

GURJAR KARMCHARI ADHIKARI PARISHAD ,JAIPUR
RAJASTHAN

TENDER DOCUMENTS

FOR

CONSTRUCTION OF
INSTITUTION BUILDING

FOR

GKAP
RAJASTHAN

Architects:

M/s Architectural Design & Services.
E-6b, Hanuman Path Shyam Nagar, Jaipur

Ph. 0141- 4043343

Owner:

Gurjar Kramchari Adhikari Parishad
Pilot Bhawan , Near Daink Bhaskar
JLN Marg, Jaipur

ph. 094133-85670, 099281-77514

NOTICE INVITING TENDER

M/s. _____

- 1.01 Sealed labour rate tenders are invited in an envelope from experience and eligible contractors, consisting of Tender Documents and Price bid Envelope, from the pre qualified contractors in the prescribed form are hereby invited by the undersigned for the work as detailed below:

1.	Name of work	:	CONSTRUCTION OF INSTITUTION BUILDING FOR THE “GKAP, RAJASTHAN”. SUB-HEAD: - Labour rate Contract for Civil Structure Work.
2.	Tender Availability	:	On GKAP website gkaprajasthan.com
3.	Receipt of Tender Document	:	Contact person Sh. Mangal Singh : 094133-85670 Sh. Hansraj Gurjar : 099281-77514
4.	Completion Period	:	Two year.

- 1.02 The site for the work is available.

1.4.1 MODE OF SUBMISSION OF TENDERS:

Tender for the present work shall be submitted in a cover super scribing "TENDER - DO NOT OPEN" and Name of work for which the tender is sold.

1.04.2 COVER SHALL CONTAIN

- a) Tender Documents, duly signed and stamped on each page by the tenderer. All proformas forming part of the tender documents shall be filled in, signed and stamped by the tenderer.
- b) Tender Drawings each signed and stamped by the tenderer.

- 1.04.3 Once the tenderer has given unconditional acceptance to **GKAP** for tender conditions in its entirety, he is not permitted to put any remark(s) / condition(s) (except unconditional rebate on quoted rates, if any) in / along with tender enclosed in "Cover No 2".
- 1.04.4 In case the condition 2.4.3 mentioned above is found violated after opening "Cover No. 2", the tender shall be summarily rejected.
- 1.05 The acceptance of tender will rest with **GKAP**, who does not bind itself to accept the lowest tender, and reserves to itself the right and authority to reject and or all the tender received without assigning any reason thereof. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
- 1.06 Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- 1.07 On acceptance of the tender, the name of the accredited representatives of the contractor who would be responsible for taking instructions from the Engineer-in-charge shall be communicated to the Engineer-in-charge within 10 days after the date of written order to commence work.
- 1.08 **VALIDITY OF OFFER**
- The tender for the works shall remain open for acceptance for a period of 90 (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 **GKAP**.
- 1.09 The tender for the work shall not be witnessed by a contractor who himself / themselves has / have tendered or who may tender for the same work. Failure to observe this condition would render tenders of the contractors tendering as well as witnessing the tender liable to summarily rejection.
- 1.10. If it is found that the tender is not submitted in proper manner or contain corrections or absurd rates of amounts, it would be open for **GKAP**. to take suitable action against the contractor.
- 1.11 Unsealed tenders will be summarily rejected.
- 1.12. Before tendering, the contractor shall inspect the site to fully acquaint himself about the condition in regard to accessibility of site, nature and extent of grounds, working conditions including space for stacking of materials, installations of T&P etc. conditions affecting accommodations and movements of labour etc. required for the satisfactory execution of the contract. No claim whatsoever on such account shall be entertained by **GKAP** in any circumstances.

- 1.13. The contractor should read the specifications and study the tender drawings carefully before submitting the tenders.
- 1.14. The contractor's responsibility for the contract shall commence from the date of issue of orders of acceptance of tender.
- 1.15. The contractor should verify all plans, elevations and sections shown in the drawing and in case of doubt about required particulars which may in any way influence his tender, same may be got clarified from the issuing authority of tender before submitting the tender. No allowance whatsoever will be made beyond the contract for any alleged ignorance thereof.
- 1.17. The site for execution of the work will be made available, as soon as the work is awarded.
- 1.18. The tender documents has the specific terms and conditions on which tenders are required Hence, all tender should be in strict conformity with the tender documents and should be filled in where ever necessary and initialed. Incomplete tenders are liable to be rejected. The terms and condition of the tender documents are firm as such conditional tenders are liable to be rejected

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS:

In this contract the following words and expressions shall have meanings hereby assigned to them, except where the context otherwise requires:

1.1 ENGINEER-IN-CHARGE/ARCHITECT:

Engineer-In-Charge shall mean the authority appointed by the owner to perform as Project –In- Charge.

