

**PROPOSED EXTERIOR RESTORATION AND INTERIOR UPGRADATION
WORKS FOR BOMBAY NATURAL HISTORY SOCIETY FORT, MUMBAI
FORT, MUMBAI**

31st October, 2023

TENDER DOCUMENTS – VOL A

Architect

Abha Narain Lambah Associates

Conservation Architects & Historic Building Consultants
7th Floor, Saveria building, Opp Gurudwara, 4th 5th
Cross road, Gazdar Scheme, Santacruz (W)
Mumbai 400 054.

Client

BNHS

Bombay Natural History Society
Hornbill House, Shahid Bhagat Singh Rd,
opp. Lion Gate, Kala Ghoda, Fort,
Mumbai, Maharashtra 400001

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SUMMARY OF TENDER

1.	Earnest Money Deposit	Rs. 17,00,000/- by Demand drafts should be in the name of _____ and payable at Mumbai office to be retained for a maximum of 90 days during validity period of the Tender.
2.	Security Deposit	Earnest Money to be converted in to Security Deposit on acceptance of the tender. The Security Deposit shall be released on satisfactory completion of work.
3.	Minimum amount of Third Party Insurance for any one accident (No. of accidents being unlimited)	Rs. 10,00,000/- (Rupees Ten Lacs only) This is an addition to Workmen Compensation Insurance cover and personal accident cover for supervisory staff to be taken by the contractor.
4.	Period of commencement of work from date of Acceptance of Tender	15 days
5.	Time of Completion	12 months
6.	Amount of Liquidated Damages	10% of contract price per week
7.	Period of Maintenance / Defects Liability Period	12 months from certified completion of work and certification of final bill.
8.	% of Retention from Interim Certificates as distinct from initial Security Deposit	10% (50% to be released on completion of work and certification of final bill and balance 50% at the end of satisfactory Defects and Liability period).
9.	Time within which payment of interim certificates will be made after Consultant's Certificate	75% payment within 10 days of certification of ad-hoc advance by Architect / Project Management Consultants and balance within 20 days after issue of final certificate of payment.
10.	Minimum amount of each Interim Bill	Not less than Rs. 50,00,000/-
11.	Mobilisation Advance	Up to 20% of the Contract value against a Bank Guarantee, to be recovered from every bill till fully recovered.
12.	Penalty Clause	A penalty of Rs. 5000/- per day will be levied and will be initiated strictly after the completion date.
13.	Date of Collection of tender	01/11/2023 to 08/11/2023 3pm to 5pm
14.	Date of Pre Bid Meeting	10/11/2023
15.	Date & Time of submission	17/11/2023

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NOTICE OF TENDER

&

INSTRUCTIONS TO TENDERER

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NOTICE OF TENDER AND INSTRUCTIONS TO TENDERERS

1.0 **TENDER NOTICE**

Sealed Tenders are invited by BNHS for the work "**Proposed Exterior Restoration and Interior Upgradation Works For Bombay Natural History Society Fort, Mumbai.**" The tender documents can be obtained from the office of the Bombay Natural History Society Fort, Hornbill House, Shahid Bhagat Singh Rd, opp. Lion Gate, Kala Ghoda, Fort, Mumbai, Maharashtra 400001 between **3 pm and 5 pm from 1st November to 8th November, 2023** on payment of Rs. 5,500/- (rupees one thousand five hundred only) payable in cash to BNHS and is non-refundable.

Tenders duly filled with all documents attached, should be submitted to the Office of Bombay Natural History Society (BNHS), Hornbill House, Shahid Bhagat Singh Rd, opp. Lion Gate, Kala Ghoda, Fort, Mumbai, Maharashtra 400001 on or before **17th November, 2023** up to 5.00 p.m. in a sealed envelope. The Earnest Money Deposit should also be forwarded in a separate cover. Both covers must be super scribed with the name of the Contractor and the project.

