

With respect to the below, the date of the opening of the tender has been extended from 17th Sep 08, 4.00 pm to 22nd Sep 08, 4.00 pm. Tenderers who have already submitted the tender may re-submit the same.

**CONSTRUCTION AND ADDITION ALTERATION WORKS AT R.K.KHANNA
TENNIS STADIUM FOR THE COMMONWEALTH GAMES 2010 –
STRUCTURAL STRENGTHENING AND WATER PROOFING WORKS.**

NOTICE INVITING TENDER

1. Item rate tenders are invited on behalf of the All India Tennis Association from experienced contractors preferably registered with CPWD/DDA/MCD etc. for the work of structural strengthening and water proofing at R.K.Khanna Tennis Stadium, 1, Africa Avenue Road, New Delhi.
 - 1.1 The work is estimated to cost Rs. 25 lakh. This estimate, however, is given merely as a rough guide. The scope of work maybe increased during the construction period and the contractor will be informed about the increase in quantities if any.
2. Agreement shall be drawn with the successful tenderer on prescribed Form. Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of agreement.
3. The time allowed for carrying out the work will be 3 months from the day after the date of written orders to commence the work or from the first date of handling over of the site, whichever is later in, in accordance with the phasing, if any, indicated in the tender documents.
4. The site for the work shall be made available in parts as specified below:
 1. East Block Centre Court on award of work.
 2. North Block of Centre Court within 30 Days of award of work.

3. Other Areas Owing to the multitude of construction activities which are ongoing on site since this is a Commonwealth Games 2010 project, there may an occurrence where work areas may not be awarded in continuity. Hence contractor's rates should be valid for a period of 12 months even though the actual time frame mentioned is 3 months.

5. Issue of tender forms will be stopped on 10.09.2008.

Tender documents consisting of prequalification documents, plans, specifications, the schedule of quantities of work to be done and the set of terms and conditions of contract to be completed with by the contractor whose tender may be accepted and other necessary documents can be seen in the office of the A.I.T.A. between hours of 11.00A.M. & 0.4.00 P.M. everyday except on Sundays and Public Holidays. Tender documents, excluding standard form, will be issued from this office, during the hours specified above, on payment of Rs. 2,000/- in cash. In case the documents have been downloaded from the website, then demand draft of Rs. 2000/- form a nationalized bank shall be issued in favor of "All India Tennis Association Commonwealth Games" in a separate sealed envelope labeled " SCRUTINY FEES – NAME OF BIDDER"

6. Tenders, which should always be placed in main sealed envelope, with the name of work – "WATERPROOFING AND STRUCTURAL STRENGTHENING WORK FOR AITA COMMONONWEALTH GAMES 2010" written on the envelopes, will be received by the A.I.T.A. upto 3.00P.M. on 11.09.2008 and will be opened by them or their authorized representative in their office on the same day at 4:00 P.M. The main envelop shall have two sealed envelopes inside with labels – "TECHNICAL BID – NAME OF BIDDER" and "FINANCIAL BID – NAME OF BIDDER" . Further, the earnest money shall be submitted in the format given in subhead 7 below.

7. The tender shall be accompanied by earnest money, of Rs. 50,000.00 in the shape of crossed D.D. of a Nationalised Bank issued in favour of All India Tennis Association Commonwealth Games the amount being credited to All India Tennis Association. The Earnest money deposit of the successful tenderers to be converted

into the Security deposit. In respect of the unsuccessful tenderers, the same shall be refunded/ returned after completion of process of award of work as decided by AITA.

The Earnest Money deposit shall be in a separate envelope with the title “Earnest Money Deposit for Waterproofing and structural strengthening work of A.I.T.A. Commonwealth Games Project – Name of Bidder”. Tenders without Earnest Money Deposit shall be summarily rejected.

8. All the Rates/Amount to be mentioned in words and figures.
9. The A.I.T.A. does not bind itself to accept the lowest or any other tender, and reserves its right to reject any or all of the tenders received without the assignment of a reason.
All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
10. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
11. The A.I.T.A. reserves the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
12. The tender for the works shall remain open for acceptance for a period of ninety days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to the A.I.T.A. department, then the A.I.T.A. shall, without prejudice to any other right or remedy, be at liberty to forfeit 100% of the said earnest money as aforesaid.
13. This Notice Inviting Tender shall form a part of the contract document. The successful tenderer/ contractor, on acceptance of his tender by the A.I.T.A., shall,

within 7 days from the stipulated date of start of the work sign the contract consisting of:

(a) The notice inviting tender, all the documents including additional conditions, specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto etc.

14. The written agreement to be entered into between the contractor and the A.I.T.A. shall be the foundation of the rights of both the parties and contract shall not be deemed to be complete until the agreement has first been signed by the Contractor and then by the proper officer authorized by A.I.T.A. to enter into the contract on behalf of the A.I.T.A..
15. Tender schedule shall not be transferable.
16. The contractors may submit the tenders during working hours on any working day from the date of publishing the tender notice up to the last date and time for receipt of tenders indicated. Tenders may be submitted by the contractor either in person or through any agent or by post. In case of submission tenders by post, the risk and responsibility for either loss and delays in transit of the same is to be borne by the contractor and the tender opening authority will not consider any tender received by him after the expiry of time and date fixed for receipt of tender.
17. At the time of collecting the tender from All India Tennis Association, the contractor or his authorized representative must bring proof of their identity or letter of authorization that they are a part of the tenderer firm.
18. The tenderers or their agents are expected to be present at the time of opening of the tenders. The tenders receiving officer/designated person of A.I.T.A. will on opening each tender prepare a statement of the attested and unattested corrections in the presence of tenderers. If any of the tenderer or their agents find it inconvenient to be present at the time then in such case the tender receiving officer will, on opening the tender of the absentee tenderer, make out statement of the unattested corrections and

communicate it to him. The absentee tenderer shall then accept the statement of the corrections without any question whatsoever.

19. The contractor has to make his own arrangement for procurement, supply and use of all constituent materials including waterproofing chemicals, cement, scaffolding materials etc.
20. Tender not submitted in proper form or in due time will be rejected, alterations which are made by the tenderer in the tender schedule, the conditions of the contract, the drawings, specifications accompanying the same will not be entertained and if any such alterations are made the tenders will be rejected.
21. The contractor will not be entitled to claim any interest on arrears which he may be getting on the final settlement of accounts.
22. The description of the work is as follows:

Construction and addition – alteration of tennis facilities at R.K. Khanna Tennis Stadium- Waterproofing and structural strengthening works.

Copies of other drawings and documents pertaining to the works will be open for inspection by the tenderers at the office of the All India Tennis Association

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders, the accommodation they may require and in general shall themselves obtain all items which influence or affect 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 tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by 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 and plant, etc. will be

issued to him by the All India Tennis Association/Government and local conditions and other factors having a bearing on the execution of the work.

23. The following rate of progress will be required to be maintained by the contractor as a minimum. The date of commencement of this work is the date of signing the letter of intent. Contractor may give a separate time schedule for the completion of the whole work and the consideration will be given for accelerated programs it is imperative that the work progress well ahead of the time of progress given below.

Percentage of work to be completed based on the contract lump sum amount within a period of 3 months is as follows

25 % of the contract value	within 3/4 Months
50 % of the contract value	within 1 and 1/2 Months
75 % of the contract value	within 2 and 1/4 Months
100 % of the contract value	within 3 Months or as per award of site by AITA

The time period stands to be modified proportionately as per the increase or decrease in project cost.

24. Additions and alterations in schedules or conditions will disqualify the tender.
25. The contractors should procure required materials from the choice as per the specifications mentioned in the tender schedules.
28. Detailed program in terms of collection of necessary materials & Labour and in terms of finished items of work, the confirmation of the above rate of progress shall be prepared and got approved by the A.I.T.A which shall be strictly adhered to.
29. In case of ambiguity in regard to conditions and qualification criteria and other related matters if any with the Tenders the decision taken by the A.I.T.A. Committee shall be final.

30. The tenderer should inspect the site & check up the possible water sources for carrying out throughout the year, monsoons or non- monsoons irrespective of the quantum of rainfall and quote their offer accordingly. No subsequent claims for extra water/electricity leads will be entertained under any circumstances.

31. **RIGHT TO OMIT OR ADD ONE OR MORE ITEMS.**

The A.I.T.A. shall have the right to omit or add one or more items put in the tender either before or after an agreement for the work is entered into. In order to comply with the latest requirements of the Organising Committee, local development control bodies, site conditions, certain variations in the execution of items may be warranted.

32. **PERSONNEL OF CONTRACTOR**

32.1 Employment of technical personnel shall be with reference to the estimate cost of work put to tender.

32.2 The appointment of technical staff shall be on full time basis and they shall be available at work on Site whenever required by the Engineer-in-charge of the work to take instruction. In case of failure of the contractor to employ the technical staff as above, recovery shall be made from his bills for such periods when the staff is not actually present as assessed by the Project Manager/Architect.

The Architect/Project Engineer is the sole judge (a) to decide whether qualified technical staff is actually supervising the work and (b) to decide the actual period of absence of such staff which requires the above recovery to be enforced and his decision is final and binding on the contractor.

33. If due to any reason the office happens to remain closed on the last date for receipt of tenders, as specified the tenders will be received on the next working day at the same time and venue and the tenders will be opened on the next working day to the day specified.

34. Keeping in view the national importance of Commonwealth Games, the successful bidder shall ensure following security measure besides whatever is mentioned in the General Conditions of contract :
- a. Police verification of all the workers at the site.
 - b. Single access point at the site.
 - c. Complete details of the labor force working at the site, including permanent address.

Signature of Director – Operations
For and on behalf of All India Tennis Association

APPENDIX I

SCHEDULE OF FISCAL ASPECTS

- | | | | |
|----|--|---|--|
| 1. | Entry to site | : | On award of work and acceptance by the contractor. |
| 2. | Time of Completion | : | 3(Three) Months from date of award of Contract. |
| 3. | Payments to the Contractor | : | Within 15 (Fifteen) days from the date on which the certificate of payment is issued by the Architect |
| 4. | Minimum period for submission of interim bills | : | 15 (Fifteen) days |
| 4a | Minimum Amount of bill | : | Rs. 9, 00,000.00 (Rupees Nine lacs only.) |
| 5 | Retention Money on interim bill | : | 5% (Five percent) of value of interim bills |
| 6. | Period for submitting final bill | : | Within 30 (Thirty) days of virtual completion of work. |
| 7. | Release of retention money | : | After the expiry of defects liability period, against the submission of performance certificate valid for 20 days as |

- acceptable to the client.
8. Defects liability period : 12 (Twelve) months from the date of virtual completion certificate – Along with warranty
 9. Escalation : No escalation
 10. Taxes : Shall be on contractor's account. Service tax shall be paid by owner as applicable. No escalation will be allowed. Suitable deductions/recoveries like Work Contracts Tax will be made as per Government of India regulations. The contractor should produce Tax Identification Number (TIN) and Permanent Account Number (PAN) obtain from Commercial Tax Department while concluding the agreement.
 11. ESI & PF obligation for workman : Copies of latest challans to be enclosed with the running bills. In case any liability accrues to the owner as the Principal employer, the same shall be reimbursed by the contractor to the Owner.
 12. Future Levies : Since it is a short period contract, no reimbursement shall be made for the future levies, which may be imposed by the legislation during the contract period.
 13. Liquidated Damages : 0.05 % of total contract value per day of delay inclusive of Sundays & Holidays above year of and date of certified completion of works subject to a maximum 10% contract value of the delayed work.

**GENERAL CONDITIONS
OF
CONTRACT**

**Work
For
R.K.KHANNA TENNIS STADIUM
AT
1, AFRICA AVENUE,
OPPOSITE SECTOR-2, R.K.PURAM,
NEW DELHI-29**

**Architects:
M/S S.G.LAKHANPAL ASSOCIATES
G-45A, PALAM VIHAR,
GURGAON**

INDEX

S. NO	SECTIONS
1.	DEFINITIONS
2.	THE OWNER, CONTRACTOR AND THE ARCHITECT
3.	SCOPE AND INTENT
4.	SITE
5.	TYPE OF CONTRACT
6.	LICENSES AND PERMITS
7.	ROYALTIES AND PATENT RIGHTS
8.	INSURANCE
9.	SEPARATE CONTRACTS
10.	TAXES
11.	NOTICES AND FEES
12.	WATER AND POWER FOR CONSTRUCTION
13.	OVERTIME
14.	TIME OF COMPLETION
15.	DELAYS
16.	LIQUIDATED DAMAGES
17.	LABOUR REGULATIONS
18.	ESI AND PF OBLIGATIONS
19.	CONTRACTOR'S SITE ORGANISATION AND EQUIPMENT
20.	SUB-CONTRACTORS
21.	ASSIGNMENT AND SUBLETTING
22.	COORDINATION OF WORK
23.	PROGRESS PAYMENT
24.	PRICE ADJUSTMENTS
25.	EXTRAS AND VARIATIONS
26.	WITHHOLDING OF PAYMENTS
27.	MATERIALS AND WORKMANSHIP
28.	DEDUCTIONS FOR UNCORRECTED WORK
29.	CORRECTION OF WORK BEFORE VIRTUAL COMPLETION OF WORK
30.	VIRTUAL COMPLETION
31.	DEFECTS
32.	GUARANTEE
33.	SETTING OUT
34.	DRAWINGS SPECIFICATIONS ETC.
35.	SAMPLES AND SHOP DRAWINGS
36.	PROGRAM CHART
37.	COVERING UP
38.	METHODS OF MEASUREMENT
39.	TOLERANCES
40.	ARCHITECT'S STATUS AND DECISIONS
41.	BUREAU OF INDIAN STANDARDS
42.	PROTECTION AND CLEANING
43.	FORCE MAJEURE

- 44. TERMINATION OF THE CONTRACT BY THE OWNER**
- 45. TERMINATION OF THE CONTRACT BY THE CONTRACTOR**
- 46. ENTRY TO SITE**
- 47. INDEMNITY**
- 48. SETTLEMENT OF DISPUTES**
- 49. JURISDICTION / ARBITRATION**

These general conditions of contract are to be read along with the general conditions of contract of the C.P.W.D. In case of any discrepancy, the more stringent condition shall apply. In case of an additional clauses mentioned in one document but not mentioned in the other then the incorporation of the relevant clause to be followed shall be decided by the Architect.

1. DEFINITIONS

1.1 CONTRACT:

The 'Contract' shall mean the Agreement between the Owner and the Contractor for the execution of the works and the contract documents consist of the Agreement, the General Conditions of Contract, Special Conditions of Contract, Specifications, Schedule of Quantities, Work Order, the Drawings and instructions issued from time to time by the Architect, and relevant correspondence including all modifications thereof incorporated in the documents before their execution.

1.2 SUB-CONTRACTOR:

The term sub contractor, includes those who have entered into a direct contract with the Contractor and who furnishes material worked to a special design as called for in the

contract documents but does not include those who merely furnish materials not so worked.

1.3 NOMINATED SUB-CONTRACTOR

Nominated sub-contractor refers to those specialists, tradesmen, and others, nominated by the Architect/ Owner for executing special works or supplying special equipment or materials, for which provisional sums are included in the contracts. Such agencies shall be deemed to have been employed by the contractor.

1.4 THE WORKS

“The Works” shall mean the works in respect of which the tender submitted by the Contractor has been accepted by the Owner and which are set out in the conditions of Contract, Specifications, Schedule of Quantities and Drawings and including all additions, substitutions and variations ordered by the Architect.

1.5 WORK:

The term “Work” of the Contractor or Sub-contractor includes labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in full and entire execution and completion of the works. The description given in the Schedule of Quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position, water, power and all other labours necessary in and for the full and entire execution and completion of the work in accordance with good practice and recognized principles.