1.2 CONTRACT PRICE :

Shall mean the sums referred to in the contract documents towards completion of work assigned to the contractor. The cost includes all taxes, levies, PF contribution and all other statutory taxes and levies if any/as applicable to the contractors / workers etc., and the owner shall not be responsible in any way for the performance of the work, inclusive of the project co-ordination.

The contract price shall be inclusive of all taxes, including sales tax, entry tax, octroi, turn over tax whatsoever. The GST and any other new tax levied by the government (if applicable) are excluded from the labour rate and shall be paid as per actual.

The prices shall be firm during the construction period till completion from the date of this contract. This contract is valid for a period of completion of project from the date of this contract.

1.3 DEFECT (S) LIABILITY PERIOD:

Defect(s) Liability Period shall be 12 months period after virtual completion certificate is recorded after removal of all defects including change orders and/or handing over of building to the finishing contractor (after physically takes over the building from the contractor), whichever is later. During defect liability period, the contractor shall be bound to replace and /or rectify and make good all defective materials, equipment and /or workmanship which arise in the works or come to notice subsequent to the Virtual Completion of the works prior to the final completion of the works. The certificate of Virtual Completion shall be issued by the Owner/Architect/PMC based on their analysis of satisfactory work completion at least 95% of the overall scope of work.

1.4 WORK:

“Work” shall mean and include all machinery and labour necessary and required to complete the Project in full compliance with the requirements of the contract document.

2. SCOPE & LIMITATION , EXTENT, INTENT ETC:

2.1 SCOPE & LIMITATION:

The general character and the scope of the work shall be as illustrated and defined in the Drawings, Specifications, and other contract documents.

Items included in this agreement are as under –

- a) EARTH WORK(EXCAVATION & FILLING)
- b) CONCRETE WORK as/ specifications(large quantities with RMC)
- c) FORM WORK (jack shuttering with steel plate/ ply shuttering)
- d) STEEL REINFORCEMENT BINDING
- e) WATERPROOFING WORK as/ specifications
- f) BRICK / BLOCK MASONRY WORK
- g) STONE MASONRY / SOTNE SOLLING
- h) PLASTERING(internal & external)

Items not included in this agreement are as under –

- a) Anti – Termite Treatment Work
- b) Plumbing Work
- c) Electrical Work
- d) Carpentry Work
- e) POP Work
- f) Paint Work
- g) Cladding Work
- h) Flooring & Tiling Work

2.2 EXTENT:

The contractor shall carry out and complete the work under the contract in every respect, and his work shall include the supply of all labour equipment, materials, plant and machinery, tools, transportation, formwork, scaffolding and everything else necessary for the proper execution and successful completion of the work in accordance with the Contract Documents and to the directions and satisfaction of the Architect/Engineer In Charge and Owner. The Contractor shall be fully responsible and liable for everything and all matters in connection with or arising out of or being a result or consequence of his carrying out or omitting to carry out any part of the work. Where Sub-Contractors may execute any parts of the work, such responsibility and liability of the Contractor shall cover and extend to the work of all such Sub-Contractors.

2.3 INSTRUCTIONS OF ENGINEER-IN-CHARGE

The Engineer-In-Charge, may from time to time issue, further supplement drawings, written instructions, details, directions and explanations which shall be collectively referred to as the Instructions of Engineer-In-Charge. The Contractor shall forth comply with and duly execute the work comprised in such Instructions of Engineer-In-Charge, provided always that verbal instructions, directions and explanations given to the Contractor or his works representative or Project Manager shall, if involving a variation from the earlier instructions, be confirmed in writing immediately thereafter by the Engineer-In-Charge. It will be the obligation on the contractor to get written confirmed orders from Engineer in charge before execution of such items. Without such written confirmation for any such work(s) done, no payment for such work can be released.

SITE ORDER BOOK shall be maintained at construction Site since commencement of construction work and all day to day instructions shall be recorded by the engineer in charge in the same for compliance of the contractor. The following shall invariably be mentioned in the site order book.

- a) Any defects in work/damage by the contractor or his sub-contractor shall be rectified by contractor in a time bound manner. In case of contractor failing to rectify, the engineer in charge can get the work executed by a separate agency at the risk and cost of the contractor. The cost of work shall include the cost of supervision incurred by the owner. Such costs shall be recovered from the contractor from the amount of next running bill.