- 1.1 The Tender Notice Consists of the Following attachments
- a) Tender Notice
 - b) Conditions of Contract
 - c) Appendix to Conditions of Contract
 - d) Special Conditions of Contract
 - e) Conservation Specifications
 - f) Bill of Quantities
 - g) Tender Drawings
- 1.2 The Contractors shall furnish a list of equipment, tools and plant and skilled labor/artisans and supervisory staff and ability to supervise the work personally.
- 1.3 The Contractor should inspect the site prior to the filling of the tender to exactly ascertain the working conditions in advance.
- 1.4 The Contractor needs to refer to the section of Bill of Quantities where the rates are to be filled in figures and words.
- 1.5 The Clients reserve the right to split the works mentioned in the BOQ to one or more agencies.
- 1.6 The Clients are not bound to accept the lowest tender or any tender or assign any reason for the same.
- 1.7 All Tenderers shall return the completed tender with all attachments to the Client. In case the Contractor decides not to tender for the project, the tender document with all the attachments must be returned immediately to the Clients for which no refund will be given.

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2.0 **CONTRACTOR'S PARTICULARS:**

Contractor shall furnish particulars regarding:

- 1 Position as an independent Contractor
- 2 Details of registration with Government authorities, etc.
- 3 Capacity to undertake and carry out works satisfactorily as vouched for by a responsible official or firm
- 4 Previous experience on works similar to that to be contracted for, in proof of which original certificates or testimonials may be called for and their genuineness verified, if need be, by reference to the signatories thereof
- 5 Ability to supervise the work personally or by competent and duly authorised agents;
- 6 Solvency certificate from the Bankers to indicate the financial position;
- 7 Latest Income-Tax Clearance Certificate
- 8 Permanent Account Number allotted by the Income Tax Department
- 9 Work's Contract Registration Number.
- 10 Employees State Insurance Scheme Registration Number.

Reference shall also be made to the Annexures attached, which shall also be filled and signed.

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3.0 **EARNEST MONEY**

The Tenderer shall deposit and keep deposited amount (for the period specified hereafter) with the Employer a sum of Rs. 17,00,000/-, as the Earnest Money. The Earnest Money shall be so deposited in the following form:

1 By Bank Guarantee from a Nationalised Bank.

The failure or omission to deposit or keep deposited the Earnest Money shall disqualify the tender and Employer shall exclude from its consideration such disqualified tender.

No interest shall be payable by Employer in respect of such deposited Earnest Money.

The Earnest Money of an unsuccessful Tenderer shall be refunded after the final decision on the tenders or on expiry of the validity period whichever is earlier on passing receipt thereof.

Invitation by Employer to submit the tender shall be a proposal and the submission of a tender by the Tenderer shall be an acceptance of such proposal to win the contract. The Tenderer shall not revoke his tender or vary its terms and conditions without the consent of Employer during the period of 90 days counted from the last day appointed by Employer for submission of tenders. If the Tenderer shall revoke the tender or vary its terms and conditions contrary to his promise to abide by this condition, the Earnest Money deposited by him shall stand forfeited to Employer without prejudice to its other rights and remedies.

If the Employer shall accept the tender and signify such acceptance to the Tenderer, the Earnest Money so deposited shall be appropriated towards Security Deposit payable by the Contractor in accordance with the General Conditions of Contract.

4.0 **METHOD OF SUBMISSION OF TENDER:**

4.1 The tender documents duly completed in all respects are to be sent in sealed envelope in the manner detailed below:

- 1) Sealed envelope super scribing the name of the Project.
 - a) Containing the complete set of tender documents and drawings along with corrigendum, if any, duly filled in and (initialled on each page) signed by the Tenderer at the prescribed places in the tender document. No page shall be removed.
 - b) Overwriting on the tender rates will be not allowed. If corrections are made, the same should be initialled after cancelling the previous figure.

2) The name of the tenderer **shall not** be indicated on the envelope.

Signature of Tenderer:

Date :

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ELIGIBILITY CRITERIA

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Determination of Eligibility Qualification

To be eligible for qualification and opening of the Financial Proposal, the Bidder shall meet with the minimum criteria set-forth below, on which the Employer's determination of the Bidders' eligibilities/ qualification shall be based. The Bidders who meet with the minimum eligibility criteria shall be declared as "Passed" for opening the Technical Proposal of bids. Once the bidder is declared technically responsive, his financial Proposal of bid shall be opened, as defined in this document. The Bidder who do not meet with the minimum eligibility criteria, shall be "Failed" and shall not be considered for opening of the Technical Proposal of bid and eventually Financial Proposal and for further evaluation.