1.6 VIRTUAL COMPLETION

“Virtual Completion Certificate” shall mean the Certificate to be issued by the Architect when the “works”, according to the Architect, have been completed in every respect in conformity with the Contract Documents and are ready and fit for occupation/ commissioning.

The “Final Certificate” in relation to the work shall mean the Certificate regarding satisfactory compliance of the various provisions of the Contract, to be issued by the Architect after the period of Defects Liability is over.

1.7 WORKING DAY:

“Working Day” shall mean any day from Monday to Saturday (both days inclusive) excluding all Public Holidays as notified by the Central Government.

1.8 NORMAL WORKING HOURS:

Normal working hours shall mean eight (8) hours per working day. The specific timing would vary depending upon the season.

1.9 THE SITE:

“The Site” shall mean the site of the works including any building and structures thereon and any other land allotted by the Owner for the Contractor’s use:

R.K.KHANNA TENNIS STADIUM
1 Africa Avenue, Opposite Sector-2,
R.K.Puram, New Delhi-29

2. THE OWNER AND THE ARCHITECT

The Owner, the Contractor and the Architect are those mentioned as such in the Agreement and shall include their legal representative/s, assign/s or successor/s. They are treated throughout the contract documents as if each were of the singular number and masculine gender:

	R.K.KHANNA TENNIS STADIUM	S.G. LAKHANPAL ASSOCIATES
Address	1 Africa Avenue, Opposite Sector-2, R.K.Puram, New Delhi-29	G-45A, Palam Vihar, Gurgaon
Contact Person	the authorized representatives of M/s ALL INDIA TENNIS ASSOCIATION	the authorized representatives of M/s S.G.Lakhanpal Associates
Telephone	011-26176283 / 84 / 85/26179062	95124-4073654/ 55
Fax	011-26173159 / 26175422	95124-4073448
Email	amarbir@aitatennis.com	sglakhanpal@yahoo.co.in

3. SCOPE AND INTENT

3.1 SCOPE:

The general character and the scope of the work is illustrated and defined by the signed Contract Documents herewith attached.

3.2 EXTENT:

The contractor shall carry out and complete the said work in every respect in accordance with the contract, and with the directions of and to the satisfaction of the Owner.

3.3 INTENT

The contract documents are complimentary, and what is called for by any one shall be binding as if called for by all. The intention of the documents is to include all labour and materials, equipment and transportation necessary for the proper execution of the work (excepting those materials and equipment listed separately which are to be supplied by the Owner). Materials of Work described in words which so applied have a well known technical or trade meaning shall be held to refer to such recognized standards as applicable.

Wherever it is mentioned in the Documents that the Contractor shall perform certain work or provide certain facilities, it is understood that the Contractor shall do so at his cost.

3.4 OWNER'S/ARCHITECT'S INSTRUCTIONS:

The Owner, through their Project Manager or the Architect, may, from time to time issue further supplementary drawings and/or written instructions, details and directions and explanations which are collectively referred to as Owner's Instructions. The contractor shall forthwith comply with and duly execute works comprised in such Owner's instructions provided always that verbal instruction directions and explanations given to the contractor or his work's representative by the Owner shall if involving a variation, be confirmed in writing.

3.5 VARIATIONS

The Owner reserves the right to increase or decrease the scope of work on any or all items or change the nature or work involved in any or all items of the contract. The contractor shall have no claim for loss of anticipated profits or for any other reason whatsoever on account of any variations.

3.6 ITEMS OF WORK FOR COMPLETION

The tenderer is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the quantities and rates. Schedule of instructions in respect of such additional items and their quantities will be issued in writing by the Owner.

4. SITE

4.1 CONTRACTOR TO SATISFY HIMSELF ABOUT SITE CONDITIONS

Before tendering the contractor shall visit the site and satisfy himself about the site conditions. He will examine the site and take note of existing roads and other means of communication, the correct dimensions of the work and facilities for obtaining the special articles called for in the contract documents and shall obtain his own information on all matters affecting the continuation and progress of the works. **No extra claim made in consequence of any misunderstanding or incorrect information of any of these points or on the grounds of insufficient description, will be allowed.** Should the contractor after visiting the site, find any discrepancies, omissions, ambiguities or conflicts in or among the contract documents or to be in doubt as to their meaning he shall bring the question to the Owner's attention, prior to quoting

4.2 TREASURES, ANTIQUITIES - PROPERTY OF OWNER:

All fossils, antiquities and other objects of interest or value which may be found on the site or in excavating the same during the progress of the work shall become the property of the Owner. The contractor shall carefully take out and preserve all such objects and shall immediately or as soon as conveniently after the discovery of such articles, deliver the same into the possession of the Owner unclean and as excavated.

5. TYPE OF CONTRACT

The Contract shall be an item rate contract. The contractor shall be paid at the contract rates, for the actual quantity of work carried out by him as measured, in accordance with the contract documents.

5.1 SCHEDULE OF QUANTITIES:

The quantities given in the Schedule of Quantities are provisional and are meant to indicate the intent of the work and provide a uniform basis for tendering. The contractor shall be paid for the actual quantity of work executed by him in accordance with the contract documents at the contract rates. The Owner reserves the right to increase or decrease any of the quantities or to totally omit any items of work either before or after an agreement for the work is entered into and the contractor shall not claim any extra or damages on these

grounds. Any error in description or in quantity or omission of item in the Schedule of Quantities shall not vitiate this contract but shall be deemed to be a variation required by the Owner.

5.2 CONTRACT AGREEMENT

The selected contractor shall enter into a formal Agreement with the Owner for the execution of works in the format prescribed by the Architect.

6. LICENSES AND PERMITS

License and permits for all materials under Government control shall be obtained by the contractor directly. The Owner may assist the contractor in this respect to the extent possible. The contractor shall include in his tender all transport charges and other expenses that may be incurred in this connection.

7. ROYALTIES AND PATENT RIGHTS

All royalties or other sums payable in respect of the supply and use in carrying out the works as described by or referred to in the contract drawings, the contract specifications and the Contract Schedule of Quantities of any patented articles, processes or inventions shall be deemed to have been included in the contract sum, and the contractor shall indemnify the Owner against all claims, proceedings, damages, costs and expenses which may be brought or made against the Owner or to which he may be put by reason of the Contractor infringing or being held to have infringed any patent rights to any such articles, processes and inventions. Provided that where, in compliance with Owner's instructions the contractor shall supply and use in carrying out the works any patented articles, processes or inventions, the contractor shall not be liable in respect of any infringement or alleged infringement of any patent rights in relations to any such articles, processes or inventions and all royalties, damages or other moneys which the contractor may be liable to pay to the persons entitled to such patent rights shall be added to the contract sum.

8. INSURANCE

8.1 INSURANCE POLICIES

Before commencing the execution of works, the contractor, without limiting his obligations and responsibilities under this contract, shall insure at his own expense against his liability for any material or physical damage, loss or injury which may occur to any property, including that of the Owner or to any person including any employee of the Owner or a

member of the general public, by or arising out of the execution of the works or in carrying out of the contract. Unless otherwise stipulated elsewhere in this contract, it shall be obligatory for the contractor to obtain the insurance cover under the following policies:-

- A) Contractor's All Risks Insurance Policy to cover the following.
 - i. Entire contract value including cost of materials supplied by the Owner, if any, for the period of completion including defects liability period.
 - ii. Third party insurance to cover for any damages to third party. This shall be up to the period of completion of work only.
- B) Policy to cover contractor's liability under Workmen's Compensation Act 1923, Minimum Wages Act 1948, Contract Labour (Regulation and Abolition) Act 1970 and other relevant Acts listed elsewhere. This shall be for the period of completion of work.
- C) Insurance cover against damage, theft, fire or any other loss of all materials and equipment brought to site for which advance payment is claimed - limit of liability not less than the value of such materials at any stage of the contract.

The contractor shall insure against all such liabilities and shall continue such insurance during the whole of the time when any persons employed by him are on the works. Premium for all insurance policies shall be paid by the contractor and shall NOT be reimbursable.

The contractor shall produce to the Owner all certificates of Insurance. These certificates shall be fully executed and shall state that the policies cannot be canceled until ten (10) days after written notice of such cancellation has been given to the Owner.

The contractor shall obtain written certificates of similar certificates from all sub-contractors and thereby assume responsibility for any claims or losses to the Owner resulting from failure of any of the sub-contractors to obtain adequate insurance protection in connection with their work.

The contractor shall provide in the names of the A.I.T.A. and insurance cover from the start date up to the end of the defects liability period i.e.12 months for original works and maintenance works in the amounts and deductions stated in the contract data for the following events which are due to the contractor's risk.

- a) Loss or damage to the works, plant and materials
- b) Loss or damage to the Equipment
- c) Loss or damage of property (except the works plant, materials and equipment) in connection with the contract and

d) Personal injury or death.

8.2 Polices and certificates for insurance shall be delivered by the contractor to the A.I.T.A. before the start date. All such insurance shall provide for compensation to be payable in all types of proportions of currencies required to rectify the loss or damage incurred.

8.3 If the contractor does not provide any of the policies and certificates required, the A.I.T.A. may affect the insurance which the contractor should have provided and recover the premium the A.I.T.A. had paid from payment otherwise due to the contractor or, if no payment is due, the payment of the premiums shall be debt due.

8.4 Alterations to the terms of an insurance policy shall not be made without the approval of the A.I.T.A. The Beneficiary of the Policy is A.I.T.A. The A.I.T.A. reserves the right to make ay changes in the policy as per its terms and condition.

8.2 FAILURE TO INSURE

If the contractor fails to comply with the terms of this condition, the Owner may effect the Insurance and deduct the expenses from any moneys that may be or become payable to the contractor or may, at his option, refuse payment of any certificate to the contractor until the contractor complies with this condition.

8.3 NO LIMIT TO LIABILITY

In addition to the liability imposed by law upon the contractor for injury (including death) to persons or damage to property by reason of the negligence of the contractor or his agents, which liability is not impaired or otherwise affected hereby, the contractor hereby assumes liability for and agrees to save the Owner harmless and indemnifies him from every expense, liability or payment by reason of any injury (including death) to persons or damage to property suffered through any act or omission of the contractor, or any of his sub-contractors, or any person directly or indirectly employed by any of them or from the conditions of the premises or any part of the premises which is in the control of the contractor or any of his sub-contractors, or any one directly or indirectly employed by either of them, or arising in any way from the work called for by this contract.

9. SEPARATE CONTRACTS

The Owner reserves the right to let other contracts in connection with the work. The contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and

coordinate his work and theirs. If any part of the contractor's work depends for proper execution or results upon the work of any other contractor, the contractor shall inspect and promptly report to the Owner/Architect any defects in such work that render it unsuitable for such proper execution and results. His failure to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of his work, except as to the defects which may develop in the other contractor's work after the execution of the work.

10. TAXES

The contractor shall include in his rates for the various items, the amount of sales tax, octroi, duties and any other taxes or levies legally payable on materials and equipment forming part of the works. Works Contract Tax will be recovered by the Owner, on presentation of challans certifying credit to Government Account. Only Service Tax will be paid by the Owner.

It shall be assumed that the rates quoted by the contractor cover for all other taxes and levies and no claims on this account shall be entertained. Refer Schedule of fiscal Aspects

11. NOTICES AND FEES

The contractor shall comply with all Government Acts including any bye-laws or regulations of local authorities relating to the works, and shall give all notices and pay all fees and charges demanded by law there under and indemnify the Owner against the same. At no point of time shall any payment be due from the Owner in this regard.

12. WATER AND POWER FOR CONSTRUCTION

12.1 WATER

Water shall be supplied to the contractor by the Owner and the contractor shall pay the cost as per consumption. The contractor shall make his own arrangement for installing a sub-meter of water connection and laying of pipelines from existing main source of supply. **The Owner does not guarantee to maintain uninterrupted supply of water and it will be incumbent on the contractor to make at his own cost in the event of any temporary break down in the water main so that the progress of work is not held up for want of water. No claim of damage or refund of water charges will be entertained on account**

of such break down. If so required, water required by other agencies shall be provided by the contractor on reasonable terms to be settled by him with other agencies.

12.2 POWER

Power shall be supplied to the contractor by the Owner at one point at site and the contractor shall pay the cost as per consumption. The contractor shall be responsible for installing a sub-meter and shall make his own arrangement of connection and laying of cables from existing main source of supply. **However, the Owner does not guarantee to maintain uninterrupted supply of power and it will be incumbent on the contractor to make arrangement at his own cost in the event of any temporary break down in the power supply so that the progress of work is not held up for want of power. No claim of damage or refund of power charges will be entertained on account of such break down.**

All cabling, equipment, installations etc. shall comply in all respects with the latest statutory requirements and safety provisions i.e. as per and the Central/ State Electricity Acts and Rules etc. The Contractor will ensure that his equipment and Electrical wiring etc., are installed, modified maintained by a licensed Electrician/Supervisor. A test certificate is to be produced to the Project Manager/Architect for his approval, before power connection is made available.

Claim for compensation or request for extension of time shall NOT be entertained because of any failure or short supply of Electricity and this does not relieve the Contractor of his responsibility for timely completion of the works as stipulated in the contract.

If so required, power required by other agencies shall be provided by the contractor on reasonable terms to be settled by him with other agencies.

The contractor shall comply with all the conditions of rules required as per Indian Electricity Act and the Indian Electricity Rules, 1956 as amended from time to time and other pertinent rules.

The water and power shall be used for bonafide A.I.T.A. works only.

13. OVERTIME

If it is necessary for the contractor or any sub-contractor to work on other than week days or outside normal working hours in order to keep up to the time schedule, the contractor shall give due notice of his intention to do so and obtain prior approval of the Owner. The additional cost of wages and any other costs caused by overtime or shift work shall be borne in full by the contractor.

14. TIME OF COMPLETION

14.1 TIME - ESSENCE OF CONTRACT

All time limits stated in the contract documents shall be the essence of the contract. The contractor obligates himself to complete the work in all respects within the time schedule stipulated in the Agreement subject to any adjustment granted by the Architect/Owner in writing under the conditions of the contract.

He shall submit to the Architect periodic verified progress reports on the first and fifteenth of each and every month or more frequently as called for by the Architect.

Time being the essence of the contract the contractor will adhere to time and progress chart and will give progress in accordance with the time schedule finalized. In case of failure on the part of the contractor liquidated damages shall be levied as per clause no 16.

15. DELAYS

Should the contractor be delayed or impeded in the execution of works by reason of:

- i) Force Majeure (See Clause 43)

15.1 COMPENSATION FOR DELAY:

The contractor shall NOT be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work whatever the cause of delays may be, including delays arising out of modification to the work entrusted to him or in any sub-contracts connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works or in procuring Government Controlled or other building materials or in obtaining water and power connection for construction purposes or for any other reason whatsoever and the Owner shall not be liable for any claim in respect thereof. The Owner does not accept liability for any sum besides the tender amount subject to such variations as are provided herein.

15.2 HINDRANCE REGISTER

A hindrance Register shall be maintained at the site of work showing the items affected, the dates on which the delay occurred and the date on which the delay was cleared. These entries shall be initiated by the project representative. The hindrance register shall also be inspected by the architects during inspection of works and initialed in token thereof. Request for extension shall be made as per Performa enclosed in the contract.

16. LIQUIDATED DAMAGES

In case of failure on the part of the contractor to give proportionate progress in proportionate time, then the Owner, through the Architect may recover by way of liquidated damages as stipulated in the work order. This interim liquidated damages shall however, be refunded in case of the individual items and the entire works are completed by the target date as decided by the Architect/Owner, whose decision shall be final and binding.

The contractor shall pay the Owner such sums as ascertained and liquidated damages for each day, Sundays and holidays inclusive, that the works remain incomplete after the contract date for completion or any extended time as may be granted by the Owner provided that the total amount payable by way of damages at 0.05% of the Estimated Cost Value of the work Per day between the time prescribed by clause above year of and date of certified completion of works subject to a maximum of 10% contract value of the delayed work.

