	:	Page 52-53

Assam Ashok Hotel Corporation Ltd

**General Conditions of Contract
And Standard Contract Forms
For renovation Works of Hotel.**

TENDER NOTICE

Assam Ashok Hotel Corporation Limited

UNIT: HOTEL BRAHMAPUTRA ASHOK

M.G.ROAD, GUWAHATI

Ref: HBA/Engg/118/BCPL/ 09-10/

Dtd. 06/02/2010

Sealed tenders are invited on behalf of ASSAM ASHOK HOTEL CORPORATION, Guwahati, for (1) Flooring work of Vitrified Tile (2) Wall tile works of bathroom and toilets and (3) Aluminium Window Works of office space at Hotel Brahmaputra Ashok.

The tender shall be in the prescribed form (Schedule "A" shall be submitted in hard copy as well as in soft copy)

The works in full shall be required to complete within 10 days after the day on which the concerned Engineer issues written order or from the date of handing over of the site, whichever is later.

Contractors/ suppliers/ dealers/ manufacturers whose names are borne on the approved list of PWD/ CPWD/ PSU

EMD Rs 5000.00 (rupees five thousand) to be deposited in the form of Cash/ DD drawn in favour of Hotel Brahmaputra Ashok., Guwahati.

Tender documents consisting of plans, specifications, schedule(s) quantities of the various classes of work to be done, the conditions of contract and other documents will be open for inspection and issued / sold on payment of Rs.200/- during office hour in all working days from 07/02/2010 to 12/02/2010.

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil, the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or effect their tender. A Tenderer shall be deemed to have full knowledge of the site, whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

The tenders shall be received up to 15.00 hours on 12/02/2010 and shall be opened at 15.30 hours on the same day.

GENERAL MANAGER(I/C),
HOTEL BRAHMAPUTRA ASHOK

Assam Ashok Hotel Corporation Ltd.

(A Joint Venture Unit of ITDC and Govt. of Assam.)
Unit: Hotel Brahmaputra Ashok

General Conditions of Contract and Standard Contract Forms for Renovation and up gradation of Central A.C.System.

Interpretation and Definitions

Singular and Plural

1. Where the context so requires, words importing the singular only also include the plural and vice versa.

Headings and Marginal Notes to Conditions

2. Headings and marginal notes to these General Conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract.

Definitions

3.
 - (a) "Corporation" shall mean the Assam Ashok Hotel Corporation Ltd. having its registered office at Hotel Brahmaputra Ashok, M.G.Road, Guwahati and includes a duly authorized representative of the Corporation or any other person empowered in this behalf by the Corporation to discharge all or any of its functions.
 - (b) The "Accepting Authority" shall mean the Managing Director or his nominee on behalf of the Assam Ashok Hotel Corporation Ltd.
 - (c) The "Contract" shall mean the notice inviting the tender, the tender and acceptance thereof and the formal agreement, if any, executed between the Assam Ashok Hotel Corporation Ltd. Unit: Hotel Brahmaputra Ashok and the Contractor together with the documents referred to therein including these conditions with appendices and any special conditions, the specifications, designs, drawings, schedule of quantities with rates and amounts and schedule of rates. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another.
 - (d) The "Contractor" shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal representatives of such individuals or persons composing such firm or unincorporated company, or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company.

- (e) The "Contract Sum" shall mean in the case of Item Rate Contracts the cost of the work arrived at after extension of the quantities shown in Schedule of Quantities by the item rates quoted by the Tenderer for the various items.
- (f) The "Managing Director" shall mean the Managing Director of Assam Ashok Hotel Corporation Ltd who shall direct to execute the entire construction works mentioned in the tender of Hotel Brahmaputra Ashok on behalf of Assam Ashok Hotel Corporation.
- (g) The "General Manager" shall mean the General Manager of Hotel Brahmaputra Ashok, appointed by the Corporation who will function as Disbursing Officer of the works for purposes of this contract on behalf of the Corporation.
- (h) The "Manager Accounts" shall mean the Finance Officer appointed by the Assam Ashok Hotel Corporation Ltd who shall direct, supervise and be in charge of all financial matters and function as Joint Disbursing Officer of the works for purposes of this contract, and maintain liaison with the General Manager / Managing Director.
- (i) The "Manager (E&M)" shall mean the Engineering Officer appointed by the Assam Ashok Hotel Corporation Ltd. who shall direct, supervise and be in charge of the all-technical sides like processing of tenders, negotiations, placing of work order, quantity check, quality control, issuing of completion certificates, bill processing, etc of the works for purposes of this contract, and maintain liaison with the architect(s).
- (j) A "Day" shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- (k) The "Architect(s) Consultant(s)" shall mean the person/persons practicing as such and duly appointed by the Accepting Authority for the Works under a separate Agreement getting out the Architect(s). Consultant(s) responsibilities and terms.
- (l) "Clerk of Works" shall mean the engineer appointed at the Works by the Accepting Authority to represent the Architect(s).
- n) "Excepted Risks" are risks due to riots (otherwise than among Contractor's employees) and civil commotion (in so far as both these are uninsurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of Government, damage from aircraft, acts of God, such as earthquake, lightning and unprecedented floods and other causes over which the Contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by the corporation's of the part of Works in respect of which a certificate of completion has been issued or cause solely due to Corporation's faulty design of Works.
- o) "Market Rate" shall be the rate as decided by the Works Committee on the basis of the cost of materials inclusive of any taxes, octroi or such statutory imposition, at the time of

work, and cost of Labour at the site where the work is to be executed plus the percentage mentioned in Schedule "F" to cover all overheads, supervision and profit.

- p) Schedule(s) referred to in these conditions shall mean the standard schedule of rates prescribed/approved by and the Assam Ashok Hotel Corporation Ltd. amendments thereto issued from time to time.
- q) The "Site" shall mean the lands and/or the ground and subsoil (so far as is practicable), other places on, under, in or through which the work is to be executed under the Contract including any other lands or places which may be allotted by the Corporation or used for the purposes of the Contract.
- r) "Temporary Works" shall mean all temporary works of every kind required in or about execution, completion or maintenance of the works.
- s) "Urgent Works" shall mean any urgent measures, which in the opinion of the Manager (E&M), become necessary during the progress of the works to obviate any risk of accident or which become necessary for security.
- t) A "Week" shall mean seven days without regard to the number of hours worked in any day in that week.
- u) The "Works" shall mean the works to be executed in accordance with the Contract or part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works or temporary and urgent works as required for performance of the Contract.

Scope and Performance

Contract Documents

4. The Contractor shall be furnished, free of charge, one certified true copy of the contract Document and of all further drawings, which may be issued during the progress of the works.

Works to be carried out

5. The work to be carried out under the contract shall except as otherwise provided in these conditions, include all labour, materials, tools, plant, equipment, and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities shall unless otherwise stated be held to include wastage on materials, carriage and cartage and return of empties, hoisting, setting, fitting and fixing in position and all other labour necessary in and for the full and entire execution and completion as aforesaid in accordance with good practice and recognized principles.

Inspection of Site

6. The Contractor shall inspect and examine the Site and its surroundings and shall satisfy himself before submitting his tender as to the nature of the ground and subsoil (so far as is practicable), the form and nature of work and materials necessary for the completion of the works and means of access to the site, the accommodation he may require and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

Sufficiency of Tender

7. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the Works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters things necessary for the proper completion and maintenance of the works.

Discrepancies and Adjustment of Errors

8. The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small-scale drawings and figured dimensions in preference to scale and Special Conditions in preference to General Conditions.
- 8.1 In the case of discrepancy between Schedule of Quantities, the Specifications and/or the Drawings, the following order of preference shall be observed: -
- (a) Description in Schedule of Quantities
 - (b) Particular Specification and Special Conditions, If any
 - (c) Drawings
 - (d) General Specifications
- 8.2 If there are varying or conflicting provisions made in anyone document-forming part of the Accepting Authority shall be the deciding authority with regard to the intention of the document.
- 8.3 Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the Works Comprised therein according to drawings specifications or from any of his obligations under the Contract.
- 8.4 If on check there are found to be differences between the rates given by the Contractor in Words and figures in the amount worked out by him in the Schedule of Quantities and General Summary, the same shall be adjusted in accordance with the following rules: -

- (a) In the event of a discrepancy between description in words and figures quoted by a Tenderer, the rate, which corresponds to the amount worked out by the Contractor, shall be taken as correct. When the amount of an item is not worked out by the Contractor it does not correspond to the rate written either in figures or in words, the rate quoted by the contractor in WORDS shall be taken as correct.
- (b) In the event of an error occurring in the amount column of Schedule of Quantities as a result of wrong extension of the unit rate and quantity the UNIT RATE shall be regarded, as firm and extension shall be amended on the basis of the rate.
- (c) All errors in totaling in the amount column and carrying forward totals shall be corrected.
- (d) The totals of various sections of Schedule of Quantities as amended shall be carried over to the General Summary and the tendered sum amended accordingly. The tendered sum so altered shall, for the purpose of the tender, be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the Tenderer. Any rounding off of totals in various sections of Schedule of Quantities or in General Summary by the Tenderer shall be ignored.

Security Deposit

- 9(a) The Contractor shall have to deposit security equivalent to 10% of total contract amount to the Corporation at the time of signing of work contract agreement failing which the contract may be cancelled.
- 9(b) If the contractor desires, the security deposit may be deposited in the form of Bank Guarantee from any scheduled bank also. The validity of the Bank Guarantee shall extend upto the expiry of the Defects Liability Period. This shall further be subject to the condition that at least one fourth of the total Security Deposit shall remain in cash form until the expiry of the Defects Liability Period.
- 9(c) All compensation or other sums of money payable by the Contractor under the terms of this Contract or any other Contract or any other account whatsoever may be deducted from or paid by the sale of a sufficient part of his security deposit or from the interest arising there from or from any sum which may be due or become due to the Contractor by the Corporation on any account whatsoever and In the event of his security deposit being reduced by reasons of any deduction or sale as aforesaid, the Contractor shall within fourteen days of receipt of notice of demand from the Manager (E&M) good the deficit.
- 9(d) On expiry of the Defects Liability Period the Manager (E&M) Shall, on demand from the Contractor, refund to him the remaining portion of the security deposit provided the Manager (E&M) is satisfied that there is no demand outstanding against the Contractor.