Evaluation Criteria/ Initial criteria of Eligibility

The initial criteria in respect of experience of eligible similar works completed, loss, solvency, financial turn over and bidding capacity etc. will first be scrutinized and the bidder's eligibility will be determined as under:

1. The tenderer(s) in their own name should have satisfactorily executed and completed 5 projects of similar nature during last seven (7) years ending last day of month previous to the one in which bids are invited as a prime Contractor.
2. The Contractors must furnish details of their experience in similar works of restoration of important Heritage Buildings of no less than 100 years.
3. The tenderer(s) in their own name should have satisfactorily executed the work of similar nature in Govt/Semi Govt. /Govt. & Public Sector Organizations during last seven (10) years ending last day of month previous to the one in which bids are invited as a prime Contractor.
4. Similar types of works i.e. 'Heritage Structure restoration / conservation / interior restoration/ site development work around heritage structure of no less than 100 years' successfully completed with MEP services and holistic experience with heritage buildings with interior restoration as well as structural restoration related to museum, cultural space, institutional building, office complex, heritage site of national level recognition by state or central government.

Similar works to be defined as "Holistic conservation works of heritage buildings of Grade 1 and Grade 2 category including exterior restoration works, structural restoration, working with traditional materials, along with interior up-gradation in a heritage building including MEP works and HVAC works."

The bidder should have worked on project value of not less than 3.5 CR for a minimum of 3 projects of similar nature of works

5. The Applicant should possess resources of experienced supervisory staff on their payroll of qualified engineer and site supervisor with minimum 8 years' experience and specialized workforce with skilled lime masonry craftsmen, skilled carpenters etc with experience on heritage restoration works of restoration projects.

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6. The bidder should have achieved an average annual financial turnover as certified by 'Chartered Accountant' **5 CR in last three (3) financial years** immediately preceding the Financial Year in which bids are invited.

To ascertain this, tenderer(s) shall furnish /upload the financial statement (Audited balance sheet) duly certified by Chartered Accountant.

The turnover can be enhanced by compound rate of 10% every year to bring the present level. The value of executed works shall be brought to current costing level by enhancing the actual value of work at compound rate of 10 % per annum; calculated from the date of completion to last date of receipt of applications for tenders.

7. The bidder should not have incurred any loss (i.e. **profit after tax should be positive**) in more than **two** years during available last **five** consecutive year's **balance sheets**, duly certified and **audited** by the Chartered Accountant

The Applicant to be have experience in providing end to end services with capabilities spanning from working on a heritage building including restoration, civil, mechanical electrical and infrastructure services with experience in holistic project implementation.

**In case of ongoing works to be considered, the bidder must have received payment bills of 80% of the contract sum for the work/works executed last day of month previous to the one in which bids are invited.*

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LETTER OF ACCEPTANCE

PROPOSED EXTERIOR RESTORATION AND INTERIOR UPGRADATION WORKS FOR BOMBAY NATURAL
HISTORY SOCIETY FORT, MUMBAI FORT, MUMBAI

To,
BNHS (Bombay Natural History Society)
Hornbill House,
Shahid Bhagat Singh Rd,
opp. Lion Gate, Kala Ghoda, Fort,
Mumbai, Maharashtra - 400001
Dated:
Place:

Ref: Tender for "Proposed Exterior Restoration And Interior Upgradation Works For Bombay Natural History Society Fort, Mumbai Fort, Mumbai."

Dear Sir,

With reference to the Tender invited by you for the proposed work, I /we offer to execute, complete and maintain the work under the contract.

I / We have tendered for the contract after having:

1. Examined the specifications, drawings, bill of quantities, instruction to tenderers, conditions etc. relating to the "Proposed Exterior Restoration And Interior Upgradation Works For Bombay Natural History Society Fort, Mumbai Fort, Mumbai."
2. I/We after having taken into consideration the nature and location of site, the surroundings and conditions under which the works will have to be carried out, and agree to complete the work within **12 months from the date of commencement of work**, to the satisfaction of the Contract Documents and the Architects.
3. In response to the Notice for Invitation of Tenders, We, the undersigned Tenderer, have visited the Project Site, read and examined in detail all the Tender Documents
4. I/ We further undertake that on failure to complete works within this period, subject to the Conditions of the Contract relating to extension of time, I/We shall pay as Liquidated Damages 10% of contract price per week for the period during which the work shall remain uncompleted.
5. We have studied and examined the Project requirements and have no conflict of interest in accordance with Instructions to Bidders.
6. We, fully understand that the Contract to be awarded to the successful bidder will be of the nature of a Lump Sum Price based on the EPC concept, and all the surveys, investigations, studies and explorations, data collection, Testing and cost of test samples etc, required for detailed engineering design of all components of the project that are required to construct, commission and make the Project fully functional and operational are included in the scope of

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EPC contract, whether they find mention in the contract documenter or not. It is understood that these are included within the offered and finally accepted contract price.