- b) The responsibility of supervision of the work lies with the contractor and in case the Engineer in charge feels that there is lack of supervision due to continued absence of contractor's supervisory employee(s) at the project site or his incapability to execute the work, the engineer in charge shall notify the same in the site order book. The contractor is bound to take urgent action and arrange alternative substitute to the entire satisfaction of the owner.
- c) All site meetings (scheduled as per convenience of all) shall be attended by the employees of the Contractor and of which at least one must be the rank of General Manager and above. The gist or essence the meetings be recorded in site order book. The contractor shall make himself available for such meetings. In case of repeated lapse or absence by the contractor in those meetings shall be treated as breach of contract and the contractor shall be liable for penal action to be decided by the owner.
- d) Malba/debris must be disposed from construction site or work place at regular interval and disposal of the same must be at authorized disposal grounds only and same shall be the responsibility of the contractor. In case of any default, engineer in charge shall notify the same through site order book. The contractor shall within 48 hours shall dispose of the malba, and in case of failure the malba shall be disposed of by the owner at his risk and cost and expense so incurred and same shall be recovered from the contractor as per actual plus a penalty of Rs. 5,000/ for each such default.
- e) It shall be the responsibility of the contractor to provide at his cost and expense, adequate security at site for day and night for watch and ward of materials (issued by owner) , machinery and labour etc. In case of any theft/pilferage/ embezzlement thereof, the contractor shall be fully responsible for such loses or damages. It shall be the responsibility of the contractor to file an FIR at the relevant police station for the theft within 12 hours of its occurrence and copy of FIR lodged shall be supplied to the owner/ Engineer in charge.
- f) The contractor shall provide adequate site supervision to ensure that the work is executed as per the contract specifications. The contractor shall employ experienced and qualified supervisory staff, including engineers and foremen. The contractor shall maintain a reasonable supervisory staff to workers.

3. TYPE OF CONTRACT:

LABOUR RATE CONTRACT ON ROOF MEASUREMENT BASIS:

The contract shall be a labour rate contract. The contractor shall be entitled to payment, in Indian rupees of the contract price as stated in this agreement in consideration of the work performed at site and completion of the work.

3.1 The contractors should quote in figures as well as in words the rate , tendered by them.

3.2 Special care should be taken to write the rates in figures as well as in words in such a way that interpolation is not possible.

3.3 a) Rates quoted shall include that Contractor shall remove all stores, working yards, labour hutments after completion of work/instructed by Employer from time to time or before final payment. He will also clean all rubbish, debris, leveling filling if any so as to leave site in clean & tidy conditions for other works / contractors as directed by Engineer-in-charge.

b) Rates quoted shall be inclusive of construction of his site office and waterproof store for storage capacity of 500 cement bag with suitable lock and key arrangements.

3.4 Rate quoted shall include provision of all scaffolding, hoists, tackles and other planks, shuttering profiles and all other equipment generally required for proper execution of the work.

3.5 The rates for all items of work shall, unless clearly specified otherwise, include cost of all labour, and other inputs involved in the execution of the items.

3.6 The quoted rates shall be for all heights lifts, leads and depth except where otherwise specified in the item of work.

3.7 The rates quoted shall be inclusive of liberal curing of brick work, concrete work, plaster etc. at least for 7 (seven) days. Any slackness on this account will be viewed very seriously and if the opinion of Owner, which shall be final, any damage if caused to work, it would be got dismantled and shall have to be redone by Contractor at his own cost. Nothing extra is payable for curing.

3.8 Owner shall provide suitable space and the material for labour hutments at site. The contractor shall construct labour hutments at site at his own risk & cost. Nothing extra shall be paid on this account. The rates quoted shall be inclusive of establishing the labour camps.

4. ELIGIBILITY CRITERIA

To be eligible for participation in this tender, the bidder shall,

- 4.1 Have experience in executing similar 2/3 projects /works in the past
- 4.2 Possess the necessary technical and financial capabilities.
- 4.3 Be registered with relevant authorities and possess necessary licenses.

5. LABOUR RATE : On per sqft. Roof measurement basis...../sqft,

List of labour categories, including skilled and Unskilled workers and their corresponding rate
Skilled labour per day wages/day
Unskilled labour per day wages/day
Details of supervisory staff
No. of engineers.....
No. of foremen
Supervision ratio (supervisory staff to worker)....

6. METHOD OF AREA MEASUREMENT:

Total roof measurement outer end to outer end
No deduction to Lift shaft, Stair Cases and Cutouts less than 50 sq.ft., above 50 sqft, 50% deduction of area
Rates are applicable up to 12'-0" ht. , in case of heights above 12'0" additional charge of 3.125% per rft on pro rate basis.

