

**THE JAPAN FOUNDATION NEW DELHI**

**5A Ring Road, Lajpat Nagar-IV**

**New Delhi – 110024**

**Email: Koji\_Sato@jpf.go.jp Yuka\_Hayakawa@jpf.go.jp**

**Website: <https://www.jfindia.org.in/>**

**TENDER FOR PROPOSED CIVIL & INTERIORS RENOVATION WORK OF  
OFFICE SPACE MEASURING 9050 SQ FT AT A-13, Green Park (SECOND, THIRD  
AND FOURTH FLOOR)**

The offers are invited from the reputed contractors of New Delhi/NCR Region only for “Civil & Interiors Renovation Work of Office Space”

Duration of Issuing of Tender Documents: November 09, 2022 to November 19, 2022 from 10.00 am to 1.00 pm and 2.00 pm to 5.30 pm (closed on Sundays). Any query in respect of Tender can be raised through email on or before November 14, 2022 until 5.00 pm. The said queries will be clarified through email on or before November 16, 2022.

Last Date of Submission of Tender Documents: November 21, 2022 by 2.00 pm

Tender Documents can be obtained from “The Japan Foundation New Delhi Office, at the address mentioned above or can be downloaded from our Website.

Applications not submitted in the prescribed format will be rejected. This office reserves its right to accept or reject any offer without assigning reasons thereof.

For further details / amendments, please visit our website

Place : New Delhi

Date : 09/11/2022

Koji Sato  
Director General

## **A. NOTICE INVITING TENDER**

Sealed tenders are hereby invited from reputed contractors from New Delhi/NCR region to execute the CIVIL & INTERIORS RENOVATION WORKS OF OFFICE SPACE.

1. Tender copies containing BOQ, 48 drawings with all the specifications and 3D view drawings can be collected from our office free of cost between 10 AM to 1 PM and 2 PM to 5.30 PM from November 09, 2022 to November 19, 2022. It can be also downloaded from our website.

Any query in respect of Tender can be raised through email in this office at 5A Ring Road, Lajpat Nagar-IV, New Delhi - 110024 on or before November 14, 2022 until 5PM. The above queries will be clarified through email on or before November 16, 2022.

2. The late tenders shall be rejected including postal/ courier delays.
3. Tender documents (A to I) dully filled-in, signed and sealed should be addressed & submitted to our office above place.
4. The sealed tenders will be accepted by 2 PM on or before November 21, 2022, at 5A Ring Road, Lajpat Nagar-IV, New Delhi – 110024.
5. The decision of this office will be given to successful bidder on or before December 9, 2022 within which period the terms of the tender will be binding on the bidder.
6. It is duly clarified that Tenders of all those Contractors will be accepted who have executed the similar work and their Gross Turnover (GTO) in last three years is not less than Seven Crores.
7. This office THE JAPAN FOUNDATION NEW DELHI reserves the right to reject or accept any one or all tenders without assigning any reasons whatsoever.
8. All the rates quoted in the tender shall be inclusive of all taxes (except GST), levies, duties, transportation charges, wastage, Octroi, etc; and shall remain firm till the completion of Work. No escalation of prices will be payable for what-so-ever reasons.
9. No additions or alterations shall be made in the Drawings, the Specifications, Schedule of Quantities, the conditions of contract and the tender by the bidder and, if made, such tender is liable to be rejected. In case of the successful tender, any such additions and alterations made by the bidder will be treated as null and void. If the bidder wants to put any condition, he must mention them on a separate letter attached on the top of the tender form.

10. The tenders shall be valid until for a period not less than 180 days after the date of opening of the Price Bid or until 30/04/2023. Any escalation in prices will not be entertained in any manner.
11. This tender Notice shall form part of the Contract.
12. The tender to be submitted, in an envelopes duly sealed and super scribed as:
13. ENVELOPE: Technical Bid & Price Bid. It should contain following:-
  - A. Notice Inviting tender.
  - B. Appendix: Time Schedule
  - C. Instructions for Bidder
  - D. Form of Tender
  - E. Articles of Agreement
  - F. General Conditions of Contract.
  - G. Special Conditions of Contract.
  - H. Bills of Quantity duly completed with rates.
  - I. Technical qualifications & organization details of Bidder.
    - (a) Company Profile mentioning number of technical & administrative staff and details of in house machinery installed.
    - (b) Details of Similar Works Executed with Photographs and if possible contact number of two references of each work executed by the Bidder.
    - (c) Financial Reports of last three years with Copy of PAN Card, GST Registration Certificate and Proof of Constitution of the firm/company.
    - (d) Details of Labour/Workmen Welfare schemes adopted by the Bidder.
    - (e) All Government Registrations pertaining to Labour/Workman Welfare schemes adopted by the Bidder. Kindly enclose the Proofs of the same.

Thanking you,

Yours Truly

Koji Sato  
Director General

## **B. APPENDIX: TIME SCHEDULE**

**Period of Completion:** 105 (One Hundred & Five) Days including Holidays and Sundays, on or before April 30, 2023.

**Defects Liability Period (DLP):** Six months from the date of Completion of work

**Date of Commencement:** January 16, 2023

**Liquidated Damages for Delay:** As per the General Conditions of the Contract

**Terms of Payment:** 10% as Mobilisation Advance after the commencement of work, to be paid on or before 31<sup>st</sup> January 2023.

Another 50% shall be paid on or before 31<sup>st</sup> March 2023 as per the schedule of work frame by an Architect.

Another 30% shall be paid in April 2023 as per the schedule of work framed by an Architect.