7. We understand that the Contract Price, as offered by the bidder and finally, accepted by BNHS, will remain firm and fixed all throughout the Contract Period.
8. We further agree to the deduction of 10 % from Interim payments as Retention Amount in addition to the above deposits. The total retention amount will be refunded at the termination of the Defects Liability period. The date of the commencement of the Defects Liability period of one year will be the date of the completion certificate issued by the Architects or the date of certification of the final bill, whichever is later.
9. I /We hereby agree that you are not bound to accept the lowest or any tender.
10. I / We hereby agree that till an agreement is prepared and formalized, this tender with all the attachments and our written acceptance letter will form part of the Contract for the entire duration of the project.

Yours faithfully,

Names of Proprietor/ Partners/ Directors of the Firm

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CONDITIONS OF THE CONTRACT

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(The Appendix to Conditions of Contract forms part of this Conditions of Contract).

0.1 Definition of Terms

In the Contract (as hereinafter defined), the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- a) **"Employer"** means The Trustees The J. B. Petit High School for Girls, 5 Maharshi Dadhichi Marg, Fort, Mumbai 400001 and includes the Employer's representatives, assigns and successors.
- b) **"Contractor"** means the person or persons, firms or company entering into this contract with the Employer and includes the Contractor's legal representatives, assign or successors.
- c) **"Architect"** means the authorised Representative of Abha Narain Lambah Associates and notified in writing to the Contractor to act as Architect for the purposes of the Contract.
- d) **" Architect's Representative"** means any Resident Architect or Assistant to the Architect or any Clerk-of-Works appointed from time to time by the Employer or the Architect to perform the duties set forth in Clause 0.9 hereof whose authority shall be notified in writing to the Contractor by the Architect.
- e) **"Works"** means any portion or the entire of the works to be executed in accordance with the Contract, including any omissions, variations of the works as may occur during the period of the Contract as stipulated in 0.26 of Conditions of Contract.
- f) **"Lump Sum Contract"** means the Articles of Agreement, the Conditions of Contract, Specifications, Drawings and Lump sum cost, attached hereto and signed.
- g) **"Site"** means the land and any other structure thereon, on, under, in or through which the works are to be executed or carried out and any other lands or places provided by the Employer for the purposes of the Contract.
- h) **"Drawings"** means the Drawings referred to in the Specifications and any modifications of such Drawings approved in writing by the Architect and such other Drawings as may from time to time be furnished or approved in writing by the Architect.
- i) **"Notice in writing"** or Written Notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post it would have been delivered.
- j) **"Contract Cost"** shall mean the quoted cost agreed to between the Employer and the Contractor as substantiated with Schedule of Quantities describing the nature of the works to be undertaken.

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k) "Contract Deposit" shall mean the amount to be deposited with the Architect by the Contractor as security for the fulfilment of the Contract.

Words importing persons include firms and corporations. Words importing the singular only also include the plural and vice versa where the context requires.

l) The Engineer in-charge/"Engineer's Representative" shall mean the Site Engineer or PMC as appointed by the owner who will be in charge of the works on site and acts as a representative on behalf of the Employer

0.2 Extent of Contract

The Contract comprises of the structural repair, exterior facade restoration, site development, interior up-gradation for the display areas, toilets and lobbies. The provision of all labour, materials, restoration equipments, temporary works and everything whether of a temporary or permanent nature required in and for such restoration, completion and maintenance so far as the necessity for providing the same is specified in or reasonably to be inferred from the Contract.

0.3 Site Conditions

It is understood that the Contractor has inspected the Site of Works, has fully acquainted himself with site conditions, and has obtained for himself, on his own responsibility, and at his own expense, all information which may be necessary for the purpose of submitting a tender and for entering into this Contract.

0.4 Contract Documents

The Architect shall on signing of this Contract furnish the Contractor with a copy of the Conditions of Contract, Specifications, and Contract drawings.