7. TAXES, DUTIES ETC :

As part of the contract price, the rates quoted by the contractor, in connection with the work are inclusive of sales tax, Octroi, all applicable duties, and any other taxes, provident fund, ESI, etc. However, GST, (as applicable) will be paid extra.

8. INSURANCE:

8.1 INSURANCE POLICIES:

Contractor's All Risk Insurance Policies will be arranged by the Owner and Owner shall be the beneficiary of such insurance for ex. policies related to Flood, earth quake etc. But, however, Contractor to arrange all the insurance required and necessary related to his/her employees and labour.

9. LABOUR REGULATIONS:

9.1 REGULATIONS:

The contractor shall be wholly and solely responsible for full compliance its provisions under all labour laws and/or regulations including the latest requirements of all the acts, laws, any regulations or bye-laws or any local or other statutory authority applicable in relation to the execution of the work as payment of wages act 1948, employees liability act 1938, workmen'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, minimum wages act 1948, apprentices act 1961, any other act including E.S.I.C. or enactment relating thereto and rules framed their under from time to time, industrial employment, (standing order) act 1946 (amended), personal injuries (compensation insurance) act 1963 and any modification their off and rules made their under from time to time, employees provident fund and miscellaneous provision act 1952, employer's liability act 1938, or any modifications thereof or any other law relating thereto and rules there under introduced from time to time which may applicable to employees of the contractor. The contractor shall assume liability and shall indemnify the owner from every expenses, 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 term of the contract. Insurance cover towards the above shall be affected by the contractor as called for in clause 10. In general, in respect of all labour directly or indirectly employed in the work for the performance of contractor's part of the contract, the contractor shall comply with all the rules framed by the Government authorities concerned from time to time for protection of the health and welfare of the workers. The contractor shall obtain a valid license under the contract labour (R & A) act 1970 and the contract labour (regulation and abolition) central rules 1971 and under any other applicable rules before the commencement of the work and continue to have a valid license until the completion of the work. Similarly, contractor also shall comply with the safety norms and standards set by appropriate Govt. Authority (ies) and consequences of such non-compliance shall be totally at the cost and risk of the Contractor. The Principal Labour License will be obtained/issued by the Owner, basing on which Contractor will get the labour license.

10. DRAWINGS, SPECIFICATIONS, INTERPRETATIONS ETC:

In general, the drawings shall indicate the dimensions, positions and type of construction, the specifications shall stipulate the qualities and the methods and performance criteria,. However, the above contract documents being complementary, what is called for by any one shall be as binding as if called for by all. Wherever there is a discrepancy between drawings and specification,

the drawings shall be followed. Interpreting the specifications, the following order of decreasing importance shall be followed.

Drawings

Matters not contained in the specifications, as a whole shall be executed as per relevant BIS codes and PWD Rajasthan specifications in that order of preference. If such codes have not been framed, the decision of the Engineer-In-Charge shall be final.

Any work indicated on the drawings and not mentioned in the specifications or vice versa, shall be deemed as thoughtfully 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.

The contractor shall maintain one original set of duly approved drawings "GOOD FOR CONSTRUCTION" which shall be duly laminated and such additional copies of drawing for execution shall be made by the contractor as may be required.

11. METHOD OF MEASUREMENT:

To evaluate schedule and any additional work instructed under change orders by the project manager or the owner's representative, the standard method of measurement in accordance with the standards laid down by Bureau of Indian Standards (BIS : 1200) shall be followed. However if definite methods of measurements are stipulated in the schedule of rates or specifications, then the same shall supersede BIS methods and shall be followed. In the event of any dispute with regard to the method of measurement of any work, the decision of the Engineer-in-Charge shall be final and binding and no extra claims shall be entertained or allowed at any stage in this regard.

The contractor shall give proper notice to engineer in charge for measurement of any hidden work before covering up the work.

12. PAYMENTS:

12.1 PAYMENTS FOR EXECUTED WORK:

PAYMENT OF BILLS:

RUNNING ACCOUNT BILLS:

The Contractor shall submit the running account bills duly supported with all documentary evidence in duplicate on dates as mentioned in Annexure-

A along with detailed measurements in serially machine numbered, abstract sheets, to the Engineer-in-Charge.

The R.A. bills shall be processed and paid as per the following schedule:

- Contractor shall submit his R. A. bill after complying with all requirements of which 70% of the amount shall be released after deduction of taxes applicable within 7 working days of submission of bills and rest within 15 working days of submission of the bill.
- The payment of the certified amount of R. A. bill, net of all deductions shall be made by the owner on 20th day of submitting the bill every month. The certification shall be done by PMC/Engineer- In- Charge.
- ALL payments towards running account bills shall be treated as interim payments and all such interim payments shall be adjusted during finalization of the final bill.