Balance 10% shall be paid on completion of work and handing over of site by Bidder to The Japan Foundation on or before 30<sup>th</sup> April 2023.

**Total amount to be retain until DLP:** 2% of total tender amount as received as Security Deposit.

**Tender Validity Period:** January 16, 2023 to April 30, 2023

**SIGNATURE OF THE CONTRACTOR**

### **C. INSTRUCTIONS FOR BIDDER**

1. The details of work to be carried out and its scope are given in the specifications and Bill of Quantities in these documents, which also indicate a brief description of the project where work is to be executed. The bidders are advised to study the same carefully before tendering and they shall be deemed to have fully acquainted themselves with the same.
2. The bidders in their own interest are advised to inspect and examine the site from outside and its surroundings and satisfy themselves before submitting their tenders in respect of the site conditions including but not restricting to the following which may influence or affect the work or cost thereof under the contract.
  - a. Site conditions including access to the site, existing and required roads and other means of transport/communication for use by him in connection with the work.
  - b. Source and extend of availability of suitable materials including water etc. and labour (skilled and unskilled), required for work and Laws & Regulations governing their use and employment.
  - c. The limit and extent of surface and sub surface water to be encountered during the performance of the work, the requirement of drainage and pumping.
  - d. The type of equipment and facilities needed preliminary for and in the performance of the work, and for successful completion of work.
  - e. All other information pertaining to and needed for the work including information as to the risks, contingencies and other circumstances which may influence or affect the work or the cost thereof under this contract.
3. The bidders should note the information, if any, regards to the site and local conditions, as contained in these tender documents has been given merely to assist the Bidders and is not warranted to be complete.
4. Immediately on receipt of the Tender Documents from the JF, the Bidder may submit in writing any tender enquiry on matters where clarifications or additional information is desired. If considered appropriate, the JF reserves the right to issue addendum(s) / amendment(s) to any condition/ specifications/schedules of all bidders before the date of submission. Tenders submitted by the Bidder shall be deemed to cover the effect of such addendum(s)/ amendment(s) issued and such addendum(s)/ amendment(s) duly signed by the Bidders shall be submitted along with the tenders.

5. The Tender should be submitted in the prescribed form and the same should be signed as laid down here under:

a. If the Tender is submitted by an individual/proprietary firm, it shall be signed by the Proprietor with his full name and full name of his firm with its current business address.

b. If the Tender is submitted by a firm in partnership, it shall be signed for and on behalf of the firm by all the partners of the firm about their full names and current business address, or by a partner holding the power of attorney by the firm for signing the tender, in which case, a certified copy of the partnership deed and current business address of all the partners of the firm shall also accompany the tender.

c. If the Tender is submitted by Private Limited Company, it shall be signed for and on behalf of the company by all the authorised director of the company with full names of all the directors and current business address. It shall also be accompanied by Memorandum and Articles of Association of the company.

6. The Bidders should quote for all the items of work as given in Bill of Quantities. The rates shall be written both in words and in figures. Bidder shall also show cost of each item in total of each sub head and the grand total of the whole contract. Corrections/ Rewriting, if any shall be made by crossing out and put their initials with date.

7. The acceptance of a tender will rest with the JF, which does not bind itself to accept the lowest tender, and reserves to itself the authority to reject any or all of the tenders received without the assignments of any reasons. All tenders in whom any of the prescribed conditions are not fulfilled or are incomplete, in any respect are liable to be rejected.

8. On acceptance of tender the name of the accredited representative (s) of the Contractor who would be responsible for taking instructions from the JF / Architect shall be communicated to the JF / Architect.

9. The JF does not bind itself to accept the lowest tender but it may accept any tender and reserves to itself the right of accepting the whole or any part of tender and the bidder shall be bound to perform the same at the rates quoted.

10. The JF also reserves the right to accept the tender in full or in parts and that the tender shall have no claim for revision of rates or other conditions if the tender is accepted in parts.

11. The tender for work shall remain open for acceptance for a period until December 9, 2022 from the date of opening of Envelope of the tenders. If any, bidder withdraws his tender before the said period, then the JF shall be at liberty to forfeit his Security

Deposit. The Security Deposit of the bidder whose tender is accepted shall be forfeited in full in case he does not start the work by the stipulated date mentioned in the award letter.

## **D. FORMS OF TENDER**

The Director General,  
The Japan Foundation,  
5A Ring Road, Lajpat Nagar – IV,  
New Delhi - 110024  
Sir,

With reference to the tender invited by you for the Proposed Civil & Interiors Renovation Work of office space. We do hereby offer to execute the work under the Contract at the respective item rate basis mentioned in the schedule of quantities (BOQ).

We have examined and studied carefully the site of the proposed works of all the Drawings, Schedule of Quantities, Specifications and conditions of contract and We agree to comply whole of work within respective time limits mentioned in the tender; from the date of getting the intimation from you that our tender has been accepted and upon receiving the possession of the site.

We further undertake that on failure subject to the conditions of contract relating to extension of time, we shall pay damages to the JF the sum mentioned in Clause 18 of General Conditions of the Contract forming part of this tender as Liquidated damages for the period during which the work shall remain incomplete.

We have deposited 2% of tender amount @ Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) as Security Deposit by Cheque\* No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ in the favour of "The Japan Foundation", which amount is not to bear any interest and we do hereby agree that this sum shall be forfeited, in the event of accepting our tender & we fail to start the work under the Contract & execute the Contract documents when call upon to do so.