0.5 Contract Deposit

The Contractor shall place an amount of, as stated in the Appendix, by way of deposit with the Architect for fulfilment of the terms of this Contract. The Contract Deposit shall not bear any interest. In the event of the Employer exercising his right of forfeiture under Clause 0.39 hereinafter mentioned, the amount of the Contract Deposit is liable to be totally forfeited. This is in addition to and without prejudice to the rights of the Employer to recover cost and damages or other claims under the terms of the Contract.

0.6 Drawings

The accompanying Contract Drawings are intended only as a general indication of the works to be carried out. The Contract Rates shall be deemed to be based on these Drawings. The work may however, be modified, extended or revised as stipulated in Clause 0.26 hereinafter. Working Drawings will be issued by the Architect from time to time as the Works proceed. Two copies of all such drawings will be issued free of charge to the Contractor. For additional copies, the Contractor shall pay at the rates determined by the Architect.

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0.7 Documents Mutually Explanatory

The documents forming the Contract are to be taken as mutually explanatory of one another. In case the Contractor finds any discrepancy in the Drawings, the Specifications or the Schedule of Quantities or between these several documents, he shall immediately, in writing, refer the same to the Architect who shall decide which is to be followed.

0.8 Architects Instructions

The Architect may from time to time issue further Drawings or written instructions which are hereinafter collectively referred to as Architect's Instructions, in regard to:

- a) The variation or modification of the design quality or quantity of works or the addition or omission or substitution of any work.
- b) Any discrepancy in the Drawings or between the Schedule of Quantities and/or Drawings and/or Specifications.
- c) The removal from the site of any materials brought thereon by the Contractor and the substitution of any other material therefore.
- d) The removal or re-execution or both of any works executed by the Contractor.
- g) The amending and making good of any defects of work improperly carried out.

The Contractor shall forthwith comply with and execute any work comprised in such Architect's Instructions. If compliance with the Architect's Instructions involves in work causing loss or expense to the Contractor, beyond that provided for in or reasonably contemplated by the Contract then unless such instructions were issued by reason of some breach of the Contract by the Contractor, the Employer shall pay to the Contractor the cost of such work as determined by the Architect in accordance with the principles set out in Clause 0.28 hereof.

0.9 Architects Representative

The duties of the Architect's Representative are to watch and supervise the Works and to test and examine any materials to be used or workmanship employed in connection with the Works. He shall have no authority to relieve the Contractor of any of his duties or obligations under the Contract, nor except as expressly provided hereunder, to order any work involving delay or any extra payment by the Employer nor to make any variations of or in the works.

The Architect may from time to time, in writing delegate to the Architect's Representative any of the power and authorities vested in the Architect and shall furnish to the Contractor a copy of all such written delegations of powers. Written approval given by the Architect's Representative to the Contractor within the terms of such delegations (but not otherwise) shall bind the Contractor as though it had been given by the Architect provided always as follows:

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- a) Failure of the Architect 's Representative to disapprove any work or materials shall not prejudice the power of the Architect thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof;
- b) If the Contractor shall be dissatisfied by reason of any decision of the Architect's Representative he shall be entitled to refer the matter to the Architect who shall thereupon confirm, reverse or vary such decision.

0.10 Contractors Superintendence Representative on the Work

The Contractor shall give all necessary personnel superintendence during the execution of the works, and as long thereafter as the Architect may consider on necessary until the expiry of the Period of the Works Maintenance. The Contractor shall also during the whole time the works are in progress employ a site engineer who shall be constantly in attendance at the works while the works are in progress exclusively for this site. The Contractor shall inform the Architect in writing of the name of such representative. Any directions, explanations, intimations or notices given by the Architect to such representative shall be held to be given to the Contractor. The Contractor's Representative shall be a qualified Civil Engineer. It is mandatory for the contractor to maintain a site register /muster roll of all workers on site on a daily basis and submit it on a weekly basis to the client.

0.11 Watching and Lighting

The Contractor shall in connection with the Works provide and maintain at his own cost all lights for night work and all light, guards, fencing and watching when and where necessary or required by the Architect or by any competent statutory or other authority for the protection of the Works, Constructional Plant, Temporary works or materials or for the safety and convenience of the public or others.

0.12 Access to Works

The Architect and any person authorised by the Architect and the Owner shall at all times have access to the Works and to the Site and to all workshops and places where work is being prepared or whence materials are being obtained for the Works and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.