17. LABOUR REGULATIONS

17.1 REGULATIONS

The contractor shall be wholly and solely responsible for full compliance with the provisions under all labour laws and/or regulations such as Payment of Wages Act 1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workman's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961, The Contract Labour (Regulation and Abolition) Act 1970 and the Factories Act 1948 or any modifications thereof or any other law relating thereto and rules there under from time to time. The contractor shall assume liability and agree to indemnify the Owner from every expense, liability or payment by reason of the application of any labour law, Act, Rules or Regulations existing or to be introduced at a future date during the currency of the contract. Insurance Cover towards above shall be arranged by the Contractor as called for in Clause 9. The Contractor shall provide documentary evidence showing compliance with all the above acts at the time of raising bills.

17.2 MODEL RULES

The contractor shall at his own expense comply with or cause to be complied with Model Rules for labour welfare framed by Government or other local bodies from time to time for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works and in the workers hutment area. In case the contractor fails to make arrangements as aforesaid, the Owner shall be entitled to do so and recover the cost thereof from the contractor.

17.3 SAFETY CODE

In respect of all labour, directly or indirectly employed in the work for the performance of contractor's part of this agreement, the contractor shall at his own expense arrange for all the safety provisions as listed in (i) Appendix III, (ii) Safety codes of C.P.W.D & Indian Standards Institution, (iii) The electricity Act, (iv) The Mines Act, and (v) Regulations, Rules and orders made thereunder and such other acts as applicable.

Precautions as stated in the Safety Clause are the minimum necessary and shall not preclude the contractor taking additional safety precautions as may be warranted for the particular type of work or situation. Also mere observance of these precautions shall not absolve the contractor of his liability in case of loss or damage to property or injury to any person including contractor's labour, Owner's and Architect's representatives or any member of the public or resulting into death of any of these.

In case the contractor fails to make arrangements and provide necessary facilities as aforesaid, the Owner shall be entitled to do so and recover the costs thereof from the contractor. The decision of the Architect/Owner in this regard shall be final and binding.

17.4 CHILD LABOUR

The contractor shall not employ any labour less than 18 years of age on the job. If female labour is engaged, the contractor shall make necessary provision at his own expense, for safeguarding and care of small children and keeping them clear of the site of operations.

17.5 CRÈCHES

- a. To be maintained as applicable by contractor as per general conditions.

18. ESI AND PF OBLIGATIONS

The contractor shall include in his rates all expenses towards meeting obligations under the Employees State Insurance Act and the Provident Fund Act. He shall follow all rules and regulations required under the Act as may be in force from time to time. The contractor shall cover all his workmen working at the site, under the ESI scheme and PF Scheme, and directly deposit the required amounts with the concerned authorities or as instructed by **M/s ALL INDIA TENNIS ASSOCIATION.**

All records in connection with the above shall be properly maintained by the contractor and produced for scrutiny by Owner/authorities whenever called for.

19. CONTRACTOR'S SITE ORGANISATION AND EQUIPMENT

19.1 SITE ENGINEER

The contractor shall ensure continued effective supervision with the help of a qualified, experienced and competent Engineer assisted by adequate staff as ascertained by the Architect, for the entire duration of the works. The Site Engineer will be responsible for carrying out the work to the true meaning of the drawings, conditions of contract, specifications, schedule of quantities and Architect's instructions and directions or instructions given to him in writing shall be held to have been given to the contractor officially. Attention is called to the importance of requesting written instruction from the Architect before undertaking any work where Architect's directions or instructions are required. Any such work done in advance of such instructions will be liable to be removed at the contractor's cost. No staff including the Engineer and technical supervisory staff shall be transferred from the work without the written prior permission from the Architect.

19.2 EQUIPMENT

The contractor shall provide and install all necessary hoists, ladders, scaffolding, tools, plants and all transport for labour, materials and plant necessary for the proper execution and completion of the work to the satisfaction of the Project Manager.

19.3 SECURITY

The contractor shall provide adequate number of watchmen to guard the site premises, materials and equipment at all times at his expense till the completed construction is handed over to the Owner.

19.4 TELEPHONE

The contractor shall provide, if required, install and maintain at his expense a separate telephone for the work.

19.5 SCAFFOLDING, STAGING, GUARD RAILS

The contractor shall provide scaffolding, staging, guard rails, temporary stairs and other temporary measures required during construction. The supports for the scaffolding, staging, guard rails and temporary stairs shall be strong, adequate for the particular situations, tied together with horizontal pieces and braced properly. The temporary access to the various parts of the building under construction shall be rigid and strong enough to avoid any chance of mishaps. The entire scaffolding arrangement proposed shall be subject to the approval of the Architect.

19.6 TEMPORARY ROADS

Construction of ramps/pathways etc. shall be within contractor's purview.

20. SUB-CONTRACTORS

As soon as practicable and before awarding any sub-contract the contractor shall notify the Project Manager in writing the names of the sub-contractors proposed for the principal parts of the work and for such other parts of the work as the Project Manager/Architect may direct for his approval. The contractor shall not employ any sub-contractor to whom the Project Manager may object. In particular, sub-contractors for waterproofing, pest control, doors and windows, external finishes, structural steel work, insulation and other specialist items shall be got approved well in advance.

21. ASSIGNMENT AND SUBLETTING

The contractor shall not, without the written consent of the Project Manager/ Owner assign this contract or sublet any portion of the work. Any permission to sublet parts of the work shall not absolve the contractor from any liability under this contract.

22. COORDINATION OF WORK

At the commencement of work, and from time to time, the contractor shall confer with other contractors, sub-contractors, persons engaged on separate contracts in connection with the work, and with the Project Manager/Architect for the purpose of the coordination and

execution of the various phases of work. The contractor shall ascertain from the other contractors, sub-contractors and persons engaged on separate contracts, in connection with the works, the extent of all chasing, cutting and forming of all openings, holes, grooves, etc. as may be required to accommodate the various services.

The contractor shall ascertain the routes of all services and the position of all floor and wall outlets, traps, etc., in connection with the installation of plant, services and arrange for the construction of work accordingly. The breaking and cutting of the completed work must not be done unless specifically authorized in writing by the Project Manager/Architect. Generally, all breaking shall be by the contractor for civil work and no work shall be done over broken or patched work without first ascertaining that the broken surface is adequately prepared and reinforced to receive and hold further work.

23. PROGRESS PAYMENT

23.1 PAYMENTS AGAINST CERTIFICATES:

Unless otherwise provided in the contract and subject to these conditions, the contractor shall from time to time be entitled to receive payment on the basis of the actual work executed, approved and certified by the Project manager/Architect, subject to deductions as hereinafter mentioned. The Project manager/Architect's certificate shall be final and conclusive. The contractor shall submit six copies of bills duly supported by actual measurements (five copies) and duly verified by the Project manager/Architect, provided the value of the bill is not less than the minimum value stipulated in the Work Order. If the bill value is less than the value specified in the, such bills will not be considered. From every intermediate bill a sum as stipulated in the schedule of fiscal aspects shall be retained as retention until the expiry of the defects liability period, described elsewhere in the conditions. No interest shall be due to the contractor for sums retained by the Owner. All intermediate payments shall be regarded as payments by way of advance against final payment only and not as payment for work actually done and completed. Intermediate payments do not imply acceptance of the work for which payment is made, acceptance and final payment being subject to all clauses of this contract. The final bill shall be submitted by the contractor within One month of the date of virtual completion of work failing which the measurements of work taken by the Project manager/Architect after due notice to each party shall be considered as final and binding on all parties unless objected to within one month of their being recorded in the measurement books.

23.2 SECURED ADVANCE FOR UNFIXED MATERIALS

The contractor shall not be paid for any unfixed materials that have been brought to site and stored for incorporation in the work.

24. PRICE ESCALATION

The rates quoted by the contractor and accepted by the Owner shall hold good till the completion of the work and no additional claim will be admissible on account of statutory increase in prices, fluctuation in market rates, increase in duties, taxes/any other levies/fees etc.

25. EXTRAS AND VARIATIONS

If at any time whilst the works are in hand it shall be deemed expedient by the Project Manager to order material or work of a different description from that specified, or to increase the dimensions or extent of the works, or to alter their situation or vary the form or dimensions of the works, or of any parts thereof, or to substitute one class of work for another, he shall have full power to do so; and to order and direct any such variation and additions and the work involved in any such variations and additions shall be executed by the contractor if of the class of work provided for in the documents at the rates set out in the Schedule of Quantities and no such variations or additions shall in any way annul this contract, or extend the time of completion called for in Clause 15 but such additions or variation shall be measured and paid for or deducted from the account of the contractor, as the case may require according to the rates set out in the Schedule of Quantities.

The rates for such additional, altered or substituted work under this clause shall be worked out in accordance with the following provisions in their respective order:

- i) If the rates for the additional, altered or substituted work are specified in the contract for the work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract for the work.
- ii) If the rates for the additional altered or substituted work are not specifically provided in the contract for the work, then such rates will be derived from the rates for similar types of work as are specified in the contract for the work.
- iii) If the altered, additional or substituted work cannot be derived from similar types of work as laid down in (ii) above, then the rates for such items of work shall be computed on the basis of the Analysis of rate as provided in ALL INDIA SCHEDULE OF RATES, 1977 - III. STANDARD ANALYSIS OF RATES (Volume 1 and 2) published by NATIONAL BUILDINGS ORGANISATION, NEW DELHI, Delhi Schedule of Rates, Plus or Minus the percentage by

which the tendered amount of the works actually awarded if it is higher or lower of the works than the estimated amount of the works actually awarded. Water and Electricity charges, even if provided in NBO Analysis will NOT be allowed since same are deemed to be included in the 10% (ten percent) towards contractor's establishment, overheads, water, power, ESI, PF and Profit.

- iv) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in the Sub-Clauses i), ii) and (iii) above, then the rates for such work shall be worked out on the basis of actual consumption of materials, and labour, equipment used etc. as detailed below.
 - a) Cost of materials, at current market rates, actually incorporated in the work.
 - b) Cost of labour actually used at the site of work at currently prevailing rates.
 - c) Hire charges for Plant and Machinery, if any, specially required to be used at the site for the work.
 - d) 10% (10 percent) towards contractor's establishment, overheads, water, power, ESI, PF and Profit.

But if the contractor can not agree as to the rate to be paid, the Architect may order and direct the same work to be done by such person or persons as he may think fit, and such person or persons shall be permitted by the contractor to enter upon the works for the purpose of carrying out such work as is required.

Before any extra work, or work of an altered value or class is undertaken by the contractor, he shall procure an order in writing from the Architect/ Owner for carrying out such extra or variation of work, and the contractor shall not be entitled to any payment for such extras or variations unless he produces, if required to do so, the written order for the same, as aforesaid, and he shall not be entitled to plead that the Architect/ Owner omitted to provide such written order, as it is to be distinctly understood that the responsibility for obtaining such order shall be with the contractor.

The contractor shall not be entitled to any other rates than the rates set out in the Schedule of Quantities, on any plea that the work was in a different position, or of a different class from, or in a more difficult position than that shown on the plan or described in the Specifications or Schedule of Quantities, or carried out under circumstances not contemplated in the Specifications or Schedule of Quantities, unless an agreement entitling

him to payment at other than the rates set out in the Schedule of Quantities, shall have been previously made and signed by the Architect/Owner and the Contractor.

The Contractor shall send to the Owner once every month, an account giving particulars, as full and detailed as possible, of all claims for any additional payment to which the Contractor may consider himself entitled and of all extra or additional work ordered in writing and which he has executed during the preceding month.

No interim or final claim for payment for any such work or expense will be considered which has not been included in such particulars. The Owner shall pay for any such work or expense, if the Contractor has at the earliest practicable opportunity, notified the Owner in writing that he intends to make a claim for such work and it is certified by the Owner's Representative that the payment is due. Any claim not included in the final bill shall be deemed to have been waived and extinguished.

26. WITHHOLDING OF PAYMENTS

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

- a. Defective work not remedied
- b. Failure of the Contractor to make payments properly to sub-contractors for materials or labour or equipment.
- c. Damage to works of another contractor or sub-contractor.
- d. A reasonable doubt that the contract can be completed for the balance unpaid amount.
- e. A reasonable doubt that the contractor intends to leave work items incomplete.

27. MATERIALS & WORKMANSHIP

27.1 MATERIALS TO BE NEW

All materials and equipment to be incorporated in the works shall be new. Materials, equipment and workmanship are to be of the best quality of the specified type and to the entire satisfaction of the Architect/ Owner. The contractor shall immediately remove from the premises any materials, equipment and/or workmanship which, in the opinion of the

Architect/ Owner, are defective or unsuitable and shall substitute proper materials equipment and/or workmanship at his own cost. The term approval used in connection with this contract shall mean the approval of the Architect/ Owner.

The contractor shall, if required, submit satisfactory evidence as to the kind and quality of materials and equipment.

27.2 SPECIAL MAKES OR BRANDS

Where special makes or brands are called for, they are mentioned as a standard. Others of equivalent quality may be used, provided that the Architect/ Owner considers the substituted materials as equivalent to the brand specified and approval is first obtained in writing from the Architect/ Owner. Unless substitutions are approved by the Architect/ Owner no deviation from the specifications will be permitted. The contractor shall indicate and submit written evidence of those materials or equipment called for in the specifications that are not obtainable for installation in the building within the time limit of the contract. Failure to indicate the above within 3 months after the signing of the contract will be deemed sufficient cause for the denial of request for the extension of the contract time because of same.

27.3 PROPER SCHEDULING OF MATERIALS

All materials and equipment shall be delivered so as to ensure a speedy and uninterrupted progress of the work. The same shall be stored so as to prevent overloading of any portion of the structure, and the contractor shall be entirely responsible for damage or loss to the materials, by weather or other causes.

27.4 SAMPLES OF MATERIALS

Within one week after signing the contract, the contractor, shall submit for approval of the Architect/ Owner a complete list of all materials and equipment he and his sub-contractors propose to use in the work, or definite brand or make, which differ in any respect from those specified; also the particular brand of any article where more than one is specified as a standard. He shall also list items not specifically mentioned in the specifications but which are reasonably inferred and are necessary for the completion of the work.

27.5 RIGHT KIND OF JIGS, TOOLS, EQUIPMENT ETC.

The contractor shall employ the right kind of workmen, jigs, tools and equipment to fabricate and install all materials and equipment, whether locally purchased or imported and whether provided by the Owner of Contractor himself. They shall be fabricated and installed without any damage and in accordance with the manufacturer's instructions and manuals.

Unless specifically shown otherwise, all items such as doors/ window frames suspended and other ceilings, equipment etc. shall be securely fixed to their supports through expansion machine bolts, rawl bolts or other approved means. Securing any items through wooden plugs shall not be permitted.

27.6 INSPECTION

All materials, equipment and workmanship shall be subject to inspection, examination and test by the Architect/ Owner at any and all items during manufacture and/or construction. The Architect/ Owner shall have the right to reject defective material, equipment and workmanship

or require its correction. Rejected workmanship shall be satisfactorily corrected and rejected materials and equipment shall be satisfactorily replaced with proper material and equipment without charge therefore, and the Contractor shall promptly segregate and remove the rejected materials and equipment from the premises. If the contractor fails to proceed at once with the replacement of rejected materials and/or the correction of defective workmanship, the Owner may be contract or otherwise, replace such materials and equipment and/or correct such workmanship and charge the cost thereof to the contractor or may terminate the right of the contractor to proceed further with the work. The contractor shall furnish promptly, without additional charge all reasonable facilities, labour, materials and equipment necessary for the safe and convenient inspection and test that may required by the Architect/ Owner.