Deviations/Variations Extent and Pricing

- 10.** The Architects and Manager (E&M) shall have power (i) to make alterations in, omissions from, additions to, or substitutions for, the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit part of the Works in case of non-availability of a portion of the Site or for any other reason, and the Contractor shall be bound to carry out the Works in accordance with any instructions given to him in writing signed by the Concerned Engineer and such alterations, omissions, additions or substitutions shall form part of the Contract as if originally provided therein and any altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as part of the Works, shall be carried out by the Contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereinafter provided. No work which radically changes the original nature of the Contract shall be ordered by the Architect' /Manager (E&M) as a deviation and in the event of any deviation being ordered which in the opinion of the Contractor changes the original nature of the Contract, he shall nevertheless carry it out and the disagreement as to the nature of the work and the rate to be paid therefore shall be resolved in accordance with Condition 49.
- 10.1** The time for completion of the Works shall, in the event of any deviations resulting in additional Cost over the Contract Sum being ordered be extended as follows if requested by the Contractor:
- (a)** In the proportion which the additional cost of the altered, additional or substituted work, bears to the original Contract Sum; plus
- (b)** 25% of the time calculated in (a) above or such further additional time as may be considered reasonable by the Manager (E&M).

Extra Items

- 11(a)** Extra items: The rates of all authorized extra items or additional, altered or substituted work shall be worked out as follows: -
- (i)** If the rate for additional, altered or substituted item of work is specified in the Schedule of Quantities, the Contractor shall carry out the additional, altered or substituted item at the same rate. In the case of composite tenders, where two or more schedules of Quantities may form part of the Contract the applicable rate shall be taken from the schedule of Quantities of that particular part in which the deviation is involved, failing that at the lowest applicable rate for the same item of work in the other schedule of quantities.
- (ii)** If the rate for any altered, additional or substituted item of work is not specified in the Schedule of Quantities, the rate for that item shall be derived form the rate for the nearest similar item specified therein. In case of composite tenders where two or more schedule of quantities form part of the contract, the rate shall be derived from the nearest similar item in the Bills of Quantities of the particular part of Works in which the deviation is involved, failing that from the lowest of the nearest similar items in other schedule of quantities.

- (iii)** If the rate for any additional, altered or substituted item of work cannot be determined in the manner specified in sub-paras (i) and (ii) above, then such item of Work shall be carried out at the rate entered in the Latest CPWD/APWD Schedule of Rates PLUS OR MINUS the percentage by which the tendered amount of the Works actually awarded is higher or lower than the estimated amount of the Works actually awarded.
- (iv)** Where the rates cannot be derived in the manner of (i) to (iii) above, the same shall be worked out on the basis of Market Rates or actual expenditure incurred in the execution of the item inclusive of any taxes, octroi. Etc., plus 15% Contractor's profits, overheads and supervision charges.
- (b)** The Contractor shall, within 14 days of the date of receipt of an order to carry out the above work, or within 14 days after having carried out the above work. Submit the rates, which he proposes to claim for such items of work, supported by rate analysis and vouchers. The Manager (E&M) shall communicate to the Contractor the rates admissible for these items.

Suspension of Works

- 12(a) The Contractor shall, on receipt of the order in writing of the Manager (E&M), suspend the progress of the Works or any part thereof for such time in such a manner as the Manager (E&M) may consider necessary for any of the following reasons: -

 - (i)** On account of any default on part of the Contractor; or
 - (ii)** For proper execution of the Works or part thereof for reasons other than the default of the Contractor; or
 - (iii)** For safety of the Works or part thereof.
 - (iv)** The Contractor shall during such suspension, properly protect and secure the Works to the extent necessary and carry out the instructions given in that behalf by the Concerned Engineer.
- 12(b) If the suspension is ordered for reasons (ii) and (iii) in sub-Para a) above:

 - (i)** The Contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%.

Time and Extension for Delay

- 13.** The time allowed for execution of the works or the extended time in accordance with these conditions shall be the essence of the Contract. The work shall commence from the 7th day after the date of work order issued by the Manager (E&M), or from the date of handing over of the site whichever is later. If the Contractor commits default in

commencing the work as aforesaid, the corporation shall without prejudice to any other right or remedy is at liberty to forfeit the earnest money absolutely.

- 13.1** The Contractor shall agree upon a time and progress charts or PERT/CPM Chart ensuring good progress accordingly.
- 13.2** If the works be delayed by:
- (a)** Force majeure, or
 - (b)** Abnormally bad weather or
 - (c)** Serious loss or damage by fire or
 - (d)** Civil commotion, local combination of workmen, strike or lockout, affecting any of the trades employed on the work or
 - (e)** Delay on the part of other contractors or tradesmen engaged by the Corporation in executing work not forming part of the Contract or
 - (f)** Non-availability of stores which are the responsibility of the Corporation to supply or
 - (g)** Non-availability or breakdown of Tools and Plant to be supplied or supplied by the Corporation or
 - (h)** Any other cause, which in the absolute discretion of the authority is beyond the Contractor's control. Then upon the happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the Manager (E&M), but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Manager (E&M) to proceed with the works.
- 13.3** Request for extension of time to be eligible for consideration shall be made by the Contractor in writing as per 28.3 within three days of happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.
- 13.4** In any such case the authority mentioned in Schedule "F" may give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the Contractor by the Manager (E&M) in writing, within 7 days of the date of receipt of such request by the Manager (E&M).

Plant and Equipment

- 14.** The Contractor shall arrange at his own expense all tools, plants and equipments required for the execution of the work, in such numbers or quantity as to meet the time of completion specified.

Materials to be provided by the Contractor

- 15(a)** The Contractor shall at his own expense, provide all materials required for the Works other than those, which are to be supplied by the Corporation.

- 15(a) 1** All materials to be provided by the Contractor shall be in conformity with the specifications laid down in the Contract and the Contractor shall, if requested by the Concerned Engineer furnish proof to the satisfaction of the that the materials so comply.
- 15(a) 2** The Contractor shall, at his own expense and without delay, supply to the Concerned Engineer samples of materials proposed to be used in the Works. If samples are not approved, the Contractor shall forthwith arrange to supply to the Concerned Engineer for his approval fresh samples complying with the specifications laid in the Contract.
- 15(a) 3** The Manager (E&M) shall have full powers to require removal of any or all of the materials brought to Site by the Contractor which are not in accordance with the Contract specifications or do not conform in character or quality to samples approved by him. In case of default on the part of the Contractor in removing rejected materials the Manager (E&M) shall be at liberty to have them removed by other means. The Manager (E&M) shall have full powers to procure other proper materials to be substituted for rejected materials and in the event of the Contractor refusing to comply; he may cause the same to be supplied by other means. All costs, which may attend upon such removal and/or substitution, shall be borne by the Contractor.
- 15(a) 4** Subject as hereinafter provided in all charges on account of octroi, terminal or sales tax and other duties on materials obtained for the Works from any source (excluding materials supplied by the Corporation) shall be borne by the Contractor.
- 15(a) 5** The Manager (E&M) shall be entitled to have tests carried out as specified in the Contract for any materials supplied by the Contractor other than those for which, as stated above, satisfactory proof has already been furnished at the cost of the Contractor and the Contractor shall provide at his expense all facilities which the Manager (E&M) may require for the purpose. If no tests are specified in the Contract, and the Manager (E&M) requires such tests, the Contractor shall provide all facilities required for the purpose and the charges for these tests shall be borne by the Contractor only, if the tests disclose that the said materials are not in accordance with the provision of the Contract. The cost of materials consumed in tests shall be borne by the Contractor in all cases except when otherwise provided.

Materials to be supplied by the Corporation

- 15(b)** Materials to be supplied by the Corporation are shown in Schedule "B" which also stipulates quantum, place of issue and rate(s) to be charged in respect thereof.
- 15(b) 1** If after acceptance of the tender the Contractor desires the Corporation to supply any other materials, such materials may be supplied by the Corporation, if available, at rates to be fixed by the Accepting Authority.
- 15(b) 2** The Contractor shall bear the cost of loading, transporting to Site, unloading, storing under cover as required, assembling and joining the several parts together as necessary and

incorporating or fixing materials in the Works including all preparatory work of whatever description as may be required.

- 15(b) 3** All materials issued to the contractor by the Corporation for incorporation or fixing in the Works (including preparatory work) shall, on completion or on foreclosure of the works. Be returned by the Contractor at his expense, at the place of issue, after making due allowance for actual consumption, reasonable wear and tear and/or waste. The decision of the Manager (E&M) in this regard is final and binding. If the Contractor is required to deliver such materials at a place other than the place of issue, he shall do so and the transportation charges which would have been incurred by the Contractor had such materials been delivered at the place of issue, shall be borne by the Corporation.
- 15(b) 4** Surplus materials returned by the Contractor shall be credited to him by the Manager (E&M) rates not exceeding those at which these were originally issued to him after taking into consideration any deterioration or damage which may have been caused, to the said materials whilst in the custody of the Contractor.
- 15(b) 5** If on completion of Works the Contractor fails, to return surplus materials out of those supplied by the Corporation, then in addition to any other liability which the Contractor would incur, the Manager (E&M) may, by a written notice to the Contractor, require him to pay within a fortnight of receipt of the notice, for such unreturned surplus materials at double the issue rates.
- 15(b) 6** If cement is to be supplied by the Corporation, every cement go down shall be provided with two locks on each door. The key of one lock at each door shall remain with the Manager (E&M) or his representative and that of the other lock with the Contractor's authorized agent at Site of Works so that cement is removed from the go down only according to daily requirements with the knowledge of both the parties.

General

- 15(c)** Materials required for the Works, whether brought by the Contractor or supplied by the Corporation, shall be stored by the Contractor only at places approved by the Concerned Engineer, storage and safe custody of materials shall be the responsibility of the Contractor.
- 15(c) 1** Corporation's officials concerned with the Contract shall be entitled at any time to inspect and examine any materials intended to be used in or on the works, either on the Site or at factory or workshop or other place(s) where such materials are assembled/fabricated/manufactured or at any place(s) where these are lying or from which these are being obtained and the Contractor shall give such facilities as may be required for such inspection and examination.
- 15(c) 2** All materials brought to the Site shall become and remains the property of the Corporation and shall not be removed off the Site without the prior written approval of the Manager (E&M). But, whenever the works are finally completed and advance, if any, in respect of any such material is fully recovered. The contractor, shall at his own expense, forthwith

remove from the Site all surplus materials originally supplied by him and upon such removal, the same shall revert in and become the property of the Contractor.