We do agree that our tender shall stand disqualified in the event of –

- a. Failure to submit the tender in specified time and date.
- b. Any page of this tender is found missing.
- c. Any page of this tender form is not signed by us in token of acceptance.
- d. The rates and/or amounts in the Schedule of Quantities are not filled in figures as well as in words in English and all erasures are not counter signed.

We have read the notes attached herewith and do agree to the same.

Thanking you,  
Yours Truly,

Signature & Seal of the Contractor

*\*Check not to be enclosed with this tender, and shall be demanded as and when required.*



## E. ARTICLES OF AGREEMENT

This ARTICLES OF AGREEMENT is made on the \_\_\_\_\_ day of \_\_\_\_\_ 2022 between The Japan Foundation New Delhi having its office at 5A Ring Road, Lajpat Nagar – IV, New Delhi hereinafter referred to as “JF” (which term shall mean and include its successors in interest and permitted assignees) of the one part;

And

\_\_\_\_\_ hereinafter referred to “the Contractor” which term shall mean and include its successors in interest and permitted assignees) of the other part;

WHEREAS the Drawings and specifications and the Priced Scheduled of Quantities have been signed by or on behalf of the parties hereto.

AND WHEREAS the Contractor has agreed to execute upon and subject to the conditions set forth herein (herein after referred to as “the said conditions”) the work shown upon “the said Drawings” and described in “the said Specifications” and “the said Priced Schedule of Quantities” at rates mentioned in the Priced Schedule of Quantities (herein after referred to as “Contract rates”).

AND WHEREAS the Contractor has deposited Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only.) as Security Deposit for the due performance of the agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the payments to be made to the Contractor as hereinafter provided he shall upon and subject to the said Conditions execute and complete the works shown upon the said Drawings and such further detailed drawings as may be furnished to him by the said Architects and described in said Specification and the said Priced Schedule of Quantities.
2. The JF shall pay the Contractor such sum as shall become payable hereunder at Contract rates in the manner specified in the said conditions.
3. The within plans, agreement and documents above mentioned shall form the basis of this contract, which for the time being as mentioned in the conditions of contract in reference to all matters of dispute as to the material workmanship or account and as to the intended interpretation of Clause of this Agreement or any other documents attached hereto shall be final and binding on both parties and may be made a Rule of Court.

4. The said Contract comprises the interior renovation drawings work mentioned hereinbefore and all subsidiary work connected therewith within the same site as may be ordered to be done from time to time by the said Architects or the JF even though such works may not be shown on the Drawings or described in the said Specifications of the Priced Schedule of Quantities.
5. The JF reserves the right of altering the Drawings and nature of the Work and of adding to or omitting any items of work or of having portions of the same carried out departmentally or otherwise and such alterations or variations shall be carried out without prejudice to this contract.
6. The General Conditions of Contract and Special Conditions of the Contract are annexed to this agreement and shall form piece and parcel to this agreement and constructed as forming part of this Agreement and the parties hereon will respectively abide by and submit themselves to the condition and stipulations and performs the agreement as their parts respectively.
7. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen in Delhi and only the Courts in Delhi shall have jurisdiction to determine the same.
8. The time shall be considered as the essence of this contract and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from next day after the date of normal Work Order as provided for into the said conditions whichever is later & to complete the entire work on or before 30<sup>th</sup> April 2023 subject nevertheless to the provisions for extension of time.
9. All payments by the JF under this contract will be made only as per the Architect's certificate. This contract have been read and fully understood by us.

In Witness Whereof the above Parties have signed on this \_\_\_\_ day of \_\_\_\_\_, 2022.

Witnesses

(Contractor)

(The Japan Foundation)

**F. GENERAL CONDITIONS OF CONTRACT**

Except where provided for in the description of the individual items in the schedule of quantities and in the specification and under the direction of JF/Architect.

**1. INTERPRETATION**

In constructing these conditions, the specifications, the schedule of quantities, quotation and Agreement, the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires.

**2. CLIENT**

The term Client shall denote The Japan Foundation New Delhi (JF) at 5A Ring Road, Lajpat Nagar – IV, New Delhi – 110024.

**3. ARCHITECTS**

The term Architects shall denote Vision Art or in the event of his/their ceasing to be the Architect for the purpose of this Contract such person as the JF shall nominate for the purpose.

**4. CONTRACTOR**

The term Contractor shall mean .....

(Name and Address of the contractor and his/their legal representative, assign and successors.)

**5. SITE**

The site shall mean where the works are to be executed and as shown in layout plan as mentioned in quotation document elsewhere.

**6. DRAWINGS**

The works is to be carried out in accordance with drawings, specifications the schedule of quantities and any further drawings which may be supplied or any other instructions, which may be given by the Architect, during execution of the work. All drawings relating to the contractor together with a copy of schedule of quantities are to be kept at site and the JF/ Architect shall be given access to such drawings or schedule of quantities whenever necessary. In case any detailed drawings/"Farma" are necessary contractor shall prepare detailed drawings/"Farma" and / or dimensional sketches there for have it confirmed by the JF /Architect prior taking up the work. The contractor shall ask in writing for all clarifications on matters occurring drawings, specifications and schedule of quantities or to additional instructions at least 7 working days ahead from the time when it is required for implementation so that the JF may be able to give decision thereon.