FINAL BILL:

50% of retention money will be released after 2 months of Virtual Completion Certificate date and the balance to be released 12 months after Virtual Completion Certificate date (provided the building is then free of defects and the contractor has rectified all defects identified by the Engineer-in-Charge, architects and owner).

The retention money shall not carry any interest.

The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work for handover to the finishing contractor, whichever is later, as furnished by the Engineer-in-Charge. The contractor shall be paid for its final Bill by the owner within 60 working days of receipt of the Engineer-in-Charge certificate after reconciliation of materials issued by owner.

RETENTION MONEY:

The owner shall retain 10% of the running bills submitted by vendor. The 50% of the retention money shall be released after 2 months of Virtual completion of the Project and balance on the completion of Defect Liability period.

13. CHANGE ORDERS:

The owner reserves the right to alter the scope of work and consequently the contract price shall be suitably adjusted for such changes by reference to the

rates in the schedule of rates. The onus shall be on the contractor to obtain such prior written consent of the owner.

If the rates for the additional, altered or substituted work cannot be determined in the manner specified above, then the rates for such work shall be actual use of labour and plant and machinery, as detailed below.

- a) Cost of labour actually used at the site on the work at the rates submitted in tender. The labour actually used on the work shall be recorded and certified by the project in charge or his authorized representative on daily basis.
- b) Cost allocation toward the work for the use of any plant and machinery at the site, on actual basis.
- c) 15% of the actual costs in respect of (a), and (b), above, towards contractor's establishment and all other costs and overhead and profit. GST (as applicable – Owner will provide certificate) and Labour Cess will be extra as per actual along with the any new additional taxes imposed by the Govt. of India (as applicable).

Before any extra work is undertaken by the contractor, he shall ensure that he has received a specific change order, signed by the owner, and/or from the Engineer-in-Charge.

14. INDEMNITY:

- a. The contract shall indemnify, defend and hold and keep indemnified, the owner from and against all actions, suits, claims costs, liabilities and demands brought or made against the owner in respect of any matter or thing done or omitted to be done by the contractor or any of his sub-contractor(s) or their employees, workmen, representatives, agents, servants or suppliers in the execution of or in connection with the work or the contractor's or sub-contractor's performance under this contract and against any loss or damage to the owner in consequence of any action or suit being brought against the contractor or any of his sub-contractor(s) or their employees, workmen, representatives, agents, servants or suppliers for anything done or omitted to be done in execution of the work and the project coordination service under this contract, including but not limited to meeting the project milestones, non-compliance with the applicable laws and regulations of the government and local authorities, not obtaining the relevant licenses and permits, infringing any patents rights and specifically regarding use, storage and disposal of hazardous materials or in respect of all or any claims and actions for loss, damage or injury caused to the life

and property of any person, whether associated with the work or not, that may arise during the course of execution of the work at site for any reason whatsoever. The obligations of the contractor under this clause shall survive the termination of this contract.

- b. The contractor shall ensure the sub-contractors also shall indemnify, defend and hold, and keep indemnified the owner harmless from all actions, suits, claims, costs, fines, judgments and liabilities in respect of any matter or thing done or omitted to be done by the sub- contractors or their employees, workmen, representatives, agents, servants, and suppliers in execution of or in connection with the work or arising out of or in any way alleged to be in connection with sub-contractors' performance under this contract, including but not limited to, not meeting the project milestones, non- compliance with the applicable laws and regulations of the government and local authorities, not obtaining the relevant licenses and permits, infringing any patents, rights and specifically regarding the storage, use or disposal by the sub-contractors of hazardous materials in, or under the site or at any location whatsoever in connection with the project in any way. The sub-contractor's responsibility under this indemnification shall also include any and all hazardous materials introduced to the site by their agents, representatives, employees, workmen, servants and suppliers. The obligations of the contractor and sub-contractors under this clause survive the termination or expiry of this contract.

15. GUARANTEES:

The contractor understands and agrees that the owner is expressly relying and will continue to rely on the skill and judgment of the contractor in executing the work and remedying any defects in the work. The contract represents and warrants that (i) it shall perform the work in a timely manner, in strict accordance with the contract documents, and consistent with generally accepted professional standards, construction and construction-supervision practices and (ii) it is and will be responsible to the owner for the acts and omissions of all sub-contractors and their respective employees, agents and invitees and all the persons performing any of the work.

Beside the guarantees required and specified elsewhere in the contract documents, the contractor shall in general, guarantee all work executed by the contractor and the sub-contractors for a period of 12 months from the date of issue of the virtual completion certificate.