Labour

- 16.** The Contractor shall employ labour in sufficient numbers either directly or through sub-contractors, where such subletting is permitted, to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Manager (E&M). The Contractor shall not employ in connection with the Works any person who has not completed his fifteenth year of age.
- 16.1** The Contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers' Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, the Employees State Insurance Act, 1948, Safety Code and Labour Welfare Acts, or rules, or any modifications thereof or any other law relating thereto and rules made there under from time to time.
- 16.2** The Contractor shall indemnify the Corporation against any payments to be made under and for observance of the Regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors.

Sitting out the Works

- 17.** The Contractor shall provide all labour and setting out apparatus required and set out the works and be responsible for the accuracy of the same. He shall amend at his own cost any error found at any stage, which may arise through inaccurate setting out.

Site Drainage

- 18(a)** All water that may accumulate on the Site during the progress of the Works, or in trenches and excavations, from other than the Excepted Risks shall be removed from the Site to the satisfaction of the Manager (E&M) and at the Contractor's expense.
- 18(b)** Nuisance: The Contractor shall not at any time do, cause or permit any nuisance on the Site or do anything which shall cause unnecessary disturbance or inconvenience to owners, tenants or occupiers of other properties near the Site and to the public generally.

Materials Obtained from Excavation

- 19.** Materials of any kind obtained from excavation on the Site shall remain the property of the Corporation and shall be disposed of as the Manager (E&M) may direct.

Treasure Trove, Fossil, etc.

- 20.** All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the Site shall be the absolute

property of the Corporation and the Contractor shall take reasonable precautions to prevent his workman or any other person from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal acquaint the Manager (E&M) with such discovery and carry out the Manager (E&M) directions as to the disposal of the same at the expense of the Corporation.

Protection of Trees

21. Trees designated by the Manager (E&M) shall be protected from damage during the Course of the Works and earth level within 1 meter of each such tree shall not be changed. Where necessary, such trees shall be protected by providing temporary fencing.

Watching and lighting

22. The Contractor shall provide and maintain at his own expense all lights, guards, fencing and watching when and where necessary or required by the Manager (E&M) for the protection of the Works or for the safety and convenience of those employed on the works or the public.

Contractor's Supervision

23. The Contractor shall either himself supervise the execution of the Works or shall appoint qualified Engineer approved by the Architect and /Manager (E&M) to act in his stead. If the Contractor fails to appoint a suitable agent as directed by the Engineer-in-Charge. The Engineer-in-Charge shall have full powers to suspend the execution of the Works until such date as a suitable agent is appointed and the Contractor shall be held responsible for the delay so caused to the works.

Inspection and Approval

24. All works embracing more than one process shall be subject to examination and approval at each stage thereof and the Contractor shall give due notice to the and/or Manager (E&M) shall or his authorized representative when each stage is ready. In default of such notice, the Manager (E&M) shall be entitled to appraise the quality and extent thereof.
- 24.1 No work shall be covered up or put out of view without the approval of the Manager (E&M) or his authorized representative and the Contractor shall afford full Opportunity for examination and measurement of any work which is about to be Covered up or put out of view and for examination of foundations before permanent Work is placed thereon. The Contractor shall give due notice to the Manager (E&M) or his authorized representative Whenever any such work or foundation is ready for examination and the Manager (E&M) or his representative shall, without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly, attend for the purpose of examining and measuring such work or of examining such foundations. In the event of the failure of

the Contractor to give such notice he shall, if required by the Assistant Manager (E&M), uncover such work at the Contractor's expense.

- 24.2** Departmental officers concerned with the Contract shall have powers at any time to inspect and examine any part of the Works and the Contractor shall give such facilities as may be required for such inspection and examination.

Removal of Workmen

- 25.** The Contractor shall employ in and about the execution of the works only such persons as are skilled and experienced in their several trades and the Manager (E&M) shall be at liberty to object to and require the Contractor to remove from the Works any person employed by the Contractor in or about the execution of the Works who in the opinion of the Manager (E&M) misconducts himself or is incompetent or negligent in the proper performance of his duties and such person shall not be again employed upon the Works without permission of the Manager (E&M) .

Uncovering and Making Good

- 26.** The Contractor shall uncover any part of the Works and/or make openings in or through the same as the Manager (E&M) may from time to time direct for his verification and shall reinstate and make good such part to the satisfaction of the Manager (E&M). If any such part has been Covered up or put out of view after being approved by the Manager (E&M) and is subsequently found on uncovering to be executed in accordance with the Contract, the expenses of uncovering and /or making openings in or through reinstating and making good the same shall be borne by the Corporation. In any other case all such expenses shall be borne by the Contractor.

Work during Night or on Sundays and Holidays

- 27.** Subject to any provisions to the contrary is contained in the Contract, if works have to be carried out during night or on Sundays or on authorized holidays, permission in writing of the Manager (E&M) shall be obtained except when the work is unavoidable or absolutely necessary for the safety of life, property or works in which case the Contractor shall immediately advise the Manager (E&M) accordingly.

Completion Certificate

- 28.1** As soon as the work is completed, the Contractor shall give notice of such completion to the Manager (E&M) and within 45 days of receipt of such notice the Manager (E&M) shall inspect the work and shall furnish the Contractor with a certificate of completion indicating (a) the date of completion, (b) defects to be rectified by the Contractor, and/or (c) items for which payment shall be made at reduced rates, When separate periods of completion have been specified for items or groups of items, the Manager (E&M) shall issue separate completion certificates for such items or groups of items, No certificate of completion shall be issued, nor shall the work be considered to be completed till the Contractor shall have

removed from the premises on which the work has been executed all scaffoldings, sheds and surplus materials, except such as are required for rectification of defects, rubbish and all huts and sanitary arrangements required for his workman on the Site in connection with the execution of the work, and cleaned floor, gutters and drains, eased doors and sashes, oiled locks and fastenings labeled keys clearly and handed them over to the Manager (E&M) or his representative and made the whole premises fit for immediate occupation or use to the satisfaction of the Manager (E&M) .

- 28.2** If at any time before completion of the entire work, items or groups or items for which separate periods of completion have been specified, have been completed, the Manager (E&M), with the consent of the Contractor, takes possession of any part or parts of the same (any such part(s) being hereinafter in this condition referred to as the relevant part) then notwithstanding anything expressed or implied elsewhere in this Contract:
- (a)** Within thirty days of the date of completion of such items or groups of items or of possession of the relevant part, the Manager (E&M) shall issue completion certificate for the relevant part as in Condition 30 provided the contractor fulfils his obligations under that condition for the relevant part.
 - (b)** The Defects Liability Period in respect of such items and the relevant part shall be deemed to have commenced from the certified date of completion of such items or the relevant part as the case may be.
 - (c)** For the purposes of ascertaining compensation for delay under condition 31 in respect of any period during which the works are not complete, the relevant part will be deemed to form a separate item or group, with date of completion as given in the contract or as extended under condition 13 and actual date of completion as certified by the Manager (E&M) under this condition.

Hindrance Register

- 28.3** A Hindrance Register shall be maintained at the site of work showing the items affected, the date or which the delay occurred and the date on which the delay was cleared. The Manager (E&M) as well as the Contractors authorized representative shall initiate these entries. Request for extension shall be made as per Proforma enclosed in the Contract.

Compensation for Delay

- 29.** If the Contractor fails to maintain the required progress In terms of Condition 13 or to complete the work and clear the site on or before the Contract or extended date-period of completion, he shall, without prejudice to any other right or remedy of the Corporation on account of such breach, pave as agreed compensation amount calculated as stipulated below or such smaller amount as may be fixed by the authority mentioned in Schedule "F" on the Contract value of the work for every week that the progress remains below that specified in Conditions 13 and 14 or that the work remains incomplete.

This will also apply to items or groups of items for which separate period of completion has been specified.

1% (one per cent) of the Contract amount subject to a maximum of Rs.10, 000/- PER WEEK or a part thereof. The total compensation for delay shall further be subject to an overall maximum of 10% (ten per cent) of the contract amount as awarded. The decision of the competent officer of the Accepting Authority shall be final and binding.

- 29.1** The amount of compensation may be adjusted or set off against any sum payable to the Contractor under this or any other contract with the Corporation.

Defects Liability Period

- 30.** The Contractor shall be responsible to make good and remedy at his own expense within such period as may be stipulated by the Manager (E&M) any defect which may develop or may be noticed before the expiry of the period mentioned in Schedule 'F' hereto from the certified date of completion and intimation of which has been sent to the Contractor within seven days of the expiry of the said period by a letter sent by hand delivery or by registered post.

- 30.1** Buildings. Sanitary works, water supply works, electrical works, plant and machinery, furniture, roads and drainage, etc, ONE YEAR from the date of completion.

Contractor's Liability and Insurance

- 31.** From commencement to completion of the Works, the Contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage and to minimize loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the Works or any part thereof and all Corporation's T&P from any cause whatsoever (save and except the Excepted Risks) and shall at his own cost repair and make good the same so that at completion, the Works and all Corporation's T&P shall be in good order and condition and in conformity in every respect with the requirements of the Contract and instructions of the Manager (E&M).

- 31.1** The Contractor shall indemnify and keep indemnified the Corporation against all losses and claims for injuries or damage to any persons or any property whatsoever which may arise out of or in consequence of the construction and maintenance of the Works and against all claims demands, proceedings. Damages, costs, charges and expenses whatsoever in respect of or in relation thereto PROVIDED always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the Corporation against any compensation or damage caused by the Excepted Risks.

- 31.2** Before commencing execution of the work the Contractor shall without in any way limiting his obligations and responsibilities under this Condition insure against any damage loss or injury which may occur to any property (excluding that of the Corporation but including the

Corporation's building rented by the Contractor wholly or in a part and any part of which is used by him for storing combustible materials), or to any person (including any employee of the Corporation) by or arising out of carrying out of the Contract.