## **7. DEFINITIONS**

1. "The works" shall mean the work to be executed or done under this contract.
2. "Act of Insolvency" shall mean the presidency town Insolvency Act or in provincial Act or any amending status.
3. "The Bill of Quantities" is schedule of quantities shall mean the bill of quantities as specified and forming part of this contract.
4. "Priced Bill of quantities" shall mean the Bill of quantities duly priced with the accepted quoted rates of the contractors. Definitions

## **8. SCOPE**

The work consists of Interior/furnishing in accordance with the "drawings" and bill of quantities. The civil, electrical, sanitary plumbing, Interior/ furnishing works etc, within the scope of this quotation. It includes furnishing all materials, labour, tools and management necessary for and incidental to the construction and completion of work during its progress and upon completion, shall confirm to the lines, elevation and grades as shown on the drawings furnished by the JF / Architect. Should any details essential for efficient completion of the work be omitted from the drawings and specifications it shall be the responsibility of the Contractor to inform the JF/Architect and to furnish and install such detail with the JF's /Architect's concurrence, so that upon completion of the proposed work the same will be acceptable and ready for use.

## **9. CONTRACTOR SHALL VISIT THE SITE**

Intending Contractor shall visit the site and works himself thoroughly acquainted with the local site condition, nature and requirement of the works, facilities of transport conditions, effective labour and materials, access and storage for materials and removal of rubbish. The Contractor shall provide in their quotation for cost of carriage, freight and other charges as also for any special difficulties and including police restrictions for transport etc. for proper execution of the work as indicated in the drawings. The successful Contractor will not be entailed to any claim of compensation for difficulties faced or losses incurred on account of the JF or the Architect.

## **10. QUOTATIONS**

The entire set of quotation papers submitted by the Contractor should be submitted full priced and also signed on the last page together with initials on every page. Initials/signature will indicate the acceptance of quotation papers by the Contractor. The schedule of quantities shall be filled in as follows:

1. The "Rate" column to be legible filed in English Figure.

2. Amount column to be filled in for each item and the amount for each sub head as detailed in the “Bill of Quantities”.

3. All corrections are to be signed. (In case of any errors/ omission in the quoted rates,)

4. Only one rate should be quoted for each item(s). No modifications, writing or corrections can be made in the quotation papers by the Contractor. The JF reserves the right to reject the lowest or any quotation and also to discharge any or all quotations for each sections or to split up and distributed any item of work to any firm or firms, without assigning any reason. The Contractor should note that the quotation is strictly on the item rate basis and their attention is drawn to the fact that the rates for each and every item should be correct, work able and self supporting. If called upon by the JF /Architect detailed analysis of all the rates shall be submitted by the Contractor. The JF /Architect shall not be bound to recognize the contractor’s analysis. The works will be paid for as “measures work” and on the basis of progress of the work done, against the running bill provided by the contractor and not as “lump sum”. All items of work described in the bill of quantities are to be deemed and paid as complete works in all respects and details including preparatory and finishing works involved, directly related to and reasonably detectable from the drawings, specifications bill of quantities and no further extra charges will be allowed in this connection. In case of lump sum charges in the quotation in respect of any item of works, the payment of such items of work will be made for the actual work done on the basis of lump charges as will be assessed to be payable by the JF /Architect. The JF has power to add to, omit from any work as shown in the drawings or described in specifications or included in the bill of quantities and intimate the same in writing but no addition, omission or variation shall be made by the Contractor without authorization from the JF.

## **11. AGREEMENT**

The successful contractor may be required to sign agreement as may be drawn up to suit local conditions and shall pay for all stamps and legal expenses thereto.

## **12. PERMITS AND LICENCES**

Permits and licenses for release of materials which are under Government control will be arranged by the contractor. The JF will render necessary assistance, sign any form or applications that may be necessary. It may be clearly understood that no compensation or addition charges can be claimed by the contractor for non receipt of controlled materials in due time on this account or according to his own requirements. The contractor shall at his own cost arrange for storage shed adequate for taking delivery and storing, transporting etc. of all materials including those under government control are to be included by the Contractor in his

quoted rates. The JF /Architect shall be indemnified against all Government or legal actions for thefts or misuse of controlled materials in the custody of the contractor.

### **13. GOVERNMENT AND LOCAL RULES**

The contractor shall confirm to the provisions of all local Bye Laws and Acts relating to the Regulations etc. of the Government and Local Authorities. The contractor shall give all notice required by said Act, Rules, Regulations and Byelaws etc and pay all fees payable to such authority /authorities for execution of the work involved. The cost, if any shall be deemed to have been included in his quoted rates, taking into account all liabilities for licenses, fees for footpath encroachment and restorations etc. and shall indemnify the JF /Architect against such liabilities and shall defend all actions from such claims or liabilities.

### **14. TAXES AND DUTIES**

The Contractor must include in their quotation prices quoted for all duties royalties and other taxes etc. Against any other taxes or local charges applicable, no extra claim on this account will in any case be entertained. Only GST will be paid extra as per prevailing rates.

### **15. OTHER PERSONS ENGAGED BY THE JF**

The JF reserves the right to execute any part of work included in this contract or any work which is not included in this contract by other agency or persons and contractor shall all responsible facilities for the execution of such work. The main contractor shall extend all cooperation in this regard.

### **16. SECURITY DEPOSIT**

The total security deposit will be retained money for the defect liability period. The retention money i.e. the total security deposit will be refunded to the contractor within 14 days after the end of defect liability period provided he has satisfactorily carried out all the work and attended to all defects in accordance with the conditions of contract. No interest is allowed on retention money/security deposit.

### **17. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY**

The contractor shall provide everything necessary for proper execution of the work according to the intent and meaning of the drawing, schedule of quantities and specifications taken together whether the same may or may not be inferred there from and if the contractor finds any discrepancies therein, he shall not hold JF responsible for the extra expenses incurred by the contractor for hired ground or fresh water obtained from elsewhere.