0.13 Other persons engaged by the Employer

The Employer reserves the right to use the premises and any portion of the site for the execution of any work not included in by this Contract which he may desire to have carried out by other persons, and the Contractor is to allow all reasonable facilities as determined by the Architect for the execution of such work including the supply of water and use of scaffolding if in position but the Contractor is not required to provide any other plant or materials for the execution of such work except by special arrangement with the Employer. The employer also reserves the right to award work of project management to an agency. Contractor would co-operate with any such appointed agency and allow personnel to inspect works being done and give required assistance for other related activities pertaining to site management and records.

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0.14 a) Compliance with Regulations

The Contractor shall comply with and give all notices required by an Act of Legislature or by any Law for the time being in force or by any regulation or bye-law of any local authority or of any public service Company or authority who have any jurisdiction with regard to the Works or with whose systems the same are or will be connected, and he shall pay and indemnify and keep the Employer indemnified against any fees or charges which may be leviable on account of his operations in executing the Works.

- b)** The Contractor shall inform the Architect immediately of any variation from the Contract Drawings or Schedule of Quantities necessitated by such compliance, and shall carry out the Architect's instructions in the matter.
- c)** The Contractor shall be responsible for all kinds of claims, including wages, reinstatement arising out of discharge or dismissals or retrenchment compensation, etc. under any Acts pertaining to Labour Legislation, and the Contractor shall indemnify the Employer for all such claims arising therefrom.
- d)** The Contractor shall indemnify and keep the Employer indemnified against all claims in respect of patent rights, and shall defend all actions arising from such claims and shall himself pay all royalties, licence fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereof.

0.15 Material and Workmanship to description

All materials and workmanship shall be of the respective kinds described in the Schedule of Quantities and Rates and Specifications and in accordance with the Architect's Instruction, and the Contractor shall upon the request of the Architect furnish him with all certificates, invoices, accounts, receipts, and other vouchers to prove that the materials are of the quality specified. The Contractor shall at his own cost arrange for and carry out any test of any materials which the Architect may require.

0.16 Removal of Improper Work

The Architect shall, during the progress of works, have power to order in writing the removal from the works of any materials which, in the opinion of the Architect, are not in accordance with the specifications or accordance with the specifications or Architect 's instructions, the substitution of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the Drawings and Specifications or Architect `s Instructions, and the Contractor shall forthwith carry out such order, the Employer shall with the Architect 's approval have the power to employ and pay other persons to carry out the same; and all expenses consequent thereon or incidental thereto as certified by the Architect shall be borne by the Contractor, or may be deducted from any monies due or that may become due to the Contractor under the Contract or may be recovered as a debt.

0.17 Dismissal of Workmen

The Contractor shall on the request of the Architect immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Architect, be incompetent or

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misconduct himself and such person shall not be again employed on the works without the permission of the Architect.

0.18 Removal of Offensive Matter

All soil, filth, rubbish, waste from the works, and all other matter considered of an offensive nature by the Architect and so notified by him to the Contractor, shall be removed forthwith by the Contractor from the site and shall be disposed of by him at his own cost. Debris shall be carted away from the site on a daily basis. Any fines from the concerned government authorities to be borne by the contractor. Contractor shall obtain necessary NOC from SWM for issue of plinth CC. The existing building to be demolished shall be demolished before applying for the plinth CC.

0.20 Clearance of Site on Completion

On the completion of the Works the Contractor shall clear away and remove from the Site all equipments and surplus materials, rubbish and temporary works of every kind and leave the whole of the site and Works clean and in a workmanlike condition to the satisfaction of the Architect. If the Contractor fails to clear the site on completion of the works to the satisfaction of the Architect, the Employer may with the approval of the Architect employ and pay other persons to do this and all costs incurred in connection therewith as ascertained by the Architect shall be borne by the Contractor or may be deducted from any monies due or that may become due to the Contractor under the Contract or may be recovered as a debt.

0.21 Failure by Contractor to comply with instructions

If the Contractor after receipt of written notice from the Architect requiring compliance within seven days fails to comply with such Drawings or Architect's instructions or both as the Employer may with the approval of the Architect employ and pay other persons to execute any such work whatsoever that may be necessary to give effect to such drawings or Architect's instructions and all costs incurred in connection therewith as certified by the Architect shall be borne by the Contractor or may be deducted from any monies due or that may become due to the Contractor under the Contract or may be recovered as a debt.