- 31.3** The Contractor shall at all times indemnify the Corporation against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947 and the Maternity Benefit Act, 1961, or any modifications thereof or any other law relating thereto and rules made there under from time to time or as a consequence or any accident or injury to any workman or other persons in or about the Works, whether in the employment of the Contractor or not, save and except where such accident or injury has resulted from any act of Corporation, his agents or servants, and also against all costs, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum or sums which may, with the consent of the Contractor, be paid to compromise or compound and claim, Without limiting his obligations and liabilities as above provided, the Contractor shall insure against all claims, damages or compensation payable under the Workman's Compensation Act, 1923 or any modification thereof or any other law relating thereto.
- 31.4** The aforesaid insurance policy / policies shall provide that they shall not be cancelled till the Manager (E&M) has agreed to their cancellation.
- 31.5** The Contractor shall prove to the Manager (E&M) from time to time that he has taken out all the insurance policies reference to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defect Liability Period.
- 31.6** The Contractor shall ensure that similar insurance polices are taken out by the contractors (if any) and shall be responsible for any claims or losses to the Corporation resulting from their failure to obtain adequate insurance protection in connection thereof. The Contractor shall produce or cause to be produced, by his sub-contractors (if any) as the case may be the relevant policy or policies and premium receipts as and when required by the Manager (E&M).
- 31.7** If the contractor and or his sub-contractors (if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he they may be required to effect under the terms of the Contract then and in any such case the Corporation may, without being bound to effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Corporation from any moneys due or which may become due to the Contractor or recover the same as a debt due from the Contractor.

Facilities to Other Contractors

- 32.** The Contractor shall in accordance with the requirements of the Manager (E&M), afford all reasonable facilities to other contractors engaged contemporaneously on separate contracts in connection with the works and for departmental labour and labour of any

other properly authorized authority or statutory body which may be employed at the Site on execution of any work not included in the Contract or of any contract which the Corporation may enter into in connection with or ancillary to the Works.

Notices to local Bodies

- 33.** The Contractor shall comply with and give all notices required under any Governmental authority, instrument, rule or order made under any Act of Parliament, State laws or any regulation or bye-laws of any regulation or bye-laws of any local authority relating to the works. He shall before making any variation from the Contract drawings necessitated by such compliance give to the Manager (E&M) a written notice giving reasons for the proposed variation and obtain the Manager (E&M) instructions thereon.
- 33.1** The Contractor shall pay and indemnify the Corporation against any liability in respect of any fees or charges payable under any Act of Parliament, State laws or any Government instrument rule or order and any regulation or byelaws of any local authority in respect of the works.

Sub-Contract

- 34.** The Contractor shall not sublet any portion of the Contract without the prior written approval of the Accepting Authority.

Instructions and Notices

- 35.** Subject as otherwise provided in this Contract, all notices to be given on behalf of the Corporation and all other actions to be taken on its behalf may be given or taken by the Manager (E&M) or any officer for the time being entrusted with the functions, duties and powers of the Manager (E&M)
- 35.1** All instructions, notices and communications, etc. under the Contract shall be given in writing and if sent by registered post to the last known place of abode or business of the Contractor shall be deemed to have been served on the date when in the ordinary course of post these would have been delivered to him.
- 35.2** The Contractor or his agent shall be in attendance at the Site(s) during all working hours and shall superintend the execution of the Works with such additional assistance in each trade as the Manager (E&M) may consider necessary. Orders given to the Contractor's Agent shall be considered to have the same force as if they had been given to the Contractor himself.
- 35.3** The Manager (E&M) shall communicate or confirm his instructions to the Contractor in respect of the execution of work in a "Works Site Order Book" maintained in the office of the and the Contractor or his authorized representative shall confirm receipt of such instructions by signing the relevant entries in this book. If required by the Contractor, he shall be furnished a certified true copy of such instruction(s).

Foreclosure of Contract in Full or in Part due to Abandonment or Reduction in Scope of work

- 36.** If at any time after acceptance of the tender the Corporation shall decide to abandon or reduce the scope of the Works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Architect/Manager (E&M) shall give notice in writing to that effect to the Contractor and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the Works in full but which he did not derive in consequence of the foreclosure of the whole or part of the Works.
- 36.1** The Contractor shall be paid at Contract rates full amount for works executed at Site and, in addition, a reasonable amount as certified by the Manager (E&M) for the items hereunder mentioned which could not be utilized on the work to the full extent because of the foreclosure:
- (a)** Any expenditure incurred on preliminary Site work. e.g. temporary access roads, temporary labour huts, staff quarters and Site office; storage accommodation and water storage tanks.
 - (b)(i)** The Corporation shall have the option to take over Contractor's materials or any part thereof either brought to Site or of which the Contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however, the Corporation shall be bound to take over the materials or such portions thereof as the Contractor does not desire to retain. For materials taken over or to be taken over by the Corporation, cost of such materials. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the Contractor.
 - (b)(ii)** For Contractors materials not retained by the Corporation, reasonable cost of transporting such materials from Site to Contractor's permanent stores or to his other Works, whichever is less. If materials are not transported to either of the said places, no cost of transportation shall be payable.
 - (c)** If any material supplied by the Corporation are required surplus, the same except normal wastage shall be returned by the Contractor to the Corporation at rates not exceeding those at which these were originally issued less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the Contractors. In addition, cost of transporting such materials from Site to the Corporation stores, if so required by the Corporation.
 - (d)** Reasonable compensation for transfer of T&P from Site to Contractors permanent stores or to his other Works, whichever is less, If T&P are not transported to either of the said places, no cost of transportation shall be payable Manager (E&M).

- 36.2** The contractor shall, if required by the Manager (E&M) furnish to him books of account, wage books, time sheets and other relevant documents as may be necessary to enable him to certify the reasonable amount payable under this Condition.

Termination of contract for Death

- 37.** If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners dies then unless the Accepting Authority is Satisfied that the legal representatives of the individual Contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners are capable of carrying out and completing the Contract the Accepting Authority shall be entitled to cancel the Contract as to its incomplete part without the Corporation being in any way liable to payment of any compensation to the estate or the deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the cancellation of the Contract. The decision of the Accepting Authority that the legal representatives of the deceased Contractor or the surviving partners of the Contractor's firm cannot carry out and complete the Contract shall be final and binding on the parties. In the event of such cancellation the Corporation shall not hold the estate of the deceased Contractor and/or surviving partners of the Contractor's firm liable in damages for not completing the Contract.

Cancellation of Contract in Full or in Part.

- 38.** If the Contractor:
- (a)** At any time makes default in proceeding with the Works with due diligence and continues to do so after a notice in writing from the Manager (E&M)
 - (b)** Commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it after it notice in writing is given to him in that behalf by the Manager (E&M)
 - (c)** Fails to complete the Works or items of work with individual dates or completion, on or before the date(s) or completion, and does not complete them as specified by the Manager (E&M) or
 - (d)** Shall offer or give or agree to give to any person in Corporation's service or to any other person on his behalf any gift or consideration or any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for the Corporation or
 - (e)** Shall enter into a contract with the Corporation in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to the Accepting Authority/ Manager (E&M) or

- (f) Shall obtain a Contract with the Corporation as a result of ring tendering or other non-bonafied methods of competitive tendering or
 - (g) Being an individual, or if a firm, any partner thereof, shall at a time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation/composition (other than a voluntary liquidation for the purpose of (amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for the benefit of his creditors; or
 - (h) Being a company shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or manager of behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the court on debenture holders to appoint a receiver or Manager or
 - (i) Shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days; or
 - (j) Assigns, transfers, sublets (engagement of labour on a piecework basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or attempts to assign, transfer or sublet the entire Works or any portion thereof without the prior written approval of the Accepting Authority, Accepting Authority may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to the Corporation by written notice, cancel the Contract as a whole or only such items of work in default from the Contract.
- 38.1** The Accepting Authority shall on such cancellation have powers to:
- (a) Take possession of the Site and any materials, constructional plant, implements, stores, etc. thereon and/or
 - (b) Carry out the incomplete work by any means *AT THE RISK AND COST OF THE CONTRACTOR*.
- 38.2** On cancellation of the Contract in full or in part the Manager (E&M) shall determine what amount, if any, is recoverable from the Contractor for completion of the Works or part of the Works or in case the Works or part of the Works is not to be completed, the loss or damage suffered by the Corporation. In determining the amount, credit shall be given to the Contractor for the value of the work executed by him up to the time of Cancellation, the value of Contractor's materials taken over and incorporated in the work, and use of tackle and machinery belonging to the Contractor.
- 38.3** Any excess expenditure incurred or to be incurred by the Corporation in completing the works or part of the Works or the excess loss or damages suffered or may be suffered by the Corporation as aforesaid after allowing such credit shall be recovered from any

moneys due to the contractor on any account and if such moneys are not sufficient, the Contractor shall be called upon in writing to pay the same within 30 days.

- 38.4** If the Contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Manager (E&M) shall have the right to any or all of the Contractor's temporary buildings, etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the contractor under the Contract and if thereafter there be any balance outstanding from the Contractor, it shall be recovered in accordance with the provisions of the contract.
- 38.5** Any sums in excess of the amounts due to the corporation and unsold materials, constructional plant, etc. shall be returned to the contractor, provided always that if cost or anticipated cost of completion by the Corporation of the works or part of the works is less than the amount which the contractor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the contractor.