27.7 TESTING

All the tests on materials, equipment and workmanship that will be necessary in connection with the execution of the work as decided by the Architect shall be carried out at the cost of the contractor at the place of manufacture or fabrication or at site or at an approved Test House or at all or any such places. The Contractor shall provide assistance, instruments, machines, labour and materials as required for examining, measuring and testing as described above and all expenses connected with tests as described above shall be borne by the contractor.

Field testing instruments

As applicable to your work should be present at the site. The list of equipment shall be decided by the architect.

28. DEDUCTIONS FOR UNCORRECTED WORK

If the Architect/Project Manager deems it inexpedient to correct work damaged or not done in accordance with the contract, an equitable deduction from the contract price shall be made therefore and the Architect's decision in this respect shall be final.

29. CORRECTION OF WORK BEFORE VIRTUAL COMPLETION OF WORK

The Project manager shall conduct a final inspection just before the virtual completion of the work and prepare a list of materials, equipment and items of work which fail to conform to the Contract Specifications. The contractor shall promptly replace and re-execute such items in accordance with the contract and shall bear all expenses of making good all work and the cost of all work of other contractor destroyed or damaged by such replacement or removal. If the contractor fails to remove and replace above rejected materials, equipment and/or workmanship within a reasonable time, fixed by written notice, the Owner may employ and pay other persons to amend and make good such defects at the expense of the contractor. All expenses incurred by the Owner in rectifying the defects including all damages, loss and expenses consequent on the defects shall be recoverable from any amount due or that may become due to the contractor.

30. VIRTUAL COMPLETION

The work shall be considered as virtually completed only upon fulfillment of the procedure laid down in clause above and when the Architect and Project Manager has certified in writing that the work has been virtually completed. The defects liability period shall commence from the date of such certificate.

Should the Owner decide to occupy any portion of the building or use any part of any equipment, before the contract is completed, same shall not constitute an acceptance of any part of the work unless so stated in writing by the Architect and Project Manager.

31. DEFECTS

31.1 CONTRACTOR TO MAKE GOOD ALL DEFECTS

The contractor shall make good, at his own cost, and to the satisfaction of the Architect and Project Manager, all defects, shrinkage, settlement or other faults, arising in the opinion of the Architect from work or materials not being in accordance with the Drawings or Specifications or schedule of Quantities or the instructions of the Architect and Project Manager, which may appear within one year after completion of work, excepting specialist items such as waterproofing, anti-termite treatment, etc., which call for longer guarantee periods.

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

31.2 MAINTENANCE DURING DEFECTS LIABILITY PERIOD

Any defects noticed and brought to the attention of the Contractor shall be promptly attended to by the Contractor expeditiously.

32. GUARANTEE

- a) Besides guarantees required elsewhere, the contractor shall guarantee the work in general for twenty year as noted under clause 34 of the General Conditions.
- b) All required guarantees shall be submitted to the Project Manager by the contractor when requesting certification of accounts for payment by the Owner.

- c) All required guarantees shall be submitted to the Project Manager/Owner as a pre-requisite to acceptance and payment.

33. SETTING OUT

33.1 SITE SURVEYS

The contractor shall establish, maintain and assume responsibility for grades, lines, levels and bench marks. He shall report any errors or inconsistencies regarding grades, lines, levels and dimensions to the Project Manager before commencing work. Commencement of work will be regarded as the contractor's acceptance of such grades, lines, levels and dimensions and no claim will be entertained at a later date for any errors found. If at any time, any error in this respect shall appear during the progress of the work, the contractor shall, at his own expense rectify such error if so required to the satisfaction of the Architect.

The Agency for the Sub-Structure work on completion of its work has marked on site, the Grid lines and Center lines of the various elements of the work (columns, walls, etc.) as required by the Project Manager. The contractor shall check and verify same and satisfy himself as to their accuracy and usefulness to him for his work. Any inaccuracies in the layout of the agency (for Sub-structure work) likely to affect the contractor's work shall be brought to the notice of the Project Manager for remedial measures. The contractor shall be responsible for establishing and maintenance of all lines, levels bench marks, etc. to be established by him and already existing at site as part of Sub-Structure Work.

The approval by the Project Manager of the setting out by the Contractor shall not relieve the contractor of any of his responsibilities.

The contractor shall be entirely and exclusively responsible for the horizontal, vertical and other alignment, the level and correctness of every part of the work and shall rectify effectively any errors or imperfections therein. Such rectification shall be carried out by the contractor at his own cost to the instructions and satisfaction of the Project Manager.

34. DRAWINGS SPECIFICATIONS, ETC.

After the contract is signed, the contractor will be furnished with two copies of the drawings and two copies each of the Conditions of Contract, Specifications and Schedule of Quantities without cost to him for his own use until the completion of the contract. Additional copies of drawings and other documents will be supplied on payment to the Architect at actual cost.

In general, the drawings shall indicate dimensions, positions and type of construction; the specifications shall indicate the qualities and the methods; and the Schedule of Quantities shall indicate the quantity and rate for each item of work. However, the above documents being complementary, what is called for by any one shall be as binding as if called for by all. In case of any discrepancies in or among the documents, the most stringent of all shall apply.

Any work indicated on the drawings and not mentioned in the Schedule of Quantities or Specifications or vice versa, shall be deemed as though fully set forth in each. Work not specifically detailed, called for, marked or specified, shall be the same as similar parts that are detailed, marked or specified.

Wherever it is mentioned in the conditions, specifications or other document that the contractor shall perform certain work or provide certain facilities, it is understood that the contractor shall do so at his cost.

No deviations from the Drawings, Specifications and Schedule of Quantities shall be made. The Architect interpretation of these documents shall be final and without appeal. Errors or inconsistencies discovered in the Plans and Specifications shall be promptly called to the attention of the Architect for interpretation or correction. No claim or losses alleged to have been caused by such discrepancies, details, etc. before interpretation by the Architect shall be admissible. Local conditions which may affect the work shall likewise be brought to the Architect and Project Manager's attention at once. If, at any time, it is discovered that work being done which is not in accordance with the approved Plans and Specifications, the contractor shall correct the work immediately. Correction of defective work shall not be a basis for any claims for extension of time. The contractor shall not carry on the work except with the knowledge of the Project Manager.

Figured dimensions on the scale drawings and large scale details shall govern. Large scale details shall take precedence over scale drawings. Any work done before receipt of such details if not in accordance with the same, shall be removed and replaced or adjusted as directed, without expense to the Owner.

All Drawings, Schedule of Quantities and Specifications and copies thereof furnished by the Architect/ Owner are his property. They shall not be used on any other work and shall be returned to him at request or at the completion of the contract.

35. SAMPLES & SHOP DRAWINGS

After the award of the contract, the contractor shall furnish for the approval of the Architect and Project Manager, samples and shop drawings required by the Specifications or by the Architect. Samples shall be delivered as directed by the Project Manager and Architect.

No extra payment is due to the contractor for preparation of any samples. A schedule giving dates for the submission of samples shall be included in the time schedule described under clause 36. Unless specifically authorized all samples must be submitted for approval within 60 days of signing the contract or not less than 120 days before the date the particular work involved is scheduled to begin. This should be coordinated with the Pert Chart.

36. PROGRAM CHART

36.1 INTEGRATED PROGRAM CHART

The contractor shall prepare integrated program charts for the execution of work including detailed charts for individual buildings, showing clearly all activities from start of work to completion, with details of manpower and equipment required for the fulfillment of the program and submits the same for approval to the Architect and Project Manager within 10 days of the award of the contract.

The program chart of the contractor should incorporate mile stones given by the Project Manager/Owner/Architect and should include the following:

- a. Descriptive note explaining sequence of various activities.
- b. Network (PERT/ CPM/ BAR CHART)
- c. Monthly program for procurement of materials by the contractor.

If at any time it appears to the Project Manager/Architect that the actual progress to the works does not conform to the approved program referred to above, the contractor shall produce a revised program showing the modifications to the approved program necessary to ensure completion of the works within the time for completion.

The submission to and approval by the Project Manager/Architect of such programs or the furnishing of such particulars shall not relieve the contractor of any of his duties or responsibilities under the contract.

The chart shall also indicate the scheduling of samples, shop drawings and approvals. Thereafter on the first day of each month, for purposes of comparison, the contractor shall submit an identical chart showing the actual rate of progress till that date.

36.2 SITE REGISTER

The contractor shall maintain at the site a WORKS DIARY showing an accurate record of the progress of the works item wise, the number of men employed under each trade, plant and equipment at site, the weather, temperature and other aspects having a bearing on the work. The works diary shall be made available for inspection by the Project Manager/Architect whenever called for.

The contractor shall cooperate in filling up and maintaining records under prescribed formats facilitating proper monitoring of quality assurance, programme, time schedule and cost control as prescribed by the Project Manager.

36.3 DAILY REPORT

- i) Category and area-wise "Manpower Deployment"
- ii) Programme for the forthcoming day – area-wise based on agreed detailed net work programme.

36.4 WEEKLY PROGRESS REPORT

The contractor shall submit in duplicate, on form to be approved by the Project manager/Architect a weekly report, giving an accurate record of the progress of the works, the number of men employed in each trade, visitors to the site and any other events influencing the progress of the works and together with copies of all delivery notes of materials and equipment delivered.

The contractor shall impose a similar requirement on all his sub-contractors and shall incorporate such information in his own report. Program for the forthcoming week along with anticipated bottlenecks in execution and insufficient information to be proceed with the work.

37. COVERING UP

The contractor must give at least three working days clear notice to the Project Manager/Architect before covering up any of the work in foundation and drains in order that proper measurement may be taken of the work as executed and in the event of the contractor failing to provide such notice, he is, at his own expense, to uncover as required to allow the measurements to be taken and afterwards to reinstate the work satisfactorily.

38. METHODS OF MEASUREMENT

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 the 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.

For measuring all work, the standard method of measurement in accordance with the standards laid down by the Bureau of Indian Standards shall be adopted unless otherwise specified. In the event of any dispute with regard to the mode of measurement of the work executed, the decision of the Architect shall be final and binding.

38.1 VALUATION AND PAYMENTS

Records and measurements

The Architect/ Project Engineer shall, except as otherwise stated, ascertain and determine by measurement the value in accordance with the contract of work done in accordance therewith.

1. All items having financial value shall be entered in measurement book, Level book etc. prescribed so that a complete record is obtained of all work performed under the contract.
2. Measurements shall be taken jointly by Project Engineer and by the contractor or his authorized representative.
3. Before taking measurements of any work the project engineer or the person deputed by him for the purpose shall give a reasonable notice to the AITA.
4. The contractor shall, without extra charge, provide assistance with every appliance, labour and other things necessary for measurements.
5. Measurements shall be signed and dated by both the parties each day on the site on completion of measurements recorded on behalf of the owner, a note to that effect shall be made in the measurement book against the items objected to and such note shall be signed and dated by both parties engaged in taking the measurements.

39. TOLERANCES

The contractor shall exercise every care to ensure that all structural members, paneling, partitions, false ceiling, plaster, P.O.P. are plumb and true to dimensions called for on the drawings, to receive finishing, equipment and similar items. The details of the above finishing items are based upon allowing tolerance as per the most stringent requirements laid down in Architect's Specifications/Indian Standard Specifications/Best trade practices. Any variations beyond this may require rectification in the structural members or may involve remaking or replacing the finishing elements, fabricated to fit into the openings or spaces, as called for on the drawings. Such rectification shall be carried out by the contractor as directed by the Project manager/Architect at no extra cost to the Owner. In case of separate contracts, the contractor whose work does not conform to dimensions called for, shall be liable for all the expenses which may have to be incurred for rectification or replacements as

may be required by the Project Manager/Architect for the proper installation of the finishing elements. The Architect decision in this respect shall be final and binding on the contractor.

40. ARCHITECT'S STATUS AND DECISIONS

40.1 STATUS

The Architect shall have general supervision and direction of the work. He has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the work. As the Architect is in the first instance the interpreter of the Conditions of Contract and the judge of its performance he shall side neither with the Owner nor with the Contractor but shall use his power under the Contract to enforce its faithful performance by both.

40.2 DECISIONS

The Architect shall, within a reasonable time, make decisions on all claims of the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents. The Decision, opinion, Direction of the Architect with respect to all or any of the following matters shall be final and without appeal.

- a. Variations or modifications of the design after consultation and with approval of the owner
- b. The quality of quantity of works or the additions or omission or substitution of any works.
- c. Any discrepancy in the drawings or between the drawings and or specifications.
- d. The removal and/or re-execution of any works executed by the contract after consultation and approval of the Owner
- e. The dismissal from the work, of any persons employed thereon.
- f. The opening up for inspection of any work covered up.
- g. The amending and making good of any defects under defects liability period.
- h. Materials and Workmanship.
- i. The Contractor to provide everything necessary for the proper execution of the work.
- j. Assignment and sub-letting.

- k. Delay and extension of time after consultation and approval of the Owner
- l. Termination of the contract by the Owner.

40.3 DISMISSAL

The contractor shall on the request of the Project Manager/Architect immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Project Manager/Architect, be incompetent or misconduct himself and such persons shall not be re-employed on the works without the permission of the Architect.

40.4 ACCESS FOR ARCHITECT TO THE WORKS:

Architect and his representative shall at all reasonable times have access to the Works and to the workshops or other places of the contractor where work is being prepared for the contract and when work is to be so prepared in workshops or other places of sub-contractor, the contractor shall by a term in the sub-contract so far as possible secure a similar right to access to those workshops or places for the Project Manager/Architect and his representative and shall do all things reasonably necessary to make such right effective.

41. BUREAU OF INDIAN STANDARDS

A reference made to any Indian Standard specifications in these documents, shall imply reference to the latest version of that standard, including such revisions/ amendments as may be issued by the Indian Standards Institution during the currency of the contract and the corresponding clause/s therein shall hold valid in place of those referred to.

42. PROTECTION AND CLEANING

42.1 PROTECTION OF WORKS

The contractor shall protect and preserve the works from all damage or accident by providing temporary roofs, windows, and door covering, boxing or other construction as required by the Project Manager. This protection shall be provided for all property adjacent to the site as well as on the site.

42.2 CLEANING OF SITE

The contractor shall properly clean the work as it progresses and shall remove all rubbish and debris from the site from time to time as is necessary and as directed. On completion,

the contractor shall ensure that the premises and/or site are cleaned, surplus materials, debris, sheds etc. removed, areas under floors cleared of rubbish, gutters and drains cleared, doors and sashes eased, locks and fastenings oiled, keys clearly labeled and handed to the Project manager/Architect so that the whole is left fit for immediate occupation or use and to the satisfaction of the Project Manager.

43. FORCE MAJEURE

- a. The right of the contractor to proceed with the work shall not be terminated because of any delay in the completion of the work due to unforeseen causes beyond the control and without the fault or negligence of the contractor, including but not limited to **Acts of God**, or of the public enemy, restraints of Governing State, Fires, floods unusually severe weather, earthquake, etc.
- b. If the contractor is wholly prevented from performance of the contract for a period in excess of thirty (30) consecutive days because of a Force Majeure, the Owner may terminate this Contract by fifteen (15) days written notice delivered to the contractor and if the period of the Force Majeure exceeds ninety (90) consecutive days, the contractor may terminate this contract by fifteen (15) days written notice to the Owner.

In the event this contract is so terminated, the contractor shall be paid all costs actually incurred (which costs shall not include any other expenses of the Contractor such as loss of profits, salaries of contractor's employees, Expenses of Contractor towards maintenance of his establishment, etc.) For the work executed up to the date of termination.