The rates quoted against individual items will be inclusive of everything necessary to complete the said items of work within the contemplation of the contract and beyond the unit price no extra payment will be allowed for specific items, if any, stipulated in the quotation document.

The contractor shall supply, fix and maintain at his own cost, for the execution of any work, all tools, tackles machineries and equipments and all the necessary centering, scaffolding staging, planking, timbering, strutting, shoring pumping, fencing, barding, watching, and lighting by night as well as by day required not only for the proper execution and protection of the said work but also for the protection of public and safety of any adjacent roads, streets, walls, house, buildings all other erections, matters, and things and the contractor shall take down and remove any or all such centering, scaffolding, planking, timbering, strutting, shoring etc. as occasion shall be required or when ordered so to do and shall fully reinstate and make good all matters and things disturbed during the execution of works to the satisfaction of the JF/ Architect.

The contractor shall at all times gives access to works employed by the JF or any men employed on the building and to provide such parties with proper sufficient and if required, special scaffolding, special hoists and ladders and provide them with water and lighting and leave or make any holes, grooves etc. in any work, where directed by the JF as may be required to enable such work to lay or fix pipes, electrical writing, special fitting etc. The quoted rates of the Contractor shall include all these above-mentioned contingent works.

#### **18. PENALTY/ LIQUIDATED DAMAGES**

Should the work be not completed to the satisfaction of the JF/ Architect within the stipulated period, the contractor shall be bound to pay to the JF a sum calculated as 0.15% of tender amount per week or part thereof. Subject to a ceiling of 10%of the accepted contracted sum by way of Penalty/ liquidated damages.

#### **19. TIME OF COMPLETION, EXTENSION OF THE TIME AND PROGRESSIVE CHART**

**a) TIME OF COMPLETION:** The entire work is to be completed in all respects within stipulated period as specified. The work shall deemed to be commenced as mentioned in this tender. Time is the essence of the contractor and shall be strictly observed by the Contractor. The work shall not be considered as complete until the JF/ Architect have certified in writing that this has been completed and the Defects liability Period shall commence from the date of such certificate.

**b) EXTENSION OF TIME:** If in the opinion of the JF /Architects the works be delayed

(a) by reason of any exceptionally inclement weather or

(b) by reason of instructions from the JF in consequence of proceedings taken or threatened by or disputes, with adjoining or neighbouring client/ JFs or

(c) by the works, or delay, of other contractors or tradesman engaged or nominated by the JF and not referred to in the specification or

(d) by reason of authorized extra work and additions or

(e) by reason of any combinations of workmen or strikes or lock out affecting any of the building trades or

(f) from other causes which the JF at the Completion of the time allowed for the contract shall make fair and reasonable extension of time for completion in respect therefore in the event of the JF failing to give possession of the site upon the day specified above the time of completion shall be extended suitably.

Incase of such strikes or lock outs as are referred to above, the Contractor shall, immediately give the JF to proceed with the works and on his doings so that it will be ground of consideration by the JF to proceed with the works and on his doings so that it will be ground of consideration of the JF for an extension of time as above provided. The decision of the JF as to the period to be allowed for an extension of time for completion hereunder (which decision shall be final and binding on the contractor) shall be promulgated at the conclusion of such strike or lock outs and the JF shall then in the event of an extension being granted, determine and declare the final completion date.

The provision in clause 18 with respect to payment of liquidated damages shall, in such case, be read and constructed as if the extended date fixed by the JF were substituted for and the damage shall be deducted accordingly.

**c) PROGRESS OF WORK:** During the period of work execution of work the contractor shall maintain proportionate progress on the basis of a program chart approved by the Architect immediately before commencement of work.

## **20. TOOLS, STORAGE OF MATERIALS, PROTECTIVE WORKS AND SITE OFFICE REQUIREMENTS.**

The contractor's representative and staff shall be available at site all reasonable hours to receive instruction notices or communications. All drawings maintained on the site are to be carefully mounted on boards of appropriate size. The contractor shall provide at his own cost all artificial light required for the work and to enable other contractors to complete the work within specified time. The contractor shall not fix or place any placard or advertisement of any description or permit the same to be fixed or placed in or upon any boarding, building structure other than those approved by the JF.

## **21. PROTECTIVE MEASURES**



The contractor from time to time of being placed in possession of the site must suitable arrangements for watching, lighting, and protecting the work, the site and the surrounding property by day by night on Sunday and other holiday at his own cost. Contractor shall indemnify the JF/Architect against all possible damages to the building, roads, or members of the public in course of execution of the work. The Carpenters shall provide necessary temporary enclosures, gates, entrance etc. for protection of the work and materials and for altering and adopting the same as may be required and removing on completion of the works and making good all works at his own cost. The contractor should cover in his rate for making provisions for all reasonable facilities for the use of his scaffolding, tools and machines etc. by other contractors for their work.

## **22. NOTICE OF APPROPRIATE AUTHORITY AND OWNERS**

The contractor shall confirm to the provisions of any Acts of the Legislature relating to the work, and to the regulations and Bye Laws of the any authorities, and / or any water, lighting and other companies and /or authorities with whose systems the structures were proposed to have connection and shall before making any variation from the drawings or specifications that may be associated to so confirm, the contractor shall give the JF /Architect written notices specifying the variations proposed to be made and the reasons for making them and apply for instructions there on.

The JF/ Architect on the receipt of such intimation shall give a decision within a reasonable time. The contractor shall arrange to give all notices required for by the said Acts, Regulations Bye laws to be given to any authorities, and to pay such authority or to the public officer all fees that may be properly chargeable in respect of the work and lodge the receipts with the JF. The contractor shall indemnify the JF /architect against all claims in respect of patent rights, royalties, damages to buildings, roads or members of public in course of the work and shall defend all actions arising out from such actions, costs and expenses.