Liability for Damages, Defects or imperfections and Rectifications thereof

- 39.** If the Contractor or his workmen or employees shall injure or destroy any part of the building in which they may be working or any building, road, fence, etc. contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress the Contractor shall, upon receipt of a notice in writing in that behalf, make the same good at his own expense. If it shall appear to the Manager (E&M) or his representative at any time during construction or re construction or prior to the expiration of the DEFECTS LIABILITY PERIOD, that any work has been executed with unsound, imperfect or unskilled workmanship or that any materials or articles provided by the Contractor for execution of the work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the contract, or that any defect, shrinkage or other faults have appeared in the work arising out of defective or improper materials or workmanship, the contractor shall upon receipt of a notice in writing in that behalf from the Manager (E&M), forthwith rectify or remove and re-construct the work so specified in whole or in part, and/or remove the materials or articles so specified and provide other proper and suitable materials or articles at his own expense, notwithstanding that the same may have been inadvertently passed, certified and paid for and in the event of his failing to do so within the PERIOD TO BE SPECIFIED BY THE Manager (E&M) in his notice aforesaid, the Manager (E&M) in his notice aforesaid, the Manager (E&M) may rectify or remove and replace with others the materials or articles complained of, as the case may be, by other means AT THE RISK AND EXPENSE OF THE CONTRACTOR.
- 39.1** In case of repairs and maintenance works, splashes and droppings from white-washing, painting, etc., shall be removed and surfaces cleaned simultaneously with completion of these items of work in individual rooms, quarters or premises, etc. where the work is done, without waiting for completion of all other items of work in the Contract. In case the Contractor fails to comply with the requirements of this condition, the Manager (E&M) shall have the right to get the work done by other means at the cost of the Contractor.

Before taking such action, however, the Manager (E&M) shall give three days notice in writing to the Contractor.

Urgent Works

40. If any Urgent Work (in respect whereof the decision of the Manager (E&M) shall be final and binding) becomes necessary and the Contractor is unable or unwilling at once to carry it out, the Manager (E&M) may, by his own or other working people carry it out, as he may consider necessary. If the Urgent Work shall be such as the Contractor is liable under the Contract to carry out at his expense, all expenses incurred on it by the Corporation shall be recoverable from the Contractor and be adjusted or set off against any sum payable to him.

Changes in Constitution

41. Where the Contractor is a partnership firm, prior approval in writing of the Accepting Authority shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu Undivided Family business concern such approval as aforesaid shall like-wise be obtained before the Contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the work hereby undertaken by the Contractor. If prior approval as aforesaid is not obtained the Contract shall be deemed to have been assigned in contravention of Condition 38(i) hereof and the same action may be taken and the same consequences shall ensue as provided for in the said Condition 38.

Valuation and Payment

Records and Measurement

42. The Manager (E&M) shall, except as otherwise stated, ascertain and determine by measurement the value in accordance with the Contract of work done in accordance therewith.
- 42.1 All items having a financial value shall be entered in Measurement Book, Level Book. Etc. prescribed by the Corporation so that a complete record is obtained of all work performed under the Contract.
- 42.2 Measurements shall be taken jointly by the Clerk-of-Works/ Manager (E&M) and by the Contractor or his authorized representative.
- 42.3 Before taking measurements of any work the Manager (E&M) or the person deputed by him for the purpose shall give a reasonable notice to the Contractor. If the Contractor fails to attend or send an authorized representative for measurements after such a notice or fails to countersign or to record the objection within a week from the date of measurements, then in any such event measurements taken by the Clerk-of-Works/

Manager (E&M) or by the person deputed by him shall be taken to be correct measurements of the work.

- 42.4** The Contractor shall, without extra charge, provide assistance with every appliance, labour and other things necessary for measurements.
- 42.5** Measurements shall be signed and dated by both the parties each day on the Site on completion of measurements. If the Contractor objects to any of the measurements recorded on behalf of the Corporation, a note to that effect shall be made in the Measurement Book against the item objected to and such note shall be signed and dated by both parties engaged in taking the measurements.

Methods of Measurement

- 43.** Except where any general or detailed description of the work in quantities expressly shows to the contrary, Schedule of Quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the Schedule of Rates/Specification notwithstanding any provision in the relevant Standard Method of Measurement or any general or local custom. In the case of items, which are not covered by the Schedule of Rates/Specification, measurements shall be taken in accordance with the relevant Standard Method of Measurement issued by the Bureau of Indian Standards Institution.

Payment on Account

- 44.** Interim bills shall be submitted by the Contractor at intervals mentioned in Schedule "F" on or before the date fixed by the Manager (E&M) for the work executed. The Manager (E&M) shall then arrange to have the bill verified by taking or causing to be taken, where necessary the requisite measurements of the work.
- 44.1** Payment on account for amount admissible shall be made on the Manager (E&M) certifying the sum to which the Contractor is considered entitled by way of interim payment for the following:
- (a)** All work executed, after deducting there from the amounts already paid, the security deposit and such other amount as may be deductible or recoverable in terms of the contract.
- (b)** 75% of the cost as assessed by the Manager (E&M) of any materials which are in the opinion of the Manager (E&M) reasonably required in accordance with contract and have been brought to Site for incorporation in the Works and are safeguarded against loss due to any cause whatsoever to the satisfaction of the Manager (E&M), but have not been so incorporated, provided the Contractor provides an insurance cover for the full cost of PERISHABLE MATERIALS.

- 44.2** The advance payments under (b) above shall be adjusted as and when materials are utilized in the Works.
- 44.3** Any interim certificate given relating to work done or materials delivered, may be modified or corrected by any subsequent interim certificate or by the final certificate. No certificate of the Manager (E&M) supporting an interim Payment shall of itself be conclusive evidence that any work or materials to which it relates is /are in accordance with the Contract.
- 44.4** Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided.

Time Limit for Payment of Final Bill

- 45.** The final bill shall be submitted by the Contractor WITHIN THREE MONTHS of physical completion of the Works, No further claims shall be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and at rates approved by the Manager (E&M) shall be made within the period specified hereunder, the period being reckoned from the date of receipt of the bill by Manager (E&M)
- (a)** Contract amount not exceeding Rs.5.00 lakhs ... Four months
- (b)** Contract amount exceeding Rs. 5.00 lakhs. Six months
- 45.1** After payment of the amount of the final bill payable as aforesaid has been made, the contractor may, if he so desires, reconsider his position in respect of the disputed portion of the final bill and if he fails to do so within 90 days, his disputed claim shall be dealt with as provided in the contract.

Reimbursement on Variation in Price

- 46(a)** Materials if after submission of the tender and or during the progress of the works, the price of any material (not being a material supplied by the Accepting Authority in accordance with the Conditions of the contract) is increased by an Act of Legislature (Central or States) and/or any notification there under or on account of new duties or levies such as octroi or on account of increase in such duties affecting the price of materials required for incorporation in the works or the price of any item to be incorporated in the works and made from materials of which the price has increased as aforesaid and the contractor has thereupon to pay in respect and of such materials or item a price which is higher than the price of that material or item as prevailing immediately before the passing of such Act or levying, increasing of such duty, the corporation shall in case of increase in price or the duty reimburse to the contractor the increase in price or the additional or increased duty paid by the contractor.

Overpayments and Underpayments

- 47.1** Whenever any claim for the payment of a sum of money to the corporation arises out of or under this contract against the contractor the same may be deducted by the corporation from any sum then due or which at any time thereafter may become due to the contractor under this contract and failing that under any other contract with the corporation or from any other sum due to the contractor from the corporation (which may be available with the corporation) or from his security deposit, or he shall pay the claim on demand.
- 47.2** The corporation reserves the right to carry out post payment, audit, and technical examination of the final bill including all supporting vouchers, abstracts, etc. The corporation further reserves the right to enforce recovery of any overpayment when detected, notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under Condition 48 of this Contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.
- 47.3** If as a result of such audit and technical examination any overpayment is discovered in respect of any work done by the Contractor or alleged to have been done by him under the Contract. The Corporation from the contractor shall recover it by any or all of the methods prescribed above or if any under payment is discovered, the Corporation shall duly pay the amount to the Contractor.
- 47.4** Provided that the aforesaid right of the Corporation to adjust overpayments against amounts due to the Contractor under any other contract with the Corporation shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a MINUS bill, from the date the amount payable by the Contractor under the MINUS final bill is communicated to the Contractor.
- 47.5** Any amount due to the Contractor under this Contract for underpayment may be adjusted against any amount then due or which may at any time thereafter become due before payment is made to the Contractor, from him to the corporation on any other contract or account whatsoever.

Arbitration and Laws

Arbitration

- 48.** Except where otherwise provided for in the Contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the Work or as to any other question, claim right, matter or thing whatsoever in any way arising out of or relating to the Contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the Works, or execution or failure to execute the same whether arising during the progress of the Work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Managing Director of

Assam Ashok Hotel Corporation or any other person appointed by him. There will be no objection if the arbitrator so appointed is an employee of and that he had to deal with the matters to which the Contract relates and that in the course of his duties as such he had expressed views on all of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred or vacating this office or being unable to act for any reason, the **Managing Director shall appoint another person to act as arbitrator in accordance with the terms of the Contract. Such person shall be entitled to proceed with the reference from the stage at which his predecessor left it. It is also a term of this Contract that no person other than a person appointed by the Managing Director, as aforesaid should act as Arbitrator and if for any reason that is not possible, the matter is not to be referred to Arbitration at all. In all cases where the amount of the claim in dispute is Rs. 50,000 (Rupees fifty thousand) and above, the Arbitrator shall give reasons for the award.

49. Subject as aforesaid the provisions of the Arbitration Act, 1940, or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the Arbitration proceeding under this clause.

It is a term of the Contract that the party invoking arbitration shall specify the dispute or disputes to be referred to Arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

The Arbitrator(s) may from time to time with consent of the parties enlarge the time for making and publishing the award.

The work under the Contract shall, if reasonably Possible, continue during the Arbitration proceedings and no payment due or payable to the Contractor shall be withheld on account of such proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.

The Arbitrator shall give a separate award in respect of each dispute or difference referred to him.

The venue of Arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.

The award of the Arbitrator shall be final, conclusive and binding on all parties to this Contract.

Laws Governing the Contract

50. This Contract shall be governed by the Indian laws for the time being in force.

The Authority appointing the Arbitrator should not be lower in rank than the Authority accepting the agreement.

All disputes regarding the contract are subjected to the court of Guwahati Jurisdiction only.