The contractor represents warrants and guarantees to the owner, inter alia that:

- a) The construction of the project shall be approved and capable of use, operation, performance and maintenance for accomplishing the purpose for which it has been built and acquired.
- b) The work shall comply with the specifications, drawings, and other contract documents.
- c) The work shall, for a period of 12 months from the date of issue of the virtual completion certificate, be free from all defects and the project shall be of structural soundness, durability, ease of maintenance, weather tightness etc.
- d) The workmanship, fabrication and construction shall be of the specified and agreed quality and all materials shall be new.
- e) The work performed for the owner shall be free from all lines, charges, and claims of whatsoever nature from any party other than the owner.

Where, during such guarantee periods as mentioned above, any equipment or workmanship or generally any item of work fails to comply or perform in conformity with the requirements stipulated in the contract documents or in accordance with the criteria and provisions of the guarantee, the contractor shall be responsible for and shall bear and pay all costs and expenses for replacing and/or rectifying and making good such materials, equipment, workmanship, and items of work and in addition the contractor shall be also responsible for and shall bear and pay all costs and expenses in connection with any damages and/or losses suffered as a consequence of such failure.

16. DEFECTS LIABILITY:

16.1 MAINTENANCE BY CONTRACTOR DURING DEFECTS LIABILITY PERIOD:

All defective items of work and defects noticed and brought to the attention of the contractor during the defects liability period shall be promptly and expeditiously attended to and replaced and/or rectified and made good by the contractor at his own cost to the complete satisfaction of the Engineer-in-charge or owner's representative. In case the contractor fails to promptly attend to and replace/rectify the defective work, the owner shall have the right to get such defective work executed at contractors risk and cost and the cost including the supervision charges shall be recovered from the dues of the contractor.

17. FINAL COMPLETION OF THE WORK:

The work shall be considered as finally complete at the end of the defects liability period subject to the contractor having replaced and/or rectified and made good all the defective items of work and defects in accordance with clause above, to the satisfaction of the Engineer-in-charge, and provided that the contractor has performed all his obligations and fulfilled all his liabilities under the contract, and when the Engineer-in-charge has certified in writing that the work are finally complete. Such completion in respect of those parts of the work, for which extended guarantee periods are stipulated elsewhere in the contract documents, shall be achieved at the end of such stipulated guarantee periods.

The final completion certificate shall, however, not be granted till the contractor or his subcontractors removed all their materials like shuttering, machinery, tools and tackles, other ancillaries which belongs to them and clean and restore the site of any debris, waste materials etc. The contractor shall also return all useful materials issued to him back to owner and submit the reconciliation of all such materials for scrutiny of the owner.

15. FORCE MAJEURE:

The right/obligation of the contractor to proceed with the work shall not be terminated because of any delay, in the execution of the work due to unforeseeable causes which are beyond the control and without the fault or negligence of the contractor, or the sub-contractors, as acts of God or that of the public enemy, restraints of Governing States, fires and flood. The following events are explicitly excluded from force majeure and are solely the responsibilities of the non-performing party: **(a)** any strike work-to-rule action, go-slow or similar labour difficulty **(b)** late delivery of equipment or material, **(c)** economic hardship and **(d)** changes in applicable laws.

If the contractor is wholly prevented from the performance of the contract due to force majeure for a period in excess of thirty (30) consecutive days, the owner may terminate this contract by giving fifteen (15) days written notice delivered to the contractor, and if the period of the force majeure exceeds one hundred and twenty (120) consecutive days, the contractor may terminate this contract by giving fifteen (15) days written notice to the owner. In the event this contract is so terminated, the contractor shall be paid for the costs of the work actually executed up to the date of termination. Such costs shall not include loss or profits or for any other expenses of the contractor or sub-contractors such as salaries or wages of the employees or workers, hire charges for plant and machinery, expenses towards maintenance of establishment, demobilization, break charges or any other expenses.

16. AMENDMENTS:

No portion of this General Conditions of Contract may be altered, amended, or changed, except by a writing signed by the parties hereto in the form of an addendum.

17. SURVIVAL:

The obligations and rights accruing and/or arising hereunder which by their nature continue and are available to the parties beyond the expiry or termination of the contract documents shall survive any such expiry to termination and be available to the parties.

18. MOBILISATION ADVANCE:

The Owner shall not pay any mobilization advance to Contractor.

19. LABOUR ACCOMODATION

Land for labour accommodation will be provided by the Owner free of cost, however the contractor shall be liable to provide all necessary labour huts, and other ancillaries like kitchens, mobile toilets/urinals/washing places, drinking/washing water facilities, first aid facilities at contractors own cost.