## **23. CONTRACTOR IMMEDIATELY TO REMOVE ALL OFFENSIVE MATTERS.**

All soil, filth or other matters of any offensive nature taken out of any trench, sewer, drain cesspool or other place shall not be deposited on the surface but shall be at once carted away by the contractor to place provided by him at his own cost.

## **24. ACCESS**

Any authorized representative of the JF shall at all reasonable times have free access to the works and/ or the workshop, factories or other place where materials are being prepared or manufactured constructed for the work and also to any place where the materials are lying or from where they are being obtained, and the contractor shall give facility to the JF or their

representative necessary for the inspection and examination and the test materials and workmanship. Except the representative of the JF /Architect no person shall be allowed at any time without the written permission of the JF.

## **25. MATERIALS WORKMANSHIP, SAMPLES, MOCK-UP OF ITEMS, TESTING OF MATERIALS.**

All the works specified and provide for in the specifications or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and most workman like manner with materials of the best and approved quality of the respective kinds. If required by the JF / Architect the contractors shall have to carry out tests on the materials etc. and workmanship in approved materials testing laboratories or as prescribed by the JF /Architect at his own cost to prove that the materials etc. under test confirms to the relevant IS standards or as specified in the specifications.

All the works to be carried out as per the Standard Code of Practice, Methodology and Technical Specifications laid by Bureau of Indian Standard Codes/Norms.

The necessary changes for transporting testing etc. shall have to be borne by the contractor. No extra payment on this account should in any case be entertained. Contractor at his own cost should erect mock- up of items suggested/ requested by JF /Architect during execution of work and also modify as per JF /Architects instruction. And only after finalization of the mock-up contractor should execute the work.

All the materials (except where otherwise described) stores and equipment required for the full performance of the work under the contract must be provided through normal channels and must include charge for import duties, GST and other charges and must be the best of its kind available and the contractors must be entirely responsible for the proper and efficient carrying out of the work. The work must be done in the best workman like manner.

Samples of all the materials to be used must be submitted to the JF/ Architects when so directed by the Architects and written approval from the JF /Architect must be obtained prior to placement of order.

Should the work be suspended by reason rain, strike, lock outs, or any other cause, the contractor shall take all precautions necessary for the protection of work and at his own expenses and shall make good any damage arising from any cause, all new work and supply all temporary doors, protection to windows, and any other requisite protection for the execution of the work whether by himself or special traders men or sub contractor and any damage caused must be made good by the contractor at his own expenses.

## **26. CONTRACTOR'S EMPLOYEES**

The contractor shall employ technically qualified and competent supervisors for the works who shall be available through out the working hours to receive and comply with instructions of the JF /Architects. The contractor shall employ in connection with the work persons having the appropriate skill or ability to perform efficiently. No labour below the age of Eighteen years and who is not an Indian National shall be employed on the work.

The contractor shall comply with the provisions of all labour legislations as prescribed under the law.

The contractor shall keep the JF /Architect saved harmless and indemnified against all claims if any of the workmen and it is agreed by the contractor that he shall bear all the legal expenses if any has to be incurred in future.

The contractor shall comply at his cost with the order of requirements of any Health officer of the state or any Local authority or of the JF regarding the maintenance of proper environmental sanitation of the area where the contractor's labour are housed or accommodated, for the prevention of small pox, cholera, plague, typhoid, malaria, covid and other contagious disease. The contractor shall provide, maintain, and keep in good sanitary conditions adequate sanitary accommodation and provide facilities for pure drinking water at all times for the use of men engaged on the works and shall be taken by the contractors to prevent nuisance of any kind on the workers or the lands adjoining the same.

The contractor shall arrange to provide first aid treatment to the labour engaged in the work. He shall within 24 hours of the occurrence of any accident at or about the site or in connection with execution of the works, report such accident to the JF and also to then competent authority where such is required by the law.

## **27. DAMAGE TO PERSONS AND PROPERTY ETC.**

The contractor shall be responsible for all injury to the work workmen to persons, animals and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or any sub contractor or of any of his or a sub contractor's employees.

Any such injury or damage arise from carelessness, accident or any other cause whatever in any way connected with carrying out of this contract, this clause shall be held to include inter alia, any damage to buildings whether immediately adjacent to or otherwise and any damage to roads, street's footpaths, or ways as well as damages caused to the buildings and the works forming the subject of this contract by rain, wind, other inclemency of weather.

The contractor shall indemnify the JF and hold harmless in respect of all and any expenses arising from such injury or damage any acts of compensation or damages consequent upon such claim.

The JF shall be at liberty and is hereby empowered to deduct the amount of any damages, compensation, costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any sums due or to become to the contractor.

## **28. INSURANCE**

The contractor shall insure the works at contract amount and keep them insured until the virtual completion of the contract against loss or damage by fire and /Third Party. The insurance must be placed with a company approved by the JF.

## **29. DEFECTS AFTER COMPLETION**

The contractor shall make good at his own cost and to the satisfaction of the JF all defects, shrinkage, settlements or other faults which may appear within six months after completion of the work. In default the JF may employ and other persons to amend and make good such damages, losses and expenses consequent thereon or incidental there to shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the JF or may be deducted by the JF in lies of such amending such works and in the event of the amount retained being insufficient recover that balance from the contractor from any amount retained by the JF together with any expenses the JF may have incurred in connection therewith.