SPECIAL CONDITIONS

- 1.0 The following special conditions shall be read in conjunction with the General conditions of contract. If there is any provision in these special conditions, which are at variance with the provisions in the above mentioned, documents, the provision in these special conditions shall take precedence.
- 2.0 Water & Electricity

Water & Electricity charges shall be recovered from the Contractor's bill @1% of the total cost of work executed.
- 3.0 Reduced Rate payment

All works have to be carried out as per standard specification and the drawings. Any work found below specifications and not as per the drawings is liable to be rejected. However, if any work is below specifications but is technically accepted as per the discretion of the Concerned Engineer, the same work may be accepted and will be paid at a reduced rate. Regarding the acceptance of such work, the finalization of the reduced rate will be as per the discretion of the Concerned Engineer and his decision will be final in this respect.
- 4.0 Work Programme

The contractor shall give a phased programme for execution of his work, within a week after award of work, failing which no payment will be released.
- 5.0 Nomenclature of item

Nomenclature of the items of work mentioned in the prices schedule is only a brief description of the work. The work shall have to be executed in accordance with the relevant CPWD specifications for the work of the satisfaction of the Engineer of the work. Any omission in description will not absolve the contractor from his responsibilities to complete the work in a satisfactory manner.

Wherever RCC surfaces are to be plastered to bring it in line with the brick wall, plaster of the same mix shall have to be done, payment for such plaster will be made under the item of plastering only irrespective of the fact whether there is any increase due to odd or even surface of brick or stone work below and / or adjoining it.
- 6.0 The contractor shall be registered with sale tax department for WCT / VAT.
- 7.0 The contractor should strictly comply with the provision of EPF Act and ESI Act and keep indemnified the Corporation against all action, claims, demands, liabilities whatsoever under in respect of breach of any provision of clause of the said Act. The agency should be registered with EPF & ESI to comply the above.
- 8.0 If the quantity of abnormally high rated exceed more than 5% specified in schedule of quantity the contractor will be paid lowest rates quoted amongst the Tenderer for this work.

9.0 Metric Units

The bills of quantity indicate the unit of Metric system. The mode of measurement of different items of work shall be as per details contained in specification and special condition with the equivalent of the units mentioned therein Metric system.

10. As regard General Specifications the latest CPWD/APWD specifications shall be followed in respect of all materials, workmanship as well as the method of executing all items of work. Various tests to be performed and the acceptance criteria. Where CPWD specifications are found wanting, the latest is specifications would hold good.
11. In respect of certain items, where CPWD/APWD specifications are either not available or do have the intent of design, the description of items given in the schedule of quantities or in the special conditions. The contractor within his tendered rates and without extra charge should fulfill the requirement of these specifications. The items quoted shall be deemed to have taken these specifications into account.
12. The materials to be used on this work shall be first quantity ISI marked. Those materials for which ISI Certification Mark is not issued shall confirm to relevant BIS specifications and or latest CPWD/APWD specifications with correction slips, upto date.

These are different sub heads in the work. Certain items may be same in these sub heads. The quoted rates for similar items in different sub heads shall be the same. In the event of any variation in the quoted rates, the lower of the two or more shall be applicable and acceptable to the contractor.
13. The decision of the Managing Director of Assam Ashok Hotel Corporation or his nominee shall be final and binding to all concerned. Any authorized nominee(s) shall be called the competent authority in this respect of it.
14. All charges on account of royalty, tollage, rent, octroi, terminal or sales tax and / or other duties or any other levy on materials obtained for the work or temporary work or part thereof (excluding materials provided by the employee) shall be borne by the contractor.
15. Day to day issue & receipt and consumption registers shall be maintained in the standard formal at the site of work with the Mgr (E&M) and it will be responsibility of the contractor to get these entered.
16. The entry of material and workers of the contractor shall be from given restricted route.
17. The contractor shall provide adequate lighting arrangement as approved by the Concerned Engineer for carrying out the works during nighttime. If so, required and also provide all other facilities for labour, employees to carry out the works as per direction of the Manager (E&M).
18. The contractor quoted rates shall include the cost of transportation of materials, tools and plants to and fro from the site, sales tax, excise duty ESI, P.F. Octroi works tax on contract, packing

forwarding and transit insurance, it shall be clearly understood that no claim for any extra payment on account of ESI, PF, Sales Tax, Excise Duty, work contract tax as stated above shall be entertained after opening of the tender.

19. After the completion of work, in case of reversal of lower tender position, the final bill amount of work order items based on actual quantities executed shall be restricted to the lowest amount obtained among other agencies in the post comparative statement. In order to arrest the reversal position of the lowest agency i.e. lowest agency must remain the lowest after completion of work.
20. The rates shall be quoted in figure & words.
21. The work is to be executed in a running hotel. The contractor is requested to take every precaution so that no inconveniences are caused to the guests.
22. The contractor shall be responsible for keeping general cleanliness and good sanitary condition in and around site during the period of construction.
23. The contractor shall ensure good conduct of the workmen at the site of work.
24. The contractor's workers shall not misuse the premises in any manner and they should behave in proper manner with the Mgr (E&M) or their representative failing which the contractor shall be held responsible including termination of contract without any obligation for assigning any reason.
25. The contractor or his workers should not cause any damage to the property in any case. For all such damages, the contractor shall be responsible to rectify / replace the same to reinstall in the original shape at his own cost and risk to the entire satisfaction of the concerned Engineer.

OTHER CONDITIONS

- 1 Submission of a tender by a Tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools, plant etc., will be issued to him by the corporation and local conditions and other factors bearing on the execution of the works.
- 2 A Tenderer should quote the tender in figures as well as in words (where necessary) rate (s). The amount for materials and labour of each item should be worked out and the requisite totals should also be given. Special care shall be taken to write rates in figures as well as in words and the amounts in figures only in such a way that interpolation is not possible. The total amount shall be written both in figures and in words. IN case of figures, the word 'Rs' should be written before the figure of rupees and the word 'Paisa' after the decimal figures, e.g. Rs.21.5 P. and in case of words 'Rupees' should precede and the word 'Paisa' should be written at the end. Unless the rate is in whole rupees followed by the word 'only' it should invariably be up to two places of decimal.
- 3 All rates shall be quoted on the prescribed tender form as mentioned in schedule "A" in hard copy as well as soft copy.
- 4 In case of item rate tenders, only rates quoted shall be considered. Any tender containing percentage below / above the rates quoted is liable to be rejected.
- 5 The tender for the works shall not be witnessed by a Contractor or Contractors who himself / themselves has / have tendered or who may and has / have tendered for the same works. Failure to observe this Condition shall render the tender of the Contractor tendering as well as of those witnessing the tender liable to rejection.
- 6 The tender shall be accompanied by earnest money of Rs 5000.00 (rupees five thousand) only
- 7 The tender shall be received by Tender Box / placed in Security Office at staff entry gate, Hotel Brahmaputra Ashok up to 15.00 hours on 12/02/2010 and shall be opened at 15.30 hours on the same day in the presence of Tenderer who may be present.
- 8 Sealed envelope – I, containing of draft for tender cost (Non-refundable) if not paid at the time of receiving tender document, draft or Banker Cheque for Earnest Money Deposit, shall be super scribed as "ENVELOPE-I, Earnest Money" of "TENDER FOR (1) FLORING WORKS OF VITRIFIED TILE (2) WALL TILE WORKS AND (3) ALUMINIUM WINDOW WORKS AT HOTEL BRAHMAPUTRA ASHOK."
- 9 Sealed envelope – 2 should contain the tender documents each page duly signed & stamped with prices as specified in this NIT. The envelope shall be super scribed as "Envelope 2, "PRICE TENDER FOR (1) FLORING WORKS OF VITRIFIED TILE (2) WALL TILE WORKS AND (3) ALUMINIUM WINDOW WORKS AT HOTEL BRAHMAPUTRA ASHOK."
- 10 The sealed Envelop-1 & 2 (refer 8, and 9) should put in a separate sealed cover super scribing "TENDER FOR (1) FLORING WORKS OF VITRIFIED TILE (2) WALL TILE WORKS AND (3) ALUMINIUM WINDOW WORKS AT HOTEL BRAHMAPUTRA ASHOK."

- 11 Price Bid (Envelope-2) should be submitted in bound form (sealed envelope)
- 12 On acceptance of tender, the earnest money will be treated as part of the security.
- 13 The Tenderer, whose tender is accepted, shall be required to deposit the balance amount of security (Equivalent to 10% of estimated amount less Earnest money)
- 14 Hotel Brahmaputra Ashok will return the earnest money, where applicable, to every unsuccessful Tenderer on production by the tender of a certificate of the Mgr (E&M) that all tender documents have been returned.
- 15 A Tenderer shall submit the tender whom satisfies each and every condition laid down in this notice, failing which, the tender will be liable to be rejected.
- 16 Hotel Brahmaputra Ashok reserves the right of accepting the whole or any part of the tender and Tenderer shall be bound to perform the same at his quoted rates.
- 17 Value Added Tax or any other tax on materials in respect of this Contract shall be payable by the Contractor and the Corporation will not entertain any claim whatsoever in this respect.
- 18 This notice of tender shall form part of the Contract documents.
- 19 The validity of the tender (s) shall be up to 90 (Ninety) days from the date of opening of Tender(s)
- 20 The use of whitener / eraser in this tender is prohibited. If any correction becomes of necessary, the same should be done SCORING OFF originally written rates / figures etc. and then rewriting should be done under initials of person filling the tender.
- 21 Service Tax Registration if applicable required before award of work.
- 22 Hotel Brahmaputra Ashok do not bind them to accept the lowest or any tender or to give any reasons for their decision.
- 23 An agreement stating___ work order No, Value of Work, Security Deposit, Date of awarding of the contract, Completion time, Defect Liability, Compensation for unusual delay, penalty for substandard works, Payment terms & conditions on a non judiciary stamped paper of Rs50/- is to be executed and signed by the signatory authorities of both The parties within seven days of preliminary work order along with deposit of security. Otherwise, the preliminary work order will be treated as cancelled.

For and on behalf of the
Hotel Brahmaputra Ashok

Signature _____
Designation _____

Date _____
DECLARATION:-

I (Name of the signatory authority) hereby declare that I have gone through all the papers received as tender documents and I shall abide by all the terms and conditions of the tender. In case any breach arises from my part my tender may be cancelled.

Signature of the Signatory Authority with Seal.