44. TERMINATION OF THE CONTRACT BY THE OWNER

If the Contractor shall be adjudged bankrupt or if he should make a general assignment for the benefit of his creditors, or if a receiver shall be appointed on account of his insolvency, or if he should persistently or repeatedly refuse to carry on the work diligently or shall fail except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials or equipment for the progress of the work, or if he should fail to make prompt payments to sub-contractors or for materials or equipment or labour or persistently disregard laws, ordinance, or instructions of the Architect, or otherwise be guilty of a violation of any provision of the contract, or has abandoned the contract, or has failed to commence the works, or has suspended the works, then the Owner upon the certificate of the Architect that sufficient cause exists to justify such action, may without prejudice to any other right or remedy and after giving the contractor seven days notice in writing, terminate the employment of the contractor and take possession of the premises and of all materials, equipment, tools and appliances thereon and use these as Owners property for the

completion of the work. In such case the contractor shall not be entitled to receive any further payment until the work is finished. If the amount due to the contractor for the work carried out be him as per the contract terms shall exceed the expenses of finishing the work including compensation for additional management and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner and the damage incurred through the contractor's fault, shall be certified by the Architect and his decision on this matter shall be final and binding on the Contractor.

45. TERMINATION OF THE CONTRACT BY THE CONTRACTOR

If the work should be stopped under an order of the Court, or other public authority for a period of three months, through no act or fault of the Contractor or any one employed by him, or if the Owner should fail to pay the Contractor within Sixty (60) working days of the maturity and presentation, any sum certified by the Architect or awarded by the Arbitrators, then the Contractor may upon seven days written notice to the Owner and the Architect, stop work or terminate this contract and recover from the Owner payment for all work executed and any loss sustained upon any plant or materials and reasonable profit and damages. The amount for the same will be quantified by an Arbitrator.

46. ENTRY TO SITE

It is hereby expressly declared that the entry of the contractor(s) on the site will be merely as a license for carrying out the construction of works under the Agreement, and they shall not, by his/their being allowed such entry on the premises, acquire any right, lien or interest either in the works carried out by them under the Agreement of anything appurtenant or attached thereto and their claim will only being the nature of money claim found due and payable to them in accordance with the certificates issued by the Architect under the provisions contained hereafter.

47. INDEMNITY

The contractor shall indemnify the Owner against all actions, suits, claims and demands brought or made against the Owner in respect of any matter or thing done or omitted to be done by the Contractor in the execution of or in connection with the work of this contract and against any loss or damage to the Owner in consequences of any action of suit being brought against the contractor for anything done or omitted to be done in the execution of the work in this contract particularly in relation to E.S.I. and Provident Fund.

48. SETTLEMENT OF DISPUTES

All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progresses of the works or after their completion, and whether before or after the determination, abandonment or breach of the contract) shall be referred to and settled by the Architect after hearing the disputing parties. The Architect shall state his decisions with reasons therefore. Such decisions may be in the form of a final certificate or otherwise. The decisions of the Architect with respect to any or all of the following matters shall be final and without appeal.

- a. The variation or modifications of the design.
- b. The quality or quantity of works or the addition or omission or substitution of any work.
- c. Any discrepancy in the Drawings and/or Specifications and Schedule of Quantities.
- d. The removal and/or re-execution of any works executed by the contractor.
- e. The dismissal from the works of any persons deployed thereupon.
- f. The opening up for inspection of any work covered up.
- g. The amending and making good of any defects under defects liability period.
- h. Acceptability of materials, equipment and workmanship.
- i. Materials, labour, tools, equipment and workmanship necessary for the proper execution of work.
- j. Assignment and sub-letting.
- k. Delay and extension of work.
- l. Termination of contract by the Owner.

ARBITRATION

1. 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 material used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out or relating to the contract, designs, drawings, specifications estimates, instruction orders or these conditions or otherwise concerning the works or execution or failure to execute the same whether arising during the progress of work or after the completion of abandonment thereof shall be referred to the sole arbitration of Hony Exec. Vice President and Secretary General, All India Tennis Association or any other person appointed by him. There will no objection if the arbitrator so appointed is an employee of All India Tennis Association and that he had to deal with the matters to which the contract relates and in the course of his duties as such he had expressed view on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred or vacating the office or being unable to act for any, the Hony. Executive Vice President and Secretary General 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 it was left by his predecessor. It is also appointed by the Hony. Executive Vice President and Secretary General 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 is Rs. 50,000 and above, Arbitrator shall give reasons for the award.

2. Subject as aforesaid the provision of the arbitration act 1940, or any statutory modifications or reenactments thereof and the rules made there under and for the time being in force shall apply to other arbitration proceeding under the clause.
3. It is the terms of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under the clause together with the amount or amounts claimed in respect of each such dispute.
4. The arbitrator may from time to time with consent of the parties enlarge the time for making and publishing the award.
5. The works under the contract, shall if reasonably possible, continue during the arbitration proceedings and no payments due or payable to the contractor shall be withheld on account of such proceedings.
6. 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 first hearing. The arbitrator shall give a separate award in respect of each dispute or difference referred to him.
7. The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion.
8. The award of the arbitrator shall be final, conclusive and binding on all parties to this contract.

Laws governing the contract

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

49. JURISDICTION/ ARBITRATION

All matters 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.

CONSTRUCTION AND ADDITION ALTERATION WORKS AT R.K.KHANNA TENNIS STADIUM – STRUCTURAL STRENGTHENING AND WATER PROOFING WORKS – TECHNICAL BID

SECTION I

BRIEF PARTICULARS OF THE WORK

1. Salient details of the work for which technical bid applications invited are as under:

<i>S.No</i>	<i>Name of Work</i>	<i>Approx. cost</i>	<i>Period of Completion</i>
1	Construction and Addition Alteration works at R.K.Khanna Tennis Stadium – Structural strengthening and water proofing works of existing centre court.	Rs.25 Lakh	3 months

2. The work is situated at – R.K.Khanna Tennis Stadium, 1,Africa Avenue Road, New Delhi. . -

General features and major components of the work are as under:

Structural strengthening and waterproofing works of existing centre court.

3. Work shall be executed according to General Conditions of Contract for Central P.W.D. Works

available separately at printer' outlets and General Conditions of Contract of AITA.

1.

SECTION II

INFORMATION & INSTRUCTIONS FOR APPLICANTS

1.0 General:

1.1 Letter of transmittal and forms for technical bid are given in Section III.

1.2 All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column, a "nil" or "no such case" entry should be made in that column. If any particulars/query is not applicable in case of the applicant, it should be stated as "not applicable". The applicants are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms deliberately suppressing the information may result in the applicant being summarily disqualified. Applications received late will not be entertained.

1.3 The application should be type-written. The applicant should sign each page of the application.

1.4 Overwriting should be avoided. Correction, if any, should be made by neatly crossing out, initialing, dating and rewriting. Pages of the technical bid document are numbered. Additional sheets, if any added by the contractor, should also be numbered by him. They should be submitted as a package with a signed letter of transmittal.

1.5 References, information and certificates from the respective clients certifying suitability, technical know how or capability of the applicant should be signed by an officer not below the rank of

Superintending Engineer/Chief Project Manager or equivalent.

1.6 The applicant may furnish any additional information which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission of technical bid document unless it is called for by the Employer.

1.7 Any information furnished by the applicant found to be incorrect either immediately or at a later date, would render him liable to be debarred from tendering/taking up of work in CPWD. If such applicant happens to be enlisted contractor of any class in CPWD, his name shall also be removed from the approved list of contractors

1.8 The technical bid document in prescribed form duly completed and signed should be submitted in a sealed cover. The sealed cover superscribed " TECHNICAL BID – NAME OF BIDDER " shall be received by the Director – Operations. or his authorized representative as specified.

Documents submitted in connection with technical bid will be treated confidential and will not be returned.

1.9 Prospective applicants may request clarification of the project requirements and technical bid document. Any clarification given by the Employer will be forwarded to all those who have purchased/downloaded the document. No request for clarification will be considered after 4th September 2008.

2.0

Definitions:

In this document the following words and expressions have the meaning hereby assigned to them:

Employer: Means the All India Tennis Association, acting through the
Director Operations / Architect.

Applicant: Means the individual, proprietary firm, firm in partnership, limited company private or public or corporation.

"Year" means "Financial Year" unless stated otherwise.

3.0

Method of Application:

3.1 If the applicant is an individual, the application shall be signed by him above his full typewritten name and current address.

3.2 If the applicant is a proprietary firm, the application shall be signed by the proprietor above his full typewritten name and the full name of his firm with its current address.

3.3 If the applicant is a firm in partnership, the application shall be signed by all the partners of the firm above their full typewritten names and current addresses or alternatively by a partner holding power of attorney for the firm. In the latter case a certified copy of the power of attorney should accompany the application. In both cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the application.

3.4 If the applicant is a limited company or a corporation, the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The applicant should also furnish a copy of the Memorandum of Articles of

Association duly attested by a Public Notary

4.0 FINAL DECISION MAKING AUTHORITY

The employer reserves the right to accept or reject any application and to annul the tender process and reject all applications at any time, without assigning any reason or incurring any liability to the applicants.

5.0 PARTICULARS PROVISIONAL

The particulars of the work given in Section I are provisional. They are liable to change and must be considered only as advance information to assist the applicant.

6.0 SITE VISIT

The applicant is advised to visit the site of work, at his own cost, and examine it and its surroundings to himself collect all information that he considers necessary for proper assessment of the prospective assignment.

7.0 INITIAL CRITERIA FOR ELIGIBILITY FOR TECHNICAL BID

The applicant should have satisfactorily completed three similar works (at least one of them in Central Government/Central Autonomous Body/Central PSU) each costing Rs 15 lakh or one work costing Rs 15 lakh of the following nature during the last seven years ending last day of the month of March 2008. For this purpose, 'cost of work' shall mean gross value of the completed work including the cost of materials supplied by the Govt./Client, but excluding those supplied free of cost. This should be certified by an officer not below the rank of Executive Engineer/Project Manager or Equivalent.

7.2 The applicant should have had average annual financial turnover (gross) of Rs 4 Crores on waterproofing and structural strengthening works during the last three years ending 31 st March 2008. This should be duly audited by a Chartered Accountant. Year in which no turnover is shown would also be considered for working out the average.

7.3 The applicant should not have incurred any loss in more than two years during the last five years ending 31 st March 2007, duly certified by the Chartered Accountant.

7.4 The bidding capacity of the contractor should be equal to or more than the cost of the work. The bidding capacity shall be worked out by the following formula:

Bidding Capacity = $A * N^2 - B$ Where,

A = Maximum value of waterproofing and structural strengthening works executed in anyone year during the last seven years taking into account the completed as well as works in progress.

N= Number of years prescribed for completion of work for which technical bid application has been invited.

B= Value of existing commitments and on going works to be completed during the period of completion of work for which technical bid has been invited.

7.5 The applicant should have a solvency of Rs 50 lakh certified by his Bankers.

7.6 The applicant should own construction equipment as per list required for the proper and timely execution of the work. Else, he should certify that he would be able to manage the equipment by hiring etc. and submit the list of firms from whom he proposes to hire.

7.7 The applicant should have sufficient number of Technical and Administrative employees for the proper execution of the contract. The applicant should submit a list of these employees stating clearly how these would be involved in this work.

7.8 The applicant's performance for each work completed in the last 5 years and in hand should be certified by an officer not below the rank of Executive Engineer or equivalent and should be obtained in sealed cover.

8.0 EVALUATION CRITERIA FOR TECHNICAL BID

8.1 For the purpose of technical bid, applicants will be evaluated in following manner:

8.1.1 The initial criteria prescribed in para 7.1 to 7.5 above in respect of experience of similar class of works *completed*, bidding capacity and financial turnover etc. will first be scrutinized and the applicant's eligibility for technical bid for the work be determined.

8.1.2 The applicants qualifying the initial criteria as set out in para 7.1 to 7.5 above will be evaluated for following criteria by scoring method on the basis of details furnished by them:

(a) Financial strength (Form 'A')	Maximum 20 Marks
(b) Experience in similar nature of Work during last five years (Form 'B')	Maximum 20 Marks
(c) Performance on works (Form 'O')	Maximum 40 Marks
(d) Personnel and Establishment (Forms "E" & E-I")	Maximum 10 Marks
(e) Plant & Equipment (Form 'F')	Maximum 10 Marks
Total	100 Marks

8.2 For technical evaluation, the applicant must secure at least sixty per cent marks in criteria (a) & (b) above (i.e. Financial Strength & Experience in works of similar nature), fifty percent marks in each of the other criteria and seventy per cent marks in aggregate

The department, however, reserves the right to restrict the list of contractors to any number deemed suitable by it. Even though an applicant may satisfy the above requirements, he would be liable to disqualification if he has:

- (a) made misleading or, false representation or deliberately suppressed 'the information in the forms, statements and enclosures required in the technical bid document
- (b) record of poor performance such as abandoning work, not properly completing the contract, or financial failures/weaknesses etc.

9.0 FINANCIAL INFORMATION,

Applicant should furnish the following financial information:

(a) Annual financial statement for the last five years (in Form "A"). This should be supported by audited balance sheets and profit and loss accounts duly certified by a Chartered Accountant, as submitted by the applicant to the Income Tax Department.

(b) Name & address of the bankers, identification of individuals familiar with the applicant's financial standing and a banker's statement on availability of credit.

10.0 EXPERIENCE IN WATER PROOFING AND/OR STRUCTURAL STRENGTHENING WORKS HIGHLIGHTING EXPERIENCE IN SIMILAR WORKS

10.1 Applicant should furnish the following:

- (a) List of all works of similar class successfully completed during the last seven years (in form "B").
- (b) List of the projects under execution or awarded (in Form "C"),

10.2 Particulars of completed Works and performance of the applicant duly authenticated/certified' by an officer not below the rank of Executive Engineer or equivalent should be furnished separately for each work completed or in progress (in Form "D").

11.0 ORGANISATION INFORMATION

Applicant is required to submit the following information in respect of his organization (in forms "E" & "E-1").

- (a) Name & Postal Address, *ilc* Telephone & Fax Number etc. (b) Copies of original documents defining the legal status, place of Registration and principal places of business.
- (c) Names & Title of Directors and Officers to be concerned with the work, with designation of individuals authorized to act for the organization.
- (d) Information on any litigation in which the applicant was involved during the last five years, including any current litigation.
- (e) Authorization for employer to seek detailed references.
- (f) Number of Technical & Administrative Employees in parent company, subsidiary company and how these would be involved in this work (in Form "E-1")

12.0 CONSTRUCTION PLANT & EQUIPMENT

Applicant should furnish the list of construction plant and equipment including scaffolding etc., likely to be used in carrying out the work. (in Form "F"). Details of any other plant & equipment required for the work (not included in Form "G") and available with the applicant may also be indicated.

13.0 LETTER OF TRANSMITTAL

The applicant should submit the letter of transmittal attached with this document.

14.0 TENDER SUBMISSION

After evaluation of technical bid and financial bid applications, the shortlisted agency only would be invited to execute the work.

15.0 AWARD CRITERIA

15.1 The employer reserves the right, without being liable for any damages or obligation to inform the applicant to:

- (a) amend the scope and value of contract to the, applicant.
- (b) Reject any or all of the applications without assigning any reasons.

15.2 Any effort on the part of the applicant or his agent to exercise influence or to pressurize the employer would result in rejection of his application. Canvassing of any kind is prohibited.

LETTER OF TRANSMITTAL

From:

To

The Director Operations,

All India Tennis Association,

Africa Avenue Road,

New Delhi.

Subject : Submission of technical bid application for the work of waterproofing and structural strengthening at R.K.Khanna Tennis Stadium.

Sir,

Having examined the details given in technical bid Notice and technical bid document for the above work, I/We hereby submit the technical bid document and other relevant information.

- 1.I/We hereby certify that all the statements made and information supplied in the enclosed forms A to F and accompanying statement are true and correct.
- 2.I/We have furnished all information and details necessary for technical bid evaluation and have no further pertinent information to supply.
- 3.I/We submit the requisite certified solvency certificate and authorize the Director Operations/Architect to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/We also authorize the Director Operations/Architect to approach individuals, employers, firms and corporation to verify our competence and general reputation.
- 4.I/We submit the following certificates in support of our suitability, technical know how and capability for having successfully completed the following works.