## **30. CONCEALED WORK**

The contractor shall give due notice to the JF /Architect whenever any work is to be buried in the earth, concrete or in the bodies of walls, above false ceiling, concealed in conduits behind paneling or otherwise becoming inaccessible later on, in order that the work may be inspected and correct dimensions taken before such burial in default whereof the same shall at the opinion of the JF/ Architect be either opened up for measurement at the contractor's cost and no payment may be made for such materials. Should any dispute or differences arise after the execution of any work as to measurements etc or other matters, which cannot be conveniently tested or checked, the notes of the JF/ Architects shall be accepted as correct and binding on the contractor.

## **31. SUSPENSION**

If the contractor except on account of any legal restraints upon the JF preventing the continuance of the work or in the opinion of the JF shall neglect or fail to proceed with due diligence in the performance of his part of the contract or if he shall more than once make

default, the JF shall have the power to give notice in writing to the contractor requiring the work to be proceeded within a reasonable manner and with reasonable dispatch, such notice purport to be a notice under this clause. After such notice shall have been given the contractor shall not be at liberty to remove from the site of the works or from any ground contiguous thereto any plant or materials to subsist from the date of such notice being given until the notice shall have been complied with. If the contractor fails to start work within seven days after such notice shall have been given to proceed with the works as therein prescribed, the JF may proceed as provided in the following clause (termination of Contract by JF)

### **32. TERMINATION OF CONTRACT BY THE JF**

If the contractor

- a) at any time makes default in proceeding with the works with due negligence and continues to do so after a notice in writing of 7 days from the Architect; or
- b) commits default in complying with any of the terms and conditions of contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Architect; or
- c) fails to complete the works or items of work with individual dates of completion on or before the date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Architect ; or
- d) assigns, transfers, sublets or attempts to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the JF, the JF may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to the JF, by written notice, cancel the contract as a whole or only such items of work in default from the Contract.

The JF 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.

On cancellation of the contract the Architect shall determine what amount, if any, is recoverable from the contractor for completion of works or part of the works or in case the works or part of the works is not completed; the loss or damage suffered by the JF.

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 material taken over and incorporated in the work and use to tackle and machinery belonging to the contractor. Any excess expenditure incurred or to be incurred by the JF in completing the works or part of the works or the excess loss or damages suffered or may be suffered by the JF as after allowing

such credit shall be recovered from any money due to the sub-contractor on any account and if such money are not sufficient the contractor shall be called upon in writing to pay the same within 30 days.

If the contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Architect shall have the right to sell any or all the contractors unused materials, constructional plant, implements, 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 shall be recovered in accordance with the provisions of the contract. Any sums in excess of the amounts due to the JF and unsold materials, constructional plant, etc., shall be returned to the contractor, provided always that if cost or anticipated cost of completion by the JF 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.

## **G. SPECIAL CONDITIONS**

### **1. RATE ONLY ITEMS, EXTRA ITEMS AND QUANTITIES EXCEEDING THE QUOTED QUANTITIES:**

For all the above- mentioned items a variation order (regarding specifications, quantities and rates) signed by the Architect/JF's Representative has to be immediately obtain before procurement and execution. No payments will be entertained without the written variation Order signed by Architect/JF. The onus shall be on the Contractor to obtain such prior written variation order from the Architect/JF's Representative.

2. The JF/Architect has a right to alter the nature of work and to add or omit any items of work or to have the option of the same carried out without prejudice to this contract.

### **3. WORK TO BE CARRIED OUT BY LICENSED PERSONS/ FIRM**

Any special service installations included in the scope of the Work, shall only be carried out by technically competent person holding valid licenses. The contractor shall not without the written consent of JF/ Architects assign the agreement or sublet any portion of works.

### **4. REFERENCE DRAWINGS**

The Contractor shall maintain on the Site one set of all the Drawings issued to him for reference.

### **5. TESTING OF INSTALLATIONS**

All installation shall be tested as specified, in the presence of the architect. The Contractor shall also perform all such tests as may be necessary and required by the local authorities to meet Municipal and other byelaws, regulations in force. The Contractor shall provide all labour, equipment, and materials etc., required for the performance of the tests.

### **6. SITE INFORMATION**

All information, levels and dimension given in the quotation drawings relating to site conditions are given in good faith; the contractor shall, however, make his own independent inquiries and verify the same. Any claims for extras on account of any deviations or incorrectness of above referred information, levels etc., shall be considered as inadmissible.

### **7. SITE INSTRUCTION FILE**

The Contractor shall maintain a Site instruction file or Triplicate book at the Site office. All instruction received from the Architect and the JFs Representative relating to the Work shall be retained in the file.

## **8. PHOTOGRAPHS**

Besides submitting progress charts, reports, etc., the Contractor shall submit progress photographs as directed by Architect/ JF.

## **9. PROFESSIONAL INTEGRITY AND TEAM SPIRIT**

It is the intent of JF and the Architect that this Project will be executed in a spirit of teamwork and full professional integrity. The Contractor shall fully co- operate with all agencies concerned to fulfill this objective.

## **10. QUALITY ASSURANCE AND CONTROL PROGRAMME**

The Contractor shall establish an effective quality control system at the site and implement the same through an independent team consisting of the Contractor's Representative and qualified and experienced engineers and technical personnel to enforce quality control on all items of the Work and the Project at all stages.

## **11. FIRE PRECAUTIONS**

The Contractor shall take all precautions and preventive measures against fire hazards at the site and shall assume full responsibility for the same.