20. WATER AND ELECTRICITY

Water fit for drinking shall be provided by contractor at his own cost for the labour. Uninterrupted supply of water and electricity for construction will be provided at one point by Owner.

SPECIAL CONDITIONS OF CONTRACT (S C C)

1. GENERAL:

The Special Conditions of Contract are an extension of and are to be read in conjunction with the General Conditions of Contract. Should there be any contradictory requirements in the two, the requirement as per the Special Conditions of Contract shall prevail.

2. DRAWINGS:

- i. Contract Drawings duly signed/authorized by the Architect "GOOD FOR CONSTRUCTION" are diagrammatic but shall be followed as closely as actual construction permits. Any deviations made shall be in conformity with the direction of the Engineer in-charge and with the prior approval of the Engineer in-charge.
- ii. Architectural drawings shall take precedence over services drawings in regard to all dimensions.
- iii. The Contractor shall verify all dimensions at the site and bring to the notice of the Engineer in-charge of discrepancies if any; the Engineer in-charge's decision in this respect shall be final.

3. REFERENCE DRAWINGS:

The contractor shall maintain on/at site one set of all authorized Drawings issued to contractor for reference.

4. TIME FOR COMPLETION OF WORK:

Within 7 days of Contract Agreement, the contractor shall, in consent with the owner, prepare a mutually acceptable time schedule for completion of whole work with item wise time program with machinery to be deployed on the work which shall be monitored during execution of work. This shall be termed as Base Time Schedule

The time of completion shall be **24 months** plus 15 days of mobilization period from 1st February, 2025.

5. TESTING FACILITIES:

The contractor shall make arrangement of a testing lab with the following minimum testing facilities as mentioned below:

S. No.	Equipments	Nos.
1	Automatic level	1
2	Metric Levelling Staff (min. 3.5m Ht.)	2
3	Weighing Machines	1
4	Spirit Level; Plum bobs	As required.
5	Compressive Cube Testing Machine	1
6	Complete Set of sieves	2
7	15 cms Cube	5 sets
8	Slump Cone	1

(Note: Maximum work at site will be executed by RMC for which all the necessary testing will be done there.)

6. CONFIDENTIALTY OF INFORMATION

The contractor shall maintain secrecy and not divulge any information to any third person including his sub-contractor about any site data, details, site preparedness, position of drawings and designs etc. Any default of such nature shall be taken as a breach of contract and dealt with fines payable by the contractor.

7. SITE CLEANING AND MAINTAINENCE

The Contractor shall keep the site in neat and clean and the site be free from any bushes, trees by seeking all necessary permissions from the concerned authority and make it workable prior to start of any work and also periodically and also keep the site clean free from all unwanted materials, as per direction at his own cost. In case of any negligence from the contractor's side to maintain the same, the Client reserves the right to Perform the said activity and debit the same amount in the Contractor's Account without assigning any Reason whatsoever for the same.

8. SAFETY

The contractor shall provide at his cost all personnel safety and protection measures like hard helmets, safety shoes, safety belts, goggles, gloves etc. required at site of work. Lapse on this issue shall be notified in the site order book for immediate compliance. Each default of safety breach, contractor is liable for fine up to Rs1000/- per breach to be recovered from contractor in the next running account bill.

10. DISPUTE RESOLUTION AND ARBITRATION

Any kind of dispute arising out or touching upon or in relation to the terms of this Contract including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion, failing which in terms of the provisions of the Arbitration and Conciliation

Act, 1996 by a sole arbitrator to be appointed by the Owner. The contractor shall not have any objection, even if the said sole Arbitrator to be appointed is an employee of the Owner. The arbitration proceedings shall be conducted by the said sole arbitrator in English language and Arbitration proceedings shall be at Jaipur only.