Date: - / /
Place:-

TENDER

To

ASSAM ASHOK HOTEL CORPORATION LIMITED
Unit: Hotel Brahmaputra Ashok, M.G.Road, Guwahati-1
(Hereinafter referred to as the Corporation)

24 I / we have read and examined the following documents relating to TENDER FOR (1) FLORING WORKS OF VITRIFIED TILE (2) WALL TILE WORKS AND (3) ALUMINIUM WINDOW WORKS AT HOTEL BRAHMAPUTRA ASHOK GUWAHATI
M.G.Road, Guwahati-1

- (a) Notice Inviting Tender
- (b) Details of Machine & Equipments
- (c) Schedules A, B, C, & F
- (d) Drawings
- (e) General Conditions of Contract
- (f) Special Conditions
- (g) Other Conditions and
- (i) Site Conditions

I / We hereby tender for the execution of the works referred to in the aforesaid documents upon the terms and conditions contained or referred to therein and in accordance in all respects with the specifications, drawings and other relevant details within the period(s) of completion as stipulated in tender notice.

A sum of **Rs.5000.00** is hereby forwarded as earnest money in crossed bank draft No_____ date_____ drawn on_____ Bank favoring Hotel Brahmaputra Ashok, Guwahati, a unit of Assam Ashok Hotel Corporation. I/We fail to keep the tender open for a period of 90{ninety} days validity after opening the tender(s), or make any modifications in the terms and conditions of the tender which are not acceptable to the Corporation, I/We agree that the Corporation shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Should this tender be accepted, I/We hereby agree to abide by and fulfill all the terms, conditions and provisions of the aforesaid documents.

If, after the tender accepted, I/We fail to commence the execution of the works as provided in the conditions, I/We agree that the Corporation shall without prejudice to any of their right or remedy, be at liberty to forfeit the said earnest money absolutely.

Witness _____

Date _____

Address _____

Signature _____

in the capacity of _____

Duly authorized to sign the tender on behalf of
(In block capitals)

Date:

Postal Address/Telegraphic Address

Schedule 'B'

Materials for Issue to the Contractor.
(See Condition 15)

Sl. No.	Particulars	Rate at which Material will be issued Unit	Quantity Rs.	Place of Issue	
1	2	3	4	5	6

NIL

Signature of
Issuing Officer

Date

Signature of
Contractor

Date

Schedule "C"

Proforma Recommending Extension of Time

- (1) Name of work
- (2) Name of Contractor
- (3) Name of Architect
- (4) Contract Amount
- (5) Final Gross Value of Work including cost of extra items
- (6) Date of award of the work
- (7) Date of commencement of work
- (8) Completion date as per the Contract
- (9) Actual date of completion
- (10) Period requiring extension
- (11) Amount of compensation for delay as per the Contract
- (12) Reference to Contractor's letter(s) of application seeking extension of time within due date as per contract.
- (13) Reasons for delay and justifications:
 - (a)
 - (b)
 - (c)
 - (d)
- (14) Conclusion:
 - a) Full extension is recommended without levy of compensation amount

OR

 - b) Full extension is recommended with levy of compensation amount of Rs_____ for period days.
(Strike out Words, which are not applicable)

SIGNATURES:

Manager (E&M)

General Manager

Managing Director

NOTE: Duplicate typed copies of extracts from the Hindrance Register should be enclosed with this Proforma.

SCHEDULE "F"

Reference to General Conditions of Contract

(To be signed by the Contractor(s) at the time of signing the agreement)

Condition No:

- | | | |
|------|---|---|
| 3(b) | Accepting Authority | Managing Director,
Hotel Brahmaputra Ashok,
Assam Ashok Hotel Corporation |
| 3(i) | Market Rate-percentage
Addition to cover profit.
Overheads and supervision | |
| 9. | (a) Estimated cost of the
Works put to tender | Rs. _____ |
| | (b) Earnest money Rs 2.00 lac
(Rs1.00 lac in Case the
Tenderer belongs to SC/
ST/OBC Community) | Rs. _____ |
| | (c) Security deposit (10% of
the gross value of the
Works) | Rs. _____ |
| 11 | (i) Schedule of rates applic-
able Percentage adjust-
ment to the rates in the
Schedule of Rates. For
Pricing deviations. | Latest CPWD /APWD
Plus/Minus
Percentage |
| 13. | Time allowed for execution
of work (to be reckoned from
the 7 th day after the
date of work order) |days |
| 29. | Compensation for delay:
1% (one per cent) of the contract amount subject to a maximum of Rs.10, 000/- PER WEEK or a
part thereof. The total compensation for delay shall further be subject to an overall maximum of
10% (ten per cent) of the contract amount as awarded. The decision of the competent officer of the
Accepting Authority shall be final and binding. | |
| 30. | Defects liability Period | |
| 30.1 | Buildings. Sanitary works, water supply works. Electrical works, Plant and machinery
Furniture. Roads and drainage, etc. ONE YEAR from the date of completion. | |

- | | | |
|-----|---|--------------------------------------|
| 44. | Interim Bills | Monthly or as certified by MGR (E&M) |
| 45. | Final Bill | |
| | a) Contract amount not Exceeding Rs. 5.00 lakhs | Four months. |
| | b) Contract amount Exceeding Rs. 5.00 lakhs | Six months. |

Signature of signatory authority of the contractor

Date:-

Place:-

Form of Bank Guarantee in Security Deposit in Individual Contract
(General Condition No, 9)

To,
M/s Hotel Brahmaputra Ashok
A unit of Assam Ashok Hotel Corporation,
M.G.Road, Guwahati.

1. In consideration of the AAHC, unit: Hotel Brahmaputra Ashok, M.G.Road, Guwahati-1(hereinafter called the "Corporation" which expression shall unless repugnant to the subject or context include his successors and assigns) having agreed under the terms and conditions of Contract No. _____ Date _____ made between _____ and the Corporation in connection with (hereinafter called the said Contract) to accept a Deed of Guarantee as herein provided for Rs. _____ from a Scheduled Bank in lieu of the security deposit to be made by the Contractor or in lieu of the deduction to be made from the Contractor's bills, for the due fulfillment by the said Contractor of the terms and conditions contained in the said Contract we, _____ the _____ Bank Ltd. (hereinafter referred to as "the said Bank") a company under the Companies Act 1956 and having our registered Office at _____ do hereby undertake and agree to Indemnify and keep indemnified the Corporation from time to time to the extent of Rs. _____ (Rupees _____ only) against any loss or damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation by reason of any breach or breaches by the said Contractor of any of the terms and conditions contained in the said Contract and to unconditionally pay the amount claimed by the Corporation on demand and without demur to the extent aforesaid.
2. We _____ Bank Ltd. further agree that the Corporation shall be the sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation on account thereof and the decision of the Corporation that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation from time to time shall be final and binding on us.
3. We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and till all the dues of the Corporation under the said Contract or by virtue of any of the terms and conditions governing the said Contract have been fully paid and its claims satisfied or discharged and till _____ certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor and accordingly discharges this Guarantee subject, however, that the Corporation shall have no claim under this Guarantee alter years from the date of expiry of the Defects Liability Period as provided in the said Contract or from the date of cancellation of the said Contract, and the Case may be, unless a notice of the claim under this Guarantee has been served on the Bank before the expiry of the said period of years in which case the same shall be enforceable against the Bank notwithstanding the fact, that the same is enforced after the expiry of the said period of years.

4. The Corporation shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or Indemnity from time to time to vary any of the terms and conditions of the said contract or to extend time of performance by the said Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said contractor and either to enforce to forebear from enforcing any of the terms and conditions governing the said Contract or securities available to the Corporation and the said Bank shall not be released from its liability under these present by any exercise by the Corporation of the liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of the Corporation or any indulgence by the Corporation to the said Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the Bank from its such liability.
5. It shall not be necessary for the Corporation to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank. Notwithstanding any security which the Corporation may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized.
6. We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Corporation in writing and agree that any change in the Constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.

Date this day of 20

For and on behalf of the Bank

The Hotel Brahmaputra Ashok, a unit of Assam Ashok Hotel Corporation/for and on behalf of the AAHC, accepts the above Guarantee

of _____

Sd _____

Dated _____

(Name and designation)

NOTE:

For proprietary concerns

Shri _____ son of _____ resident of _____ carrying on business under the name and style of _____ at _____ (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include his heirs, executors, administrators and legal representatives).

For Partnership concerns

- a) Shri _____ son of _____ resident _____ of _____
- b) Shri _____ son of _____ resident of _____ carrying on business in co-partnership under the name and style of _____ at _____ (hereinafter collectively called "the said Contractor" which expression shall unless the context requires otherwise include each of them and their respective heirs, executors administrators and legal representatives).

For Companies

S/ Shri _____ a company under the Companies Act 1956 and having its registered office at _____ in the State of _____ hereinafter called "the said Contractor" which expression shall enters the context requires otherwise include its successors and assigns).

Bank Guarantee for Advance to Contractors

To,
M/s Hotel Brahmaputra Ashok,
M.G.Road,
Guwahati-781001

THIS BANK GUARANTEE made this _____ between _____ (hereinafter referred to as guarantor) In favour of Hotel Brahmaputra Ashok, a unit of Assam Ashok Hotel Corporation, a company registered under the Companies Act having its registered office at M.G.Road, Guwahati (hereinafter referred to as employer).

WHEREAS M/s _____ (hereinafter called contractor) has entered into a contract with the employer to carry out the work and have agreed to complete the above mentioned work in accordance with the time bound programme agreed to separately between the employer and the contractor, namely by.

1. NOW THIS GUARANTEE WITNESS that in consideration of the employer having agreed to contractor's request for the release of Rs _____ (Rupees _____ only) as advance against order on furnishing Bank Guarantee for Rs _____ (Rupees _____ only).
2. We do hereby unconditionally and irrevocably agree and undertake to pay to Hotel Brahmaputra Ashok, Guwahati on demand and without demur and amount not exceeding Rs _____ (Rupees _____ only).
3. Any such demand on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to any amount not exceeding Rs _____ (Rupees _____ only).
4. We further agree and confirm that this guarantee also covers all risks regarding security for the due and faithful fulfillment of the contract by M/s _____ and also any loss or damage caused to or suffered by, or would be caused to or suffered by the employer by reason of any breach by the said contractor of any of the terms and conditions contained in the said agreement or by reason of the contractor's failure to complete the work strictly in accordance with the time schedule agree to. We further agree that the employer shall be the sole judge of and as to whether the said contractor has committed any breach of any of the terms and conditions of the contract and as to the extent of the loss or damage caused to or suffered by the employer on account thereof. We further agree that the guarantee herein contained shall remain in force and effect during the period that would be taken for the performance of the said contract and it shall continue to be enforceable till all the dues of the employer under or by virtue of the said order have been fully paid and its claim satisfied or discharged or till M/s Hotel Brahmaputra Ashok certify that terms and conditions of the said order have been fully and properly carried out by the said contractor and accordingly discharge the guarantee provided, however, that unless a demand or claim under the guarantee is made on us in writing on or before \ve shall be discharged from all liabilities under this guarantee thereafter.