Name of Work :

Certificate from :

Enclosures:

Seal of Applicant Date of Submission :

Signature of Applicant(s)

I. Financial Information Financial Analysis - Details to be furnished duly supported by figures in balance sheet/profit & loss account for the last five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached)

Years

- (i) Gross Annual Turnover on construction works
- (ii) Profit/Loss

II. Financial arrangements for carrying out the proposed work.

III. The following certificates are enclosed:

- (a) Tax Deducted at Source Certificates from the clients for the last three years.
- (b) Income Tax Clearance Certificate.
- (c) Solvency *Certificate* from Bankers of Applicant.

Signature of Applicant(s)

Signature of Chartered Accountant with Seal

FORM 'B'

Detail of All Works of Similar Class Completed During the Last Seven Years Ending Last day of the Month March 2007.

S.No.	Name of work /project and location	Owner or Sponsoring Organization	Cost of work in crores	Date of Commencement as per contract	Stipulated Date of Completion	Actual Date of Completion	Litigation/arbitration pending/in progress with details*	Name and address/telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

*Indicate gross amount claimed and amount awarded by the Arbitrator

Indicate name of waterproofing chemical for each project :

Indicate description of waterproofing process used for each project:

Provide copy of guarantee issued for each project.

Signature of Applicant(s)

FORM 'C'

Projects under Execution or Awarded

S. No.	Name of work project and location	Owner or sponsoring organization	Cost of work	Date of commencement as per contract	Stipulated date of completion	Upto date percentage progress of work	Slow progress if any, and reasons thereof	Name and address/ telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

Signature of Applicant

FORM D

Performance Report of Works Referred to in Form "B" & "C"

1.Name of work/Project & Location

2.Agreement No.

3.Estimated Cost

4.Tendered Cost

5.Date of Start

6.Date of completion

- (i) Stipulated date of completion
- (ii) Actual date of completion

7.Amount of compensation levied for delayed completion, if any.

8.Amount of reduced rate items, if any.

9.Performance Report

- (1) Quality of Work Very Good / Good / fair / Poor
- (2) Financial Soundness Very Good / Good / fair / Poor
- (3) Technical Proficiency Very Good / Good / fair / Poor
- (4) Resourcefulness Very Good / Good / fair / Poor
- (5) General behavior Very Good / Good / fair / Poor
- (6) Any subsequent leakage after first treatment Yes/No

Dated :

Executive Engineer/Project Manager/Architect/ Equivalent

FORM "E"

Structure & Organisation

1. Name & Address of the applicant
2. Telephone No./Fax No.
3. Legal status of the applicant (attach copies of original document defining the legal status)

(a) An individual

(b) A proprietary firm (c) A firm in partnership

(d) A limited company or Corporation

4. Particulars of registration with various Government bodies (attach attested photocopy)

Organization/Place of registration

Registration No.

A.

B.

C.

5. Names and Titles of Directors & Officers with designation to be concerned with this work.
6. Designation of individuals authorized to act for the organization.
7. Was the applicant ever required to suspend construction for a period of more than six months continuously after you commenced the construction? If so, give the name of the project and reasons of suspension of work.
8. Has the applicant, or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.
9. Has the applicant or any constituent partner in case of partnership firm, ever been debarred/ black listed for tendering in any organization at any time? If so, give details.
10. Has the applicant or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details. In which field of Civil Engineering construction the applicant has specialization and interest?
11. Any other information considered necessary but not included above.

Signature of Applicant(s)

FORM 'E-1'

Details of Technical & Administrative Personnel to be Employed for the Work

S. No.	Designation	Total number	Number available for this work	Name	Qualifications	Professional experience and details of work carried out	How these would be involved in this work	Remarks
1	2	3	4	5	6	7	8	9

Signature of Applicant

FORM ' F'

Details of Construction Plant and Equipment Likely to be used in Carrying out the Work

S. No.	Name of Equipment	Nos	Capacity or Type	Age	Condition	Ownership status			Current Location	Remark
						Presently owned	Leased	To be purchased		
1	2	3	4	5	6	7	8	9	10	11

1. Welding generators
2. MS. pipes
3. Steel scaffolding
4. Hammer drills

Pneumatic equipment

1. Air compressors (diesel)
2. Grouting pumps

Dewatering equipment

1. Pump (diesel)
2. Pump (electric)

Power equipment

1. Diesel generators

ANY other plant/equipment

Signature of Applicant(s)

FINANCIAL BID

NAME OF WORK: CONSTRUCTION ADDITION AND ALTERATION WORKS AT R.K.KHANNA TENNIS STADIUM – STRUCTURAL STRENGTHENING AND WATER PROOFING WORKS

FINANCIAL BID FOR WATER PROOFING TREATMENT							
Authorised signatory & designation							
Name of the company							
Address & contact details							
S. No.	Item	Discription	Quantity	Unit	Specification/Material Used	Rate	Amount
1	External - Top Surface	Injection grouting for cracked surfaces and approved Sealant Application for complete water proofing	225	sqm			0
2	Internal - Lower surface	Providing chipping on the rusted reinforcement and treating it with rust removers, approved primer and plaster including water proofing	4462	sqm			0
3	Stadium Seats	Providing and applying sealant for seat stand plate including water proofing	3254	NO.			0
4	Expansion joint	Sealing the joint as per approved material for complete water proofing	24	m			0
						Total	0
TERMS AND CONDITIONS							
a.	Minimum 20 years guarantee (it should be free from any condensation, split / leakage, thermal cracks for this duration)						

b.	The rate should be inclusive of all taxes , equipments and materials.			
c.	Any discrepancy at the site is not entertained.			
d.	Contractor should submit detail specs and chemical properties in compliance with relevant IS codes with detailed description of their product.			
e.	Rate should be valid for minimum duration of 12 months			
f.	Submit detailed specifications/compliance with IS Codes separately.			
	I/ We hereby declare that I/ We have inspected and satisfied/ ourselves thoroughly and I/We are conversant with the local conditions, the specifications, plans and the kind of work to be executed and the offered rates are based on complete understanding of the project			
				(Signature)
				(Technical Manager)

SPECIAL CONDITIONS

**WATER PROOFING WORK
FOR**

**R.K.KHANNA TENNIS STADIUM
AT
1, AFRICA AVENUE,
OPPOSITE SECTOR-2, R.K.PURAM,
NEW DELHI-29**

Architects:
M/S S.G.LAKHANPAL & ASSOCIATES
G-45A, PALAM VIHAR,
GURGAON

INDEX

S. NO	SECTIONS
1	GENERAL
2	OWNER, DESIGN ARCHITECT
3	SITE
4	SCOPE OF WORK
5	SITE CONDITIONS
6	STANDARD CONDITION OF CONTRACT AND SPECIFICATIONS
7	SAMPLES AND SHOP DRAWINGS
8	SITE HAZARD
9	TRESPASS
10	TIME OF COMPLETION
11	SCHEDULE AND MANNER OF OPERATIONS
12	CONSTRUCTION PROGRAMME & SCHEDULING OF OPERATIONS
13	POLICE REGULATIONS
14	TRAFFIC REGULATIONS
15	MAINTENANCE
16	COMPLETION CERTIFICATE
17	COORDINATION AND PERIODICAL REVIEW MEETINGS
18	WARRANTIES
19	TERMINATION
20	NOTES
21	INSPECTION AND TESTING OF MATERIALS
22	AS BUILT DRAWINGS
23	MEASUREMENT AND CHECK MEASUREMENT, METHOD OF WORKMANSHIP AND MATERIALS
24	OTHER CONDITIONS
25	STORAGE OF CEMENT
26	FAIR WAGES CLAUSE
27	RULES FOR PROVISION OF HEALTH AND SANITARY ARRANGEMENT FOR WORKERS
28	PAYMENTS AND CERTIFICATES
29	INSURANCE

1. GENERAL

These special conditions shall be read in conjunction with all other documents forming part of the contract. Wherever there shall be conflict/clarity , with other relevant clauses the more stringent shall prevail.

2. OWNER AND DESIGN ARCHITECT

The names and addresses of the Owner and Design Architect for this project are as follows: -

OWNER: All India Tennis Association, 1 Africa Avenue, Opposite Sector-2, R.K.Puram, New Delhi-29

ARCHITECT: S.G. Lakhanpal Associates, G-45A, Palam Vihar, Gurgaon

3. SITE : R. K. Khanna Tennis Stadium, 1 Africa Avenue, Opposite Sector-2, R.K.Puram, New Delhi-29

4. SCOPE OF WORK

The scope of work consists of Water Proofing at R. K. Khanna Tennis Stadium, 1 Africa Avenue opposite Sector-2, R.K.Puram, New Delhi-29 illustrated in Specifications. The contractor shall carry out the work in accordance with Drawings, Specifications, Special Conditions and details and instructions issued by the Architect from time to time.

The contractor will familiarize himself with all details and will bring any discrepancies /anomalies to the knowledge of the Architects.

The contractor shall carry out and complete the work in every respect in conformity with the current rules and regulations of the local authority, stipulations of the Bureau of Indian Standards and with the direction of and to the satisfaction of the Architect.

5. SITE CONDITIONS:

The work is to be carried out within the existing premises. Work will have to be carried out suiting the convenience of the working facilities. Contractor/Contracting Agency shall make himself acquainted with all conditions and situations obtaining at the site.

The rate quoted by the Contractor shall take into account all such factors and no extra shall be payable on any account especially on the pleas that the contractor was not aware of any particular situation or condition.

6. STANDARD CONDITION OF CONTRACT AND SPECIFICATIONS

The work shall be carried out in conformity with:

1. The Standard specifications of the Architects S.G. Lakhanpal Associates
2. Relevant Indian Standard Specifications.
3. Specifications of the Bill of Quantities.
4. General conditions of contract of the C.P.W.D.

In case of any discrepancy or inconsistency between among the above documents and the Bill of Quantities etc. the most stringent shall apply.

7. SAMPLES & SHOP DRAWINGS

After the award of the contract, the contractor shall furnish for the approval of the Architect, samples and shop drawings (where appropriate) of all materials, finishes and work listed elsewhere in these conditions (see annexure attached). These samples/Shop drawings shall be prepared either at the site or at contractor's workshop to meet the time schedule finalized with the Project Manager/Architect immediately after the award of the contract. Unless specifically authorized otherwise all samples shall be submitted well in advance of the commencement of work as decided by the Project Manager/Architect. Shop Drawings for windows, glazing, etc. shall show large-scale details of joints, connections, welding/assembly details etc.

Samples/shop drawings referred to in the Annexure pertain to major items only. The contractor shall furnish samples of other materials/ finishes also such as wall finishes (paint finish etc.) Hardware, etc., which call for approval by the Architect/Project Manager.

All Samples shall be made to the size and in the manner required by Project Manager Architect. In the case of items such as floor finish, etc. a number of samples using different combinations of ingredients may have to be made before the final selection is made. All such sample work, shop drawings, etc. shall be produced by the contractor at his cost and no extra payment shall be made for the same.

8. SITE HAZARD

The contractor shall ensure cleanliness and keep the site free from all debris, hazardous material loose wires, open fires or any other materials and avoid damage due to negligence. Signages shall be installed at site at contractor's cost as per the direction of Project Manager.

9. TRESPASS

It shall be the responsibility of the Contractor to ensure that his workmen do not trespass into areas and buildings adjacent to the construction site, and into areas of other Contractors within the Building and within the Site as well. The Contractor shall enforce proper discipline in this regard by making proper arrangements including security and safety lighting of minimum intensity of 500 Lux with sodium vapour lamps for watch and ward highlighting, passages, pathways, excavated pits, shafts, stairs etc. at no extra cost.

10. TIME OF COMPLETION

The work of above interior work shall be completed in 3 (Three) Months from the date of issuing the Work Order and possession of site

11. SCHEDULE AND MANNER OF OPERATIONS

Time being of the essence in the execution of this Contract, the Contractor will be expected to furnish all labour and materials in sufficient quantities and at appropriate time, expedite and schedule the work as required and so manage the operation that the work will be completed within the time allotted in the contract. He will provide an activity chart, sequence of operations, a detailed time and progress schedule and graphic schedule of proposed procedures to the Architect for approval. The contractor shall maintain an activity register showing the activity charts for the forthcoming tasks.

The Contractor shall exercise extreme care at all times to maintain cleanliness in all operations, avoid fire and accident hazards and remove all inflammable debris promptly.

The site shall be kept clean of construction dirt, and debris and shall be maintained in a condition reasonably acceptable to the Owner at all times, it shall be the specific responsibility of the Contractor for Water Proofing Work to fully advise other contractors as to what responsibility each has in so scheduling and performing their work as to conform to the established progress schedule and the contract completion date.

12. CONSTRUCTION PROGRAMME & SCHEDULING OF OPERATIONS:

The contractor along with his tender shall submit a tentative construction program indicating the scheduling of various activities. The program should clearly indicate the scheduling and duration of various activities etc. with a firm commitment to adhere to the various activities.

The contractor shall mobilize equipment, tools, plant, material, labour etc. in sufficient quantities so as to complete the work to meet the above agreed construction program. In the event of delays in the construction activities, the contractor shall mobilize additional resources to complete the job in the specified time period and at no extra cost to the owner.

The Owner may suggest an alternative scheduling of operations, should they find it necessary, to accomplish the targets and the contractor shall accordingly mobilize additional resources at no extra cost to the owner.

13. POLICE REGULATIONS

Allow for complying with all police regulations in connection with the use of public roads and footpaths in so far as they affect the works.

14. TRAFFIC REGULATIONS

The contractor shall ensure compliance with all traffic regulations around the site and schedule movements, of his trucks accordingly. He must obtain necessary permits from traffic authorities for the purpose. The Owner will entertain no claims for delays or extra payment resulting from any of these restrictions.

15. MAINTENANCE

The contractor shall make good at his own cost damage, if any to the existing roads, paving, other structures occasioned by heavy traffic, delivery of materials and building operations by the Contractor generally to the complete satisfaction of the Architect/ Project Manager and Owner.

16. COMPLETION CERTIFICATE

On completion of the entire construction work to the satisfaction of Architect, a certificate shall be furnished by the contractor.

17. COORDINATION AND PERIODICAL REVIEW MEETINGS

To facilitate satisfactory completion of the work under this contract, and to coordinate work with the other agencies working at the site, meetings will be held in the office of the Owner every week. During these meetings progress of various works will be reviewed and those matters needing clarifications/decisions to expedite the work will be taken up. Regular review of minutes of these meeting issued by the Architect same undertaken to keep the progress up to date.

DAILY REPORT

- i) Category and area-wise "Manpower Deployment"
- ii) Programme for the forthcoming day – area-wise based on agreed detailed net work programme.

REVIEW MEETINGS

A Construction Manager of the Contractor shall attend weekly/Monthly review meetings at the Work Site, conducted by the Project Manager. In addition, co-ordination meetings called monthly or fortnightly as the need be, will be attended by the Owner, Project Manager, and the contractor's partner/chief executive to review the progress of work and sort out problems, if any, with an idea of ensuring the completion of the project within the stipulated time period.

18. WARRANTIES

The contractor shall provide all relevant warranties from the manufacturers favoring All India Tennis Association, on all materials supplied by manufacturers, wherever applicable.

19. TERMINATION

The Owner reserves the right of termination of the Contractor without incurring any liabilities whatsoever, upon

the happening of any of the events mentioned below/receipt of written notice from the Architect of irregularities in the performance of work by the Contractor.

1. Undue delay in by the Contractor in commencement of work and report by Architect of such delay.
2. Non adherence by Contractor to specified materials and details. The contractor will familiarize himself about the drawings and availability of the specified material and non availability of specific material and or inability to follow drawings at a later date will not be a valid reason for any delay whatsoever

This project being time bound all penalties for delay in project work on the Contractors account shall be deducted from the contract value, which shall be over and above the liquidated damages.