ANNEXURE - A

Schedule of Fiscal Aspects –

1.	Name of Project	GKAP INSTITUTE																								
2.	Location	Plot No. R-3, Metro Enclave , B2 Bye pass, Jaipur - 302019																								
3.	Client	Gkap Society																								
4.	Architect	LOKESH JOSHI , having its office at ADS, E-6b, Hanuman Path, Shyam Nagar, Jaipur-302019																								
5.	Validity of Offer	Till completion of the Work																								
6.	Date of Work Commencement	1st February , 2024																								
7.	Time of Completion	24 months plus 15 days mobilization from 1 st February, 2025.																								
8.	Taxes, Duties & Registrations	All the relevant taxes, duties and levies applicable to the project have been included in the quoted price for the works excluding GST. Any new taxes imposed by the Government will be paid by the Owner as per the actual.																								
9.	Terms of Payment	<ul style="list-style-type: none">• RA Bill Stages will be as mentioned below in table –<table border="1" style="margin-left: 20px;"><thead><tr><th>S.NO.</th><th>BILL NO.</th><th>STAGE</th></tr></thead><tbody><tr><td>1</td><td>RA 1</td><td>ON GROUND FLOOR SLAB CASTING</td></tr><tr><td>2</td><td>RA 2</td><td>ON 2nd FLOOR SLAB CASTING</td></tr><tr><td>3</td><td>RA 3</td><td>ON 4th FLOOR SLAB CASTING</td></tr><tr><td>4</td><td>RA 4</td><td>ON 6th FLOOR SLAB CASTING</td></tr><tr><td>5</td><td>RA 5</td><td>ON TILL 3rd FLOOR BRICK MASONARY & PLASTER WORK</td></tr><tr><td>6</td><td>RA 6</td><td>ON MASONARY & PLASTER WORK COMPLETION</td></tr><tr><td>7</td><td>FINAL BILL</td><td>ON OUTER DEVELOPMENT & REMAINING WORK COMPLETION</td></tr></tbody></table>• 70% of RA bills raised within 7 Working Days of submission of the bill which shall be accompanied with full and complete details including supportive evidence and balance within 15 Working days from submission of RA bills.• Retention Money will be 10% of the monthly running bill and will be deducted from each monthly bill. 50% of such retention money will be released after 2 months after Virtual completion Certificate and balance after 12 months of the virtual completion certificate.	S.NO.	BILL NO.	STAGE	1	RA 1	ON GROUND FLOOR SLAB CASTING	2	RA 2	ON 2nd FLOOR SLAB CASTING	3	RA 3	ON 4th FLOOR SLAB CASTING	4	RA 4	ON 6th FLOOR SLAB CASTING	5	RA 5	ON TILL 3rd FLOOR BRICK MASONARY & PLASTER WORK	6	RA 6	ON MASONARY & PLASTER WORK COMPLETION	7	FINAL BILL	ON OUTER DEVELOPMENT & REMAINING WORK COMPLETION
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10.	Defects Liability Period	One year after issue of virtual completion certificate after removal of all defects and liabilities and /or handing over to the finishing contractor, whichever is later.																								

11.	Insurance	Contractor's All Risk Policy will be taken by the Owner with owner as its beneficiary and any other Insurance necessary and required in accordance with the Workmen's Compensation Act and other acts in force from time to time will also be done by the contractor.
12.	Extra Items	<ul style="list-style-type: none"> • Cost of labour actually used at the site on the work at Tendered rates of labour. • Cost allocation toward the work for the use of any plant and machinery at the site on actual basis. • 25% of the actual costs in respect of (a), (b), and (c) above, towards contractor's establishment and all other costs and overhead and profit. <p>The rates to be approved by Project Managers/Architect prior to the execution of the extra item.</p>
13.	Escalation & De-Escalation	<ul style="list-style-type: none"> • This is an Escalation & De-Escalation free contract.
14.	Mobilization advance	<ul style="list-style-type: none"> • The Owner shall not pay any mobilization advance.
15.	Electricity & water	<ul style="list-style-type: none"> • Water fit for drinking shall be provided by contractor at his own cost for the labour. Uninterrupted supply of water and electricity for construction should be provided at one point by Owner.
16.	LAND for labour hutment	<ul style="list-style-type: none"> • The contractor shall provide all necessary labour huts, and other ancillaries like kitchens, mobile toilets/urinals/, washing places, drinking/washing water facilities, first aid facilities at his own cost.

ANNEXURE – B

BASELINE SCHEDULE

S.NO.	ACTIVITIES	DATE
1	RAFT CASTING	15.03.2025
2	BASEMENT FLOOR SLAB CASTING	15.04.2025
3	GROUND FLOOR SLAB CASTING	30.05.2025
4	1ST FLOOR SLAB CASTING	30.06.2025
5	2ND FLOOR SLAB CASTING	30.07.2025
6	3RD FLOOR SLAB CASTING	30.08.2025
7	4TH FLOOR SLAB CASTING	30.09.2025
8	5TH FLOOR SLAB CASTING	30.10.2025
9	6TH FLOOR SLAB CASTING	30.11.2025
10	BRICK MASNORY COMPLETE	30.12.2025
11	PLASTER WORK COMPLETE	15.01.2026
12	OUTER DEVELOPMENT & BOUNDRY WALL WORK COMPLETE	30.01.2026
13	REPAIR WORK AND HOUSE KEEPING COMPLETE	15.02.2026