0.22 Assignment and Subletting

The whole of the Works included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or underlet the Contract for any part or share thereof or interest therein without the written consent of the Architect and no undertaking whether with the consent of the Architect or not shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the Works during their progress; and the Contractor shall be responsible for the acts, defaults and neglects of any Subcontractor, his agents, servants, or workmen as fully as if they were the acts, defaults and neglects of the Contractor, his agents, servants or workmen. The provision of labour on a piece work basis shall be deemed to be subletting under this clause.

0.23 Nominated Sub-Contractors

All specialists, Merchant, Tradesmen and others executing any work for or supplying and fixing and goods for which prime cost prices or provisional sums are included in the Schedule of

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Quantities and/or Specifications who may be nominated or selected by the Architect are hereby declared to be Subcontractors employed by the Contractor and are herein referred to as nominated Subcontractors. No nominated Subcontractor shall be employed on or in connection with the works against whom the Contractor shall make reasonable objection or (save where the Architect and Contractor shall otherwise agree) who will not enter into a Contract providing:

- a) That the nominated Subcontractor shall indemnify the Contractor against the same obligations in respect of the Subcontractor as the Contractor is under in respect of this Contract.
- b) That the nominated Subcontractor shall indemnify the Contractor against claims in respect of any negligence by the Subcontractor, his servants or agents or any misuse by him or them of any scaffolding or other plant, the property of the Contractor or under any Workmen's compensation Act in force.
- c) That the nominated Subcontractor shall submit his bills through the Contractor.
- d) That the Contractor shall make payment to the nominated Subcontractor within 3 days of the Contractor's receipt of the payment from the Employer against the Architect's Certificate of Payment as stipulated in Clause 0.40 of Conditions of Contract, providing that before any Certificate is issued, the Contractor shall upon request, furnish to the Architect proof that all nominated Subcontractor's accounts included in previous Certificate have been duly discharged; in default whereof the Employer may pay the nominated Subcontractors upon a Certificate of the Architect and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create privity of Contract as between Employer and Subcontractors.
- e) The Architect in his absolute discretion may recommend payment to the nominated Subcontractor directly by the Employer and deduct the amount thereof from any sums due or which may become due to the Contractor or recover the same as debt from the Contractor.

0.24 Measurement of Works

The Architect may from time to time intimate to the Contractor that he requires the works to be measured and the Contractor shall forthwith attend or send a qualified Agent to assist the Architect or the Architect's Representative in taking such measurements and to furnish all particulars and to give all assistance required by either of them and the Contractor shall agree to the measurements recorded on the spot. The Contractor shall provide at his own expense all facilities and equipment that may be required for taking measurements.

0.25 Rates and Variation of Quotation

The Contract would be on an Item rate basis. Hence payment to the Contractor would be made stage wise based on the time flow and work plan given by the bidder based on items executed.

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The rates quoted shall be inclusive of GST and any other duties levied by Government or other authorities. The rates shall be firm and shall not be subject to any variation arising from costs of materials or labour or from any other conditions provided. No such alteration, omission, or variation shall vitiate this Contract and the Contract rates shall remain fixed regardless of any variation in quantities, provided however that if the total value of the Works exceeds the amount of this contract by more than 50% due to the variations or omissions, the Contractor shall be entitled to terminate the Contract as stipulated in clause 0.43.

0.26 Day Work

Such work as is not included in the items of work listed in the Schedule of Quantities and Rates, if so ordered by the Architect, shall be carried out by the Contractor on a Day Work basis. A record shall be maintained by the Architect or by the Architect's Representative of labour employed and materials consumed in such Day Work. No dispute by the Contractor in regard to such record shall be entertained. The Contractor shall be paid for the work, for labour employed and for materials consumed at the rates shown in the Schedule of Quantities and Rates.

0.27 i) Care of Works

From the commencement to the completion of the Works the Contractor shall take full responsibility for the care thereof and of all Temporary Works (defined as meaning all Temporary Works of every kind required in or about execution, completion or maintenance of the Works) and in case damage, loss or injury shall happen to the Works or to any part thereof or to any temporary Works from any cause whatsoever (save and except the excepted risks as defined in sub-clause (ii) of this clause) shall at his own cost repair and make good the same so that at completion the Works shall be in good order and condition and in conformity in every respect with the requirements of the Contract and the Architect's instructions.