20. NOTES

All items of work under the contract shall be executed strictly in accordance with the description of the item in the Schedule of Quantities and relevant drawings read in conjunction with the appropriate Indian Standard Specifications.

- 1) The rate for each item of work included in the Schedule of Quantities (irrespective to the description of the item) shall unless expressly stated otherwise include the cost of:
 - a) All materials, fixing materials, accessories, operations, appliances, tools, plant, equipment, transport, labour, and incidentals required in preparation for in the full and entire execution and completion of the work called for in the item and as per drawings completely.
 - b) Waste on materials and labour.
 - c) Loading, transporting, unloading, handling/double handling, hoisting to all levels, setting fitting and fixing in position, protecting, disposal of debris and all other labours necessary in and for the full and entire execution and to fully complete the job in accordance with the contract documents, good practice and recognized principles. This also includes materials, appliances, equipment's and accessories not specifically mentioned in herein or noted in the drawings/documents as being furnished or installed but which are necessary and customary to make complete installation as described herein properly converted in efficient working order.
 - d) Liabilities, obligations and risks arising out of the Conditions of Contract.
 - e) All requirements of Bill of Quantities, whether such requirements are mentioned in the item or not. The specifications and drawings where available are to be read as complimentary and to and part of the Bill of Quantities and any work call for in one shall be taken as required for all.
 - f) In the event of conflict between the Bill of Quantities and the drawings, the most stringent shall apply and the interpretation of the Architect shall be final and binding.
- 2) The Contractor shall be paid for the actual quantity of work executed by him in accordance with the drawings at the contract rates.

- 3) The Quantities given in the schedule are provisional. The Owner reserves the right to increase or decrease the quantities of work or to totally omit any items of work and the contractor shall not be entitled to claim any extras or damages on these grounds.
- 4) This schedule shall be fully priced and the extensions and totals duly checked. The rates for all items shall be filled in printer or ink. The entries under the amount column shall be rounded off to the nearest Rupee.
- 5) The rates for all items shall be mentioned both in words and figures.
- 6) No alteration whatsoever is to be made to the text or quantities of this schedule unless the Architect authorizes such alteration in writing. Any such alterations, notes or additions shall, unless authorized in writing be disregarded when the tender documents are considered.
- 7) In the event of an error occurring in the amount column of the schedule as a result of a wrong extension of unit rate and quantity, the unit rate quoted by the tenderer shall be regarded as firm and the extensions shall be amended on the basis of the rates.
- 8) All errors in totaling in the amount column and in carrying forward totals shall be corrected.
- 9) The rates for the items included in this schedule be generally inclusive of the following, as applicable, irrespective of the mentioning of the same in the nomenclature of the item:
 - a) Rough grounds, framing members etc. as shown and as required to suit the site conditions
 - b) Planning smooth all faces of the various members except rough ground and such
 - c) All screws, nails, pins, key and other such fixing accessories.
 - d) Rawl bolts/expansion bolts, nuts, etc. as required for fixing to supports.
 - i) Red oxide primer protective coats to all concealed steel members, after preparation of surface and phosphating.
 - j) Solignum treatment to all hidden wood members and Bitumen painting to all board or ply faces coming into contact with masonry or concrete faces.
 - k) Painting or polishing as per relevant specifications and as called for. l) (ESI and provident fund shall be deducted) as per the decisions of All India Tennis Association

21. INSPECTION AND TESTING OF MATERIALS

1. Contractor shall be required, if requested, to produce manufacturers Test Certificate for the particular batch of materials supplied to him. The tests carried out shall be as per the relevant Indian Standards.
2. For examination and testing of materials and works at the site Contractor shall provide all Testing and Gauging Equipment necessary but not limited to the followings:-
 - a) Theodolite
 - b) Dumpy level
 - c) Steel tapes
 - d) Weighing machine
 - e) Plumb bobs, Spirit levels, Hammers
 - f) Micrometers
 - g) Thermometers, StovesAll such equipment shall be tested for calibration at any approved laboratory, if required by the Project Manager.

All Testing Equipment shall be preferably located in special room meant for the purpose. The contractor shall without extra cost provide samples and cooperative in the testing of materials. The Architect/Project Manager shall have access at all times to the places of storage and where materials are being manufactured and proceeded for use in the works under contract to determine whether their manufacture and process are proceeding in accordance with the drawings and specifications. The Architect/Project Manager shall during the progress of the works have power to order in writing from time to time in respect of the following:

- a) The removal from the site, within such time or times as may be specified in the order, of any materials which in opinion of the Architect/Project Manager are not in accordance with contract.
- b) The substitution of proper and suitable materials and
- c) The removal and proper re-execution, notwithstanding of any work which in respect of materials or workmanship is not, in the opinion of the Architect/Project Manager in accordance with contract.

The contractor shall carry out such order at no extra cost to the Architect/Project Manager in case of default on the part of the contractor in carrying out such order, the Architect/Project Manager shall be entitled to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental there shall be recoverable from the contractor by Architect/Project Manager or any be deducted by the Architect/Project Manager from any monies due to or which may become due to the contractor.

In lieu of removing the work or materials not in accordance with the contract, the Architect/Project Manager may order such work or materials to remain and in that case such may be paid at the reduced rates as may be decided by Architect/Project Manager. However any action by the Architect/Project Manager under this para shall not any way absolve the contractor from his responsibility and liabilities as per conditions of contract.

22. AS BUILT DRAWINGS

The Contractor shall maintain one as built copy of all Drawings, Specifications, Addenda variations, approved submittals, correspondence, and transmittals at the site in good order and readily available to the Owner and the Project Manager. The As built Drawings shall be clearly and correctly marked and As built specifications annotated by the Contractor to show all changes made during the construction process at the time the changed Work is installed. No such changes shall be made in the Work unless previously authorized by the change order or by specific approval of deviations or revisions in submittals.

The Contractor shall prepare and furnish to the Architect / services consultant accurate as built drawings if required. Architect / Services consultant shall approve these drawings after due verification at site. After approval, the contractor shall submit to Project manager, A1 size three (3) black line white paper prints as well as soft copy in form of CD of each drawing as pert of close out documents. Project manger shall forward the same to the Owner for their records and for maintenance and operation.

Final bill shall not be released till the receipt of the accurate as built drawings, installation, testing and commissioning reports, permissions and approvals, all warranties /certificates due to the owner.

23. MEASUREMENT AND CHECK MEASUREMENT, METHOD OF WORKMANSHIP AND MATERIALS:

24.1 Payment for the work done by the contractor will be made for the finished work based on the measurement recorded in measurement books by any deputed person of A.I.T.A. not lower than a Assistant Engineer / Consultant and check-measured by any office not lower than a Project Manager. The measurement shall be recorded at various stages of the work while in progress for the proper assessment of the quantities of work done and also after work is completed or when the contract is terminated. The contractor shall be present at the time of recording of each set of measurement and their check-measurement and accept them, then and there so as to avoid disputes at a later stage. If the contractor is not available at the work spot at the time of recording measurements or check-measurements the particulars of the measurements shall be signed by the authorized agent of contractor based on which the contractor shall accept the set of measurements without any further dispute. If for any reason the contractor's authorized agent is also not available at site, the work shall be suspended by the Project Manager. The A.I.T.A. shall not entertain any claim from the contractor for any loss incurred by him on his account. The contractor shall however note that the A.I.T.A. can't indefinitely wait for recording the measurements due to the absence of the contractor and his authorized agent and check-measure them even in the absence of the contractor after giving in writing a notice of 3 days.

Before taking measurements of any work the project engineer or the person depute by him for the purpose shall give a reasonable notice to the AITA.

The Contractor shall, without extra charge, provide assistance with every appliance, labour and other this necessary for measurements.

Measurements shall be signed and dated by both the parties each day on the site on completion of measurements recorded on behalf of the Owner, a note to that effect shall be made in the Measurement. Book against the items objected to and such note shall be signed and dated by both parties engaged in taking the measurements.

Measurements will be recorded for furnished work for which all tests are conducted and the work is done in accordance with C.P.W.D. / Architect's specification.

The actual volume of stone and aggregate shall be completed after deducting the following percentages from the volume computed by stack measurements.

Standard size of aggregate and stone Percentage reduction in volume computed by stack measurements to arrive at the volume to be paid for

1. Stone 40
2. 40 mm and 25mm 10

3. 20mm, 12mm, 10mm and 6mm 05
4. Fine aggregate Nil
5. Gravel 20

Unless otherwise directed, measurements shall not be taken until sufficient material for use on work have been collected and stacked. Immediately after measurements the stack shall be marked by whitewash or other means as directed by the Project Architect.

Construction Materials

The contractor has to make his own arrangement for procurement, supply and use of all construction materials including “cement, steel and waterproofing materials etc. the following should be ensured.

a) All materials so procured should confirm to the relevant specifications indicated in the tender” documents or to alternative standard is or specifications which are equal or higher in quality than those specified subject to Architect/Project Manager’s prior review and written approval.

b) All materials to be supplied should fully confirm to provisions of Architect’s / I.S.

Specifications as applicable.

Materials, workmanship, period and certificate of maintenance and defect liability Quality all materials and workmanship shall be to the respective kinds described in the contract and in accordance with Architect/Project Manager’s instructions and shall be subjected from time to time to such tests as the Architect/Project Manager may direct at the price of manufacture or fabrication or on the site or at such other place or places as may be specified in the contract, or at all or any such places. The contractors shall provide such assistance, Instruments, Machines, labour and materials as are normally required for examining measuring and testing the work and the quality weight or quantity of any materials used and shall supply samples of materials before incorporation in the works for testing as may be selected and required by the Architect/Project Manager at his cost.

Tests, inspection of defective materials

A. Cement

The contractor has to make his own arrangements for the procurement of cement of required specification required for works subject to the following.

a) The contractor shall procure bulk cement required for the works, only from reputed cement factories (Main

producers) acceptable to the Architect/Project Manager The contractor shall be required to furnish to the Architect/Project Manager Bills of payment and test certificates issued by the manufacturers to authenticate procurement of quality cement from the approved cement factory. The contractor shall transport it in pressurized cement haulers. The haulers shall have to collect duplicate gate pass from the factory for the quantity of cement received by him for each trip of cement haulers. One copy of gate pass shall be handed over to the Architect/Project Manager. The contractor shall make own arrangements for adequate storage of cement.

b) The contractor shall procure cement in standard packing (50Kg per bag) or from the authorized manufacturers. The contractor shall make necessary arrangement at his own cost to the satisfaction of Architect/Project Manager for actual weighment of random sample from the available stock and shall confirm with the specification laid down by the Bureau of Indian standards or other standard institutions as the case may be. Cement shall be got tested for all the tests as directed by the Architect/Project Manager atleast once in a month in advance before the use of cement bags brought and kept it at site go down.

Cement bags required for testing shall be supplied by the contractor free of cost.

- c) The contractor should store the cement of 60 days requirement at least one month in advance to ensure the quality of cement so brought to site and shall not remove the some without the written permission of the Architect/Project Manager.

The contractor shall forth with remove from the works area any cement that the Architect/Project Manager may disallow for use on account of failure to meet with required quality and standard.

- d) The contractor will have to construct shed for storing cement having capacity not less than the cement required for 90 days use at appropriate locations at the work site. The Architect/Project Manager or the representatives shall have free access to such stores at all times.
- e) The contractor shall further at all times satisfy Architect/Project Manager on demand by production records and books or by submissions of returns and other proofs as directed that the cement is being used on tests and approved by Architect/Project Manager for the purpose and the contractor shall at all times keep his records up to date to enable the Architect/Project Manager to apply such checks as he may desire.
- f) Cement which has been unduly long in storage with the contractor or alternatively has deteriorated due to inadequate storage and thus become unfit for use on the work shall be rejected by the department and no claims will be entertained. The contractor shall forthwith remove from the work area any cement the Architect/Project Manager disallow for use on work and replace it by cement complying with relevant Indian Standards.

24 OTHER CONDITONS

24.1 Inspection of site and alignment by Tenderer

Tenderer when submitting the tender should certify in the tender that they have actually inspected the site and

alignment of work and have examined before the nature and extent to various kinds of soils at various depths and have based their tenders on such examination by them.

The contractors shall make their own arrangements for all the tools and plants. A statement giving brief particulars of equipment and resources that will be at their disposal for the execution of this work, shall accompany the tender (Annexure IV)

24.2 Taxes

All taxes such as Sales tax, Seigniorage, Royalties etc., in respect of materials to be consumed on the work and also in the finished item of work etc., must be born by the contractors themselves.

24.3 Supplemental items.

- A. The contractor is bound to execute all supplemental items that are found essential, incidental, contingent and inevitable during the execution of work, at the rates to be worked out as detailed below.
- B. For items directly deductible from similar items in the agreement, the rates shall be derived by adding to or subtracting from the agreement rate of such similar items. The cost of the difference in quantity of materials or labour between the new items and the similar items in the agreement, worked out with reference to the Delhi schedule of rates
- C. For new items which do not correspond to any in the agreement the rate shall be Standard schedule to rate of the year
- D. No charges towards rehandling of excavated soils or materials will be paid for if deposited at the place other than those earmarked by the Architect/Project Manager.
- E. Equal Remuneration Act 1976 Equal remuneration will be paid to both male and female employees or workers engaged for the same work or work of similar nature.

Employer/ Contractor shall not show any discrimination while recruiting men and women workers in his establishment project/ work.

Failure to act in effective implementation of the law will be viewed seriously and cases will be initiated against the employers violating the law.

- F. Cleaning the site, taking mark out, making center line, construction of necessary pillars for bench mark and mark out etc. shall be done at the cost of the contractor. For Final clearance of the site shall be done by the contractor at his own cost. The contractor shall vacate the premises, with all equipment etc., within 15 days of being asked to do so by the A.I.T.A.

24.4 Over payment or wrong payment

In case of over payment or wrong payment made, if any to the contractor due to wrong interpretation of the provisions of the contract or other wise or due to over sight or calculation error etc. Such unauthorized payment will be deducted in the subsequent bills or final bill of the work form the contractor or at any time thereafter from his security deposit available with the A.I.TA.

It shall be the responsibility of the contractor to store explosives if any required in accordance with the rules of explosive and other rules that any be in force for the time being very carefully at a safe place.

24.5 Escalation

No escalation in rates will be paid.

24.6 Accident Relief and Workmen Compensation

- A. The Contractor shall at all times indemnify the A.I.T.A. against all claims which may be under the workmen's compensation act or any statutory modification thereafter or rules of compensation payment in consequent of any accident or any injury sustained by any workmen engaged in the performance of the work relating to this contract.
- B. In all cases of personal injury to the workman employed by a contractor for this work for which contractor is liable to pay compensation under Workmen's compensation Act, he shall pay the prescribed medical aid and the fee to the A.I.T.A. and recovery effected from the contractor's bills.
- C. No claim shall be entertained if the same is not represented in writing to the A.I.T.A. witin 15 days of its occurrence.

24.7 Return of Plant and Machinery

- A. The contractor shall return all the plant and machinery in good condition to the person in-charge of Plant and Machineries at section stores after their use on work and obtain a certificate in duplicate to the effect that the said plant and machineries were returned back in good condition at relevant stores.
- B. The contractor shall retain one copy of the certificate for himself and produce the other to the concerned Project Manager of the work who in turn will enclose it to the contractors bill for the work done while submitting the bill to the A.I.T.A.

24.8 Apprentices Act

The contractor shall during the currency of the contract as called upon by the A.I.T.A. engage and also ensure engagement by his agents and other employed by the contractor in connection with the work such number of apprentices in the categories as required by the

A.I.T.A. and for such periods as may be required by the Project Manager in charge. The contractor shall train them as required under the Apprentices Act, 1961 and the rules made there under and shall be responsible for all obligations of the employees under the said act including the liability to make payment 4 (a) to apprentices as required under the said act.