5. We further agree that them/s Hotel Brahmaputra Ashok, shall have the fullest liberty with or without our consent and without effecting in any manner our obligation hereunder, to vary any of the terms and conditions of the said contract or extend time of performance by the said contractor from time to time, postpone for any time or from time to time any of the powers exercisable by M/s Hotel Brahmaputra Ashok, Guwahati against the said contractor and to forbear or enforce any of the terms and conditions relating to the said order and we shall not be retrieved from .our liability by reasons of any such variation, or extension being granted to the said contractor or for any forbearance act or omission on the part of M/s Hotel Brahmaputra Ashok, Guwahati or any indulgence by it to the said contractor or by any such matter or thing whatsoever which under the law relating to surety would but for this provision have the effect of so relieving us from its such liability.
6. We lastly undertake not to revoke this guarantee during its currency except with the previous consent of M/s Hotel Brahmaputra Ashok, Guwahati
7. Notwithstanding anything contained hereinbefore, our liability under this bond is restricted to as Rs. _____ (Rupees _____ only) and It will remain in force till the _____. Unless a claim or demand in writing is made against us under this guarantee before that date all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liability there under.

SPECIMEN CONTRACT DEED

This deed of contract is made on day ofmonth in the year..... between Assam Ashok Hotel Corporation limited unit: Hotel Brahmaputra Ashok, having its registered office at Hotel Brahmaputra Ashok, M.G. Road, Guwahati- 781001, through its General Manager (hereinafter referred to as the 1st party, which expression where the context so admits its successors and assignee).

And

M/s a registered Contractor of Assam Ashok Hotel Corporation for the renovation works of Hotel Brahmaputra Ashok in (name of category of works.....) having its registered office at through its Proprietor/ Director (hereinafter referred to as the 2nd party or the contractor which expression where the context so admits its successors and assignee).

The 1st party had floated tender vide tender Notice No..... dtd.....forworks of Hotel Brahmaputra Ashok and the 2nd party was a successful tenderer of it.

Now this agreement witnessth & it is hereby agreed and declared as follows_____

- a) The 1st party/Hotel Brahmaputra Ashok has issued work order to the 2nd party vide Work Order Nodtd..... forworks of Hotel Brahmaputra Ashok.
- b) The 2nd party has deposited Rs..... to the 1st party which is equivalent to 25% of total security deposit against the work mentioned in clause "a".
- c) The 2nd party has further provided Bank Guarantee for Rs..... (75% of total security), pledged in favour of the 1st party which will cover the remaining 75% of the total security deposit against the work mentioned in clause "a".
- d) It is agreed that the security (cash and bank guarantee) mentioned in the clause No "b" and "c" will remain in the custody of the 1st party for the entire warrantee period and the 1st party will not pay any interest or any other benefit of it to the 2nd party for the entire period of deposit.
- e) The works awarded vide the order No..... mentioned in the clause No a of this agreement has to be complete in full/part within.....days from the date of proper handing over of the site after formal work order.
- f) The rates of supplied items and job works will be as per that of the work order mentioned in the clause No "a" of this agreement.
- g) Both the parties agreed that all works will be carried out as per standard, specifications and drawings, mentioned in the tender documents/ work order. Any work found below the standard/specifications and not as per the drawings is liable to be rejected. However, if any work is below specifications but is technically accepted as per the discretion of the Concerned Engineer of

the 1st party, the same work may be accepted and will be paid at a reduced rate. Regarding the acceptance of such work, the finalization of the reduced rate will be as per the discretion of the Concerned Engineer of the 1st party and his decision will be final in this respect.

- h) It is also agreed that if the 2nd party/ contractor fails to hand over the space with satisfactory completion of the works within the specific time, a deduction @.....% of total contract amount per day of delay will be deducted as **penalty for late delivery** from the final bill of the contractor. However, time extension will be granted due to delay because of the following reasons _____
- 1) Force majeure, or
 - 2) Abnormally bad weather or
 - 3) Serious loss or damage by fire or
 - 4) Civil commotion, local combination of workmen, strike or lockout, affecting any of the trades employed on the work or
 - 5) Delay on the part of other contractors or tradesmen engaged by the Corporation in executing work not forming part of the Contract or
 - 6) Non-availability of stores which are the responsibility of the Corporation to supply or
 - 7) Non-availability or breakdown of Tools and Plant to be supplied or supplied by the Corporation or
 - 8) Any other cause, which in the absolute discretion of the authority is beyond the Contractor's control.
- i) It is agreed that the charges for water and electricity shall be recovered from the 2nd party by the 1st party @ 1% of total cost of works executed.
- j) It is also agreed that all charges on account of royalty, tollage, rent, octroi, terminal or sales tax, VAT and / or other duties or any other levy on materials obtained for the work or temporary work or part thereof (excluding materials provided by the Corporation) shall be borne by the contractor.
- k) The entry of material and workers of the contractor shall be from given restricted route.
- l) The contractor shall provide adequate lighting arrangement as approved by the Concerned Engineer for carrying out the works during nighttime. If so, required and also provide all other facilities for labour, employees to carry out the works as per direction of the Astd Manager (E&M).
- m) The work is to be executed in a running hotel. The contractor has to take every precaution so that no inconveniences are caused to the guests.
- n) The contractor shall be responsible for keeping general cleanliness and good sanitary condition in and around site during the period of execution of works.
- o) The contractor or his workers should not cause any damage to the property in any case. For all such damages, the contractor shall be responsible to rectify / replace the same to reinstall in the original shape at his own cost and risk to the entire satisfaction of the concerned Engineer otherwise the same may be compensated by deducting from the security deposit as per cost of the damage assessed by the concerned engineer.

- p) This agreement protects all the terms and conditions of “ General Conditions of Contract”, “Special Conditions”, “Other Conditions” of tender documents issued for (1) FLORING WORKS OF VITRIFIED TILE (2) WALL TILE WORKS AND (3) ALUMINIUM WINDOW WORKS of Hotel Brahma Putra Ashok and the resolutions taken in the final negotiations between the 1st party and the 2nd party held on _____.

IN WITNESS WHEREOF the parties hereto have signed this DEED on this -----
Day, month of ----- in the year ----- herein above
written in the presence of:

Signed and delivered for & on behalf
of Hotel Brahma Putra Ashok
(Herein called the 1st party)

Signed and delivered for & on behalf
of M/s.....,
the Contractor (Herein called the 2nd party)

Signature

Signature

Name:

Name:

Designation:

Designation:

Place:

Place

Witnesses _____

Signature

Signature

Name:

Name:

Designation:

Designation:

Place:

Place

Assam Ashok Hotel Corporation Ltd.

Hotel Brahmaputra Ashok

M.G.Road, Guwahati

Price Tender

For

(1) Flooring works of Vitrified Tiles, (2) Wall tiles works in bath room and toilets and (3) Aluminium Window Works in proposed Office space of Gail.

At

Hotel Brahmaputra Ashok

M.G.Road, Guwahati

Schedule (A)
Format of Schedule of Quantities
 (To be filled by the tenderer)

Item No. (1)	Description of Items (2)	Unit (3)	Qty (4)	Rate (5)	Total Amt. in fig. & words (6)
7 (a)	Glazed tiles 6mm thick in skirting risers of steps and dado on a bed of 10mm thick cement plaster 1:3 and jointed flush with white cement slurry (Toilet dado) (a) colour glazed (item no 5.7.1(b))	SqM	20.00		
7 (b)	Providing ceramic tiles of approved quality size, shape and thickness not less than 6mm on floor, wall, skirting, risers and treads of steps over cement mortar 15mm thick in proportion 1:3 (1 cement:3 coarse sand) including cutting where necessary finished with flush pointing with fix A tile (Choksey /Sikha/ Pedelite / Rouf) Bal Endura, White cement slurry mixed with approved pigment to match shade of tiles complete at all levels as specified and directed. (cement plastering will be measured and paid separately) (The contractor will have to use the brand approved by the department. Coloured pigment should be in conformity with colour of tiles and as approved and directed by the department) (ASEAN/ NITCO 450mmx300mm with white cement (item No 5.11.1(f)(B))	SqM	66.00		
7 (c)	VITRIFIED FLOOR TILES: Providing & fixing Vitrified floor tiles of ASEAN / NITCO, size 600mmx600mmx10mm of with appropriate tiles adhesives, grout and border tiles.	SqM	164.8 0		
	Sub total				

Item No. (1)	Description of Items (2)	Unit (3)	Qty (4)	Rate (5)	Total Amt. in fig. & words (6)
	BF				
9	DOORS: Providing, fitting and fixing factory made flush door shutters having core and cross bands fabricated from seasoned 1st class timber, 25mm core battens, 2.5mm to 3.5mm uniformly thick cross band, styles and rails made from hardwood timber of wide not less than 50mm fixed to the door frame, bolts etc, as specified and directed at all levels (Doors fixtures and fittings to be measured and paid separately (b) 35mm thick (Item No9.18.1(b)	SqM	13.23		
10	ALUMINIUM WORKS: Providing fitting and fixing anodized aluminium windows and ventilators of standard sections without horizontal glazing bars joints mitered and welded (manufactured to relevant IS specification) and provided and fixing handles, frictions stays, jointing cleat, bolting devices, locking arrangement, spring catch as required complete as specified and directed for all levels (a) 2 track Sliding window iii) 6mm clear glass (item No11.1.2(a)(iii)	SqM	21.50		
	Total				

In words rupees.....

Signature of Authorized Signatory