## **12. DRILLING, CUTTING ETC**

All cutting and drilling of walls or other elements of the building for the proper entry/installation of inserts, boxes, equipment, etc. shall be carried out using electrically operated tools only. Manual drilling, cutting , chiseling, etc. shall not be permitted. No structural beams/columns shall be cut or chased without the written permission of the Architect/JF. The Costs for procurement and using such equipment are deemed to be included in the Contract and no extra costs will be paid.

## **13.BILLING**

The contractor shall submit the bills for payments showing the actual works carried out different heads of items.

The contractor should mention details of net payments received till the bill date. Each bill / Invoice should be as per various applicable tax regulation and should also have all applicable tax registration numbers.

Each invoice / bill should be submitted in hard and soft copies in duplicate to the architect.

## **14.INSURANCE**

The contractor shall ensure that workmen employed by him for execution of work are suitably covered against Workmen Compensation Act and that all liabilities arising out of workmen Compensation Act, ESIC and other legislative enactment applicable to such works and workmen shall be to the Contractor's account.



**15.** Wherever required, the JF/Architect shall instruct for supply of items if erection of mock up, as the case may be, and upon approval of the same, the items shall be fabricated and completed by the Contractor (with or without modifications as the Architect shall instruct). No extra amount will be paid regard shall be final and binding.

**16.** In case the local authorities such as municipal office raise objections about debris disposal etc. the contractors shall solve the matter at their end, without involving or putting financial liability on the JF.

**17.** Figured dimensions are in all cases to be followed and in no case should they be scaled. Large scale details take precedence over small scale drawings. In case of any ambiguity, conflict of interpretation, generally the provisions giving more vigorous interpretation shall prevail and the Architect decision in this regard shall be final and binding.

**18.** The Architect will not certify any application for payment to any contractor if there are:

- Defective items of work still uncorrected.
- Any claims or liens filed against the contractor for failure to pay materials, labour on sub-contract amount due or reasonable evidence that indicates probable filing of such claims.
- Damage to another contractor.

When the works are complete in all respect, the contractor shall intimate in writing to the Architect and the JF to enable the JF to take the possession of the same. The work shall not be considered virtually complete until the JF and the Architect have jointly inspected the work and certified in writing that this has been completed.

## **19. QUANTITY OF WORK TO BE EXECUTED**

The quantities shown in bill of quantities are intended to cover the entire work indicated in the drawings but JF reserves the right to execute only a part or the whole or any excess there of without assigning any reason therefore.

## **20. DATUM**

All levels shown in the drawings are to be strictly adhered to subject to final Confirmation by the JF/ Architect.

## **21. CLEARING SITE AND SETTING OUT WORKS**

The contractors shall set the works and shall be responsible for the true and perfect setting out of the work and for the correctness of the positions, levels, dimensions and alignments of all parts thereof. If at any time, any error shall appear during execution of any part of the work, the contractor shall at his own expenses rectify such error to the satisfaction of the JF /Architect. The contractor shall further set out works to the alternative positions at the site until one is

finally approved and the rates quoted in his quotation should include for this and nothing on this account will be entertained.

## **22. REMOVAL OF IMPROPER WORK**

The JF shall during the progress of the work have to order in writing time to time the removal from the work within such reasonable time to time as may be specified in the order of any materials which in the opinion of the JF/Architect are not in accordance with specifications or instruction, the substitution or proper re-execution of any work executed with materials or workmanship not in accordance with the drawings and specification or instructions. In case the contractor refuses to comply with the order the JF shall have the power to employ and other agency to carry out then work and all expenses consequent thereon or incidental thereto as certified by the JF/ Architect shall be borne by the contractor or may be deducted from any money due to the contractor from his liability in respect of unsound work and bad materials. No certificate which may be given by the Architect shall relieve the contractor from his liability in respect of unsound work or bad materials.

## **23. MEASUREMENTS**

Before taking any measurements of any work the JF/ Architect shall give notice to the contractor. If the contractor fails to attend at the measurements after such notice or fails countersign or to record difference within a week from the date of measurements taken by the JF /Architect's is final and binding on the contractor and the contractor shall have no right to dispute the same.

## **24. FINAL PAYMENT**

The final bill shall be accompanied by a certificate of completion from the Architects and shall be accordingly. The Retention money/Security Deposit as specified elsewhere in these conditions, which sum shall be refunded after the completion of the Defect Liability Period after receiving the JF's/ Architects Certificates that the contractor has rectified all defects to the satisfaction of the JF/ Architect. The acceptance of payment of the final bill by the contractor would indicate that he will have no further claim in respect of the work executed.

## **25. PREPARATION OF WORKS FOR OCCUPATION AND USE ON COMPLETION**

The whole of the work will be thoroughly inspected by the contractor and deficiencies and defects put right. On completion the contractor shall inform the JF /Architect that he has completed the work and it is ready for inspection. On completion the contractor shall clean all windows and doors including the clearing and oiling if necessary, of all hardware inside and outside all floors, staircase and every part of the Premises. He will leave the entire Premises/

furniture neat and ready for immediate occupation/ use and to the satisfaction of the Architect /JF.

## **26. CLEANING OF SITE**

On completion of the works the contractor shall away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the works clean and in workmanlike conditions to the satisfaction of the JF /Architect. The contractor should clean site for be debris and other waste material on daily basis and keep the environment healthy, no extra payment will be made on that account.

## **27. ESCALATION**

The rate quoted shall be firm throughout the tenure of contractors (including extension of time, any granted) and will not be subject to any fluctuation due to increase in cost materials, labour, taxes, octroi, or any other new taxes, levies etc. except GST.