24.9 Quality control:

Quality control shall be primary responsibility of the Contractor executing work. All quality control tests / records shall be maintained by the contractor as specified in IS code or as per the directions of Architect/Project Manager at the cost of contractor. During the inspections by the Architect/Project Manager, if any sub-standard work or excess payments are noticed with reference to measurement books etc. recovery will be ordered based on their observations and these will be effected by Architect/Project Manager.

The final bill will only be replaced after a certificate is furnished by the Architect/Project Manager that the work has been executed as per their requirement and to their satisfaction.

- A. Drawings to be kept at site
- B. One copy of the drawing furnished to the contractor shall be kept by the contractor on the site and the same shall at all reasonable time be available for inspection and use by the Architect/Project Manager.
- C. Order Book: An order book shall be kept at the office on the site of the work. As far as possible all orders regarding the work are to be entered in this book. All entries shall be signed and dated by the Architect/Project Manager who issues such orders and by the contractor or by his representative. The order book shall not be removed from the workshop except with the written permission of the Architect/Project Manager.
- D. Variations by way of modification, omissions or additions.
- E. For all modifications omissions from or additions to the drawings and specifications, the Architect/Project Manager will issue revised plans, or written instructions, or both and modification, omissions or additions shall be made as authorized and directed by the Architect/Project Manager in writing.
- F. Architect/Project Manager shall have the privilege of ordering modifications, omission or additions at any time before the completion of the work and such orders shall not operate to annul those positions of the specifications with which said changes do not conflict.

24.10 Security Measures

- A. The contractor shall be responsible for the security of works for the duration of the contract and shall provide and maintain continuously adequate security personnel to fulfill these obligations. The requirements of security measures shall include but not limited to maintenance of order on the site, provision of all lighting,

fencing guard, flagman, and all other measures necessary for the protection of the works within the colonies, camps and elsewhere on the site, all materials delivered to the site, all persons employed in connection with the works continuously throughout working and non-working period including nights, Sundays and holidays for duration of the contract.

- B. Other Contractors working on the site concurrently with the contractor will provide security for their own their security provision shall in no way relieve the contractor of his responsibilities in this respect.
- C. Separate payment for provision of security services will not be made and its cost shall be deemed to have been included in the offer of the tenderer.

24.11 The contractor shall at all times during the currency of the contract, comply fully with all existing Acts, regulations and by laws including all statutory amendments and reenactment's of state or central government and other local authorities and any other enactments, notification and acts that may be passed in future either by the state or the central government or local authority including Indian workmen's compensation Act, 1923. Contract labour (Regulation and Abolition) Act 1970. The child labour prohibition and regulation Act 1986 and Equal remuneration Act, 1976. Factories Act., minimum wages Act 1948, provident fund Act 1986 and Equal remuneration Act 1976. Factories Act., minimum wages Act 1948, provident fund regulations. Employees provident fund Act 1952, schemes made under the same Act. The buildings and the construction workers (Regulation of employment and condition of service) Act, 1996. The Cess Act, 1996 and also applicable labour regulations, health and sanitary arrangement for workmen, insurance and other benefit and shall keep department indemnified in case any action is commenced by competent authorities for contravention by the contractor.

25 STORAGE OF CEMENT

- A. It is often necessary to store Portland cement, some times for a period of months. This is particularly true when transportation facilities must be need to their capacity and deliveries.
- B. Portland cement ready absorbs moisture not only in the form of free water but also moisture from the atmosphere or from damp material in contact with it and becomes hydrated and loses strength. It is necessary therefore that it should be protected from absorption of moisture before it is used if it is to fulfill its function. An absorption of one or two percent of water has not appreciable effect but further amounts of absorption, results in hardening of the cement and reduces the strength. If the absorption exceeds 5% the cement is for all ordinary purposes, ruined finally ground cement stored in stacks lend to deteriorate more than coarse cements. In this respects normal hardening Portland cement and high aluminum cements at least affected than rapid hardening Portland cement.
- C. American, Spanish and German experiments have shown that on average the strength of cement stress in bags in reduced.

After 3 months by 15 to 20 percent After 6 months by 20 to 30 percent After 12 months by 30 to 50 percent

After 12 years by 30 to 50 percent After 2 years months by 40 to 50 percent After 4 1/2 years by 50 to 60 percent

- D. These figures prove that special attention should be paid to the storage of cement, even when its strength is equal to or suspense the specified normal strength.
- E. With an extensive range of climate conditions it is difficult to lay down universal rules for the storage of cement by the general principal should always be kept in mind that it is must be protected as far as possible from any form of moisture prior to mixing concrete motor.
- F. During the dry weather in main parts of the country where the relative humidity of the atmosphere even in nights is low (that is to say when there is very little moisture in the air) little or no protection may be necessary and the cement in its stock may require no more than a tarpaulin through for the stack, 1 but there are parts of the country particularly near the coast where the atmosphere is always damp at any time of day or night and then greater precautions are necessary. In such place such as the west coastland he Niligiries and period when heavy rain falls are encountered such greater care has to be l' taken of the cement and proper strength provided it from the damp.
- G. Whenever there is any possibility of the cement exposed to moisture either in the atmosphere or actual ratio it should be stored in a well constructed dry godown or shed. The cement store should be whether tight construction preferable with terraced roofing with a sound wooden or ground to ensure that it is damp proof building with plant roofing are prohibited because of their tendency to leak. Corrugated sheets roofing has tendency to the condense moisture and should be protected by field to prevent wind and rain driving through cement should not be placed directly on cement plater flooring and other types of flooring commonly meant with which are not damp proof. A wooden platform or false floor a sheet of water proof paper should be provided.

If none of these is possible ten floor should be covered with straw, hay, cinder or ash or such other material Densely and Uniformly packed to a thickness of atleast one inch and over laid with tarpaulin of old cement, large windows and ventilators if any should be slightly shut to prevent from circulation of air inside the stores drainage should be provided if necessary to prevent accumulation of water in the vicinity of the store

- H. Cement should be stored-in-piles arranged parallel to the walls. It is advisable to pile bags against the walls and an allowance of at least 0.3M all round should be made between the exterior walls piles at least 0.6M wide should be left for each access and delivery. The outside stocks deterior a similar pile Successive consignments covered with some water proof cover as both measure protection and prevent the free circulation of air as each lot of proper fresh air will bring in more moisture. Once the cement has been properly stored should not be disturbed until it is to be used. There is no advantage in moving and stocking the bags to reduce where house set as this practice only exposes fresh cement to the air resulting in loss due to shifting of cement through the cloth mesh and in damage to the stacks.
- I. Cement required for use immediately after delivery to the site may be stored in the open on a raised damp proof floor so long as it is fully protected by tarpaulin or either whether resisting covers. Storage under these

conditions should be limited to 48 hours. The tarpaulin should be raised well above the top most Tie of Bags and must be stopped or rapid drainage in case of showers.

- a. The storage place required for a given quantity of cement can be calculated from the following data if spared losses over the floor of a store to a depth of 1st floor a ton of cement required about 2.50Sq.M if stored in paper bags laid on their side the area required is 5.00 Sq. M per ton if laid in a single tier and proportionately less if laid on more than one tier. If the bags are stacked in any other manner feet portion the minimum area provided should be increased to allow space for passage etc. to avoid house set in any case not more than 15 bags. If stacked higher than this the Pressure on the bottom bags is liable to burst at or form clod in damp water apart from handling difficulties because of their height.
- b. Consignments should be used in the same sequences as they are delivered. To ensure this the date of arrival of each consignment should be clearly indicated. This is best done by tying a piece of country twine or cord to the end bags in the bottom most tier of the days pile, tacking the two places of card up the sides and along the top of pile and tying the main in the center. The date of receipt in the store being clearly written on a bin card high from the card, dead storage where the cement remains in place for a long time which other consignments of cement come in and out should be avoided.
- c. In issuing cement from a store the cement bags should be removed in vertical column of the pile and not Horizontal so as to avoid dead stoppage space.
- d. As rule cement should not be stored longer than three months and if time is exceeded the material should be restored being needed. Especially in the rainy season prolonged storage should be avoided. If stack is likely to be held over for more than three months anticipatory measures should be taken to use it on the works.
- e. Cement that has become surplus due to storage in damp positions due to exposure to the weather is generally useless for making concrete and should be removed from the site. Air set lumps that can be broken down to floor with the pieces. If such lumps are enormous it is easier to screen them out and discard them if the proportion of air cement is considerable. The fine material after screening should be tested to determine whether it has become defective.
- f. The cement in bags is stored in high piles for long periods. There is often a slight tendency in the lower layers, caused by the pressure-above this is known as warehouse set. Cement in this condition, an every wet not for service and can be reconditioned by letting each drop on a solid surface for using the cement contained.

26. FAIR WAGES CLAUSE

- 26.1** The contractor shall pay not less than fair wages to labourers engaged by him on the work.
- 26.2** Fair wages means wages whether for time or place of work notified by the Government from time to time in area in which the work is situated.
- 26.3** The contractor shall, notwithstanding the provisions of any contract to the cause to be paid to the labourer indirectly engaged on the work, including any labour engaged by the sub-contractor in connection with the said work as if the labourers had been directly employed by him.
- 26.4** In respect of labour directly or indirectly employed on the works for the purpose of the contractors part of the agreement. The contractor shall comply with the rules and regulations on the maintenance of suitable record prescribed for this purpose from time to time by the Government. He shall maintain his accounts and vouchers on the payment towards wages to the labourers to the satisfaction of the Project Manager.

26.5 The Owner/Architect shall have the right to call for such records as required to satisfy himself of the payment of fair wages to the labourers and shall have the right to deduct from the contract amount suitable amount for making good the loss suffered, by the worker or workers due to breach of "Fair Wages" clause to the workers.

26.6 The contractor shall be primarily liable for all payments to be made and for the observance of the regulations framed by the Government from time to time without prejudice to his right to claim indemnity from Sub-contractors.

1. Any violation of the conditions above shall be deemed to be broach of his contract.

27. RULES FOR THE PROVISIONS OF HEALTH AND SANITARY ARRANGEMENT FOR WORKERS

The contractor is to provide at his own expenses the following amenities to the satisfaction of Owner/Architect concerned:

27.1 First Aid:

At the work site there shall be maintained in a readily accessible place first aid appliances and medicine including adequate supply of sterilized dressing and sterilized cotton wool. The appliance shall be kept in good order. They shall be placed under the charge of a responsible person, who shall be readily available during working hours.

27.2 Drinking water

Water of good quality for drinking purpose shall be provided for the worker on a scale of not less than 2 Gallons per head per day.

- a) Where drinking water is obtained from an intermittent public water supply each work site shall be provided with a storage tank, where such drinking water shall be stored.
- b) Every water supply storage shall be at a distance of not less than 10M from any latrine drain or other source of pollution where water has to be drained. Any existing well, which is within such proximity of any latrine, drain or other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. As such wells shall be dust and water proof.
- c) A reliable pump shall be fitted to each inner well. The trap door shall be kept locked and opened only for inspection or cleaning which shall be done atleast once a month.

27.3 Latrine and Urinals:

There shall be provided within the area of every work site latrines and urinals in an accessible place of men and women separately. For each of them shall be on the following scales or the scale as directed by

Architect/Project Manager in any particular case.

1. Where the number of persons employed does not exceed 50
2. Where the number of persons employed exceeds 50 but does not exceed 100
3. for every additional 100

If women are employed separate latrines and urinals separated from those for men shall be provided on the same scale.

Except in work site provided with water flushed latrines connected with a water borne sewage systems all latrine shall be cleaned at least four times daily and at least twice during working hours and kept in a strict sanitary condition. The receipt scales shall be tanned inside and outside at least once a year.

The excreta from the latrines shall be disposed of at the contractor's expenses in out of way pits approved by the local public health authority. The contractor shall also employ adequate number of scavengers and conservancy to keep the latrines and urinals in a clean condition.

27.4 Shelters during Rest:

At the work site there shall be provided two suitable sheds, one for meals and other for rest for the use of workers whose cost is to be borne by contractor.

27.5 Sheds for the Workers:

AITA will not provide any space or structure within the site for shed of workers. The contractor should provide at his own expense and make his own arrangements for housing the workers.

28. PAYMENTS AND CERTIFICATES

Payment will be made to the contractor under the certificates which will be issued at reasonable frequent intervals by the Architect/Project Manager.. The deductions from bills are the normal deduction to be made and do not include any recoveries or forfeiture under penal clauses. The contractor when applying for a certificate shall prepare a sufficiently detail bills based on the figures of quantities and a rates in the contract to enable the Owner/Architect, to check the claims and issue the certificate. The certificates as to such of the claims mentioned in the application are as allowed by the Owner shall be issued within 45days of the previous application. No application for a certificate shall be made within 45 days of a previous application. No omission by the Owner to pay the amount due upon certificates shall violate or annual the contract.

29. INSURANCE

29.1 INSURANCE POLICIES

Before commencing the execution of works, the contractor, without limiting his obligations and responsibilities under this contract, shall insure at his own expense against his liability for any material or physical damage, loss or injury which may occur to any property, including that of the Owner or to any person including any employee of the Owner or a member of the general public, by or arising out of the execution of the works or in carrying out of the contract. Unless otherwise stipulated elsewhere in this contract, it shall be obligatory for the contractor to obtain the insurance cover under the following policies:-

- A) Contractor's All Risks Insurance Policy to cover the following.
 - i. Entire contract value including cost of materials supplied by the Owner, if any, for the period of completion including defects liability period.
 - ii. Third party insurance to cover for any damages to third party. This shall be up to the period of completion of work only.
- B) Policy to cover contractor's liability under Workmen's Compensation Act 1923, Minimum Wages Act 1948, Contract Labour (Regulation and Abolition) Act 1970 and other relevant Acts listed elsewhere. This shall be for the period of completion of work.
- C) Insurance cover against damage, theft, fire or any other loss of all materials and equipment brought to site for which advance payment is claimed - limit of liability not less than the value of such materials at any stage of the contract.

The contractor shall insure against all such liabilities and shall continue such insurance during the whole of the time when any persons employed by him are on the works. Premium for all insurance policies shall be paid by the contractor and shall NOT be reimbursable.

The contractor shall produce to the Owner all certificates of Insurance. These certificates shall be fully executed and shall state that the policies cannot be canceled until ten (10) days after written notice of such cancellation has been given to the Owner.

The contractor shall obtain written certificates of similar certificates from all sub-contractors and thereby assume responsibility for any claims or losses to the Owner resulting from failure of any of the sub-contractors to obtain adequate insurance protection in connection with their work.

The contractor shall provide in the names of the A.I.T.A. and insurance cover from the start date up to the end of the defects liability period i.e.12 months for original works and maintenance works in the amounts and deductions stated in the contract data for the following events which are due to the contractor's risk.

- a) Loss or damage to the works, plant and materials
- b) Loss or damage to the Equipment
- c) Loss or damage of property (except the works plant, materials and equipment) in connection with the contract and
- d) Personal injury or death.

- 29.2** Policies and certificates for insurance shall be delivered by the contractor to the A.I.T.A. before the start date. All such insurance shall provide for compensation to be payable in all types of proportions of currencies required to rectify the loss or damage incurred.
- 29.3** If the contractor does not provide any of the policies and certificates required, the A.I.T.A. may affect the insurance which the contractor should have provided and recover the premium the A.I.T.A. had paid from payment otherwise due to the contractor or, if no payment is due, the payment of the premiums shall be debt due.
- 29.4** Alterations to the terms of an insurance policy shall not be made without the approval of the A.I.T.A. The Beneficiary of the Policy is A.I.T.A. The A.I.T.A. reserves the right to make ay changes in the policy as per its terms and condition.