Architect, repair and make good the same as aforesaid at the cost of the Employer. The Contractor shall also be liable for any damage to the Works occasioned by him in the course of any operations carried out by him for the purpose of complying with his obligations under Clause 0.31 hereof.

(ii) The excepted risks are riot (insofar as it is not insurable, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or a cause solely due to use or occupation by the Employer of any portion of the Works in respect of which a Certificate of Completion has been issued (all of which are herein collectively referred to as "the excepted risks").

0.28 Delay and Extension of Time

If the opinion of the Architect the Works be delayed:

- a) by force majeure or;
- b) by reason of any exceptionally inclement weather or:

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- c) by reason of proceedings taken or threatened by or dispute with adjoining or neighbouring owners or public authorities arising otherwise than through the Contractor's own default or:
- d) by the works or delays of other Contractors or Tradesmen engaged by the Employer or the Architect and not referred to in the Schedule of Quantities and Rates and/or Specifications or:
- e) by reason of Architect's instructions as per Clause 2 or :
- f) by reason of Civil Commotion, local combination of workmen or strike or lockout affecting any of the building trades or:
- g) in consequence of the Contractor not having received in due time necessary instructions from the Architect for which he shall have specifically applied in writing, the Architect shall make a fair and reasonable extension of time for completion of the Contract Works; in case of such strike or lockout the Contractor shall, as soon as may be, given written notice thereof to the Architect but the Contractor shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably be required to the satisfaction of the Architect to proceed with the Works.

0.29 Maintenance

The "Period of Maintenance" shall be a period of one year calculated from the date of issue by the Architect to the Contractor of a Certificate of Virtual Completion of Works. During the period of maintenance, the Contractor shall provide free maintenance for the Works included in this Contract and shall further amend and make good at his own cost and within such reasonable time as the Architect may allow defects, cracks, shrinkage, settlement or other faults which may become apparent in the Works. Should the Contractor fail to carry out such maintenance, rectification of defects, cracks, shrinkage, settlement, or other faults in a manner satisfactory to the Architect, should he delay in undertaking or executing the work, the Employer may with the approval of the Architect employ and pay other persons to carry out such maintenance and amend and make good such defects, cracks, shrinkage, settlement or other faults and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor or may deducted from any moneys due or that may become due to the Contractor under the Contract or may be recovered as a debt.

0.30 Insurance of Works

Without limiting his obligations and responsibilities under Clause 0.29 hereof the Contractor shall insure in the joint names of the Employer and the Contractor against all loss or damage from whatever cause arising (including fire but other than the excepted risks for which he is responsible under the terms of the Contract) and in such a manner that the Employer and Contractor of the Works and are also covered during the Period of Maintenance for loss or damage arising from a cause occurring prior to the commencement of the period of maintenance and for any loss or damage occasioned by the Contractor in the course of any operations carried out by him for the purpose of complying with his obligations under Clause 0.31 hereof:

- a) The Works and the Temporary Works (as defined in Clause 0.29) to the full value of such works executed from time to time:
- b) the materials, Constructional Plant and other things brought on to the site by the Contractor to the full value of such materials, Constructional Plant and other things. Such insurance shall be affected with an insurer and in terms approved by the

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Employer (which approval shall not be unreasonably withheld) and the Contractor shall whenever have required produce to the Employer the policy or policies of insurance and the receipts for payment of the current premiums.

0.31 1. Damage to Persons and Property

The Contractor shall (except if and so far as the Specification otherwise provides) indemnify and keep indemnified the Employer against all losses and claims for injuries or damage to any person or property whatsoever (including surface or other damage to land being or crops being on the Site suffered by tenants or occupiers) which may arise out of or in consequence of the construction and maintenance of the Works against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. Provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the Employer against any compensation or damage for or with respect of:

- a) the permanent use or occupation of land by the Works or any part thereof (save in respect of damage to crops as aforesaid):
- b) the right of the Employer to construct the Works or any part thereof on, over, under in or through any land;
- c) interference whether temporary or permanent with any right of light, air, way or water or other easement or quasi easement which is the unavoidable result of the construction of the Works in accordance with the Contract:
- d) injuries or damages to persons or property resulting from any act or neglect done or committed during the currency of the contract by the Employer, his agents, servant or other Contractor (not being employed by the Contractor) of for or in respect of any claims, demands, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto.

- 2. The Employer will save harmless and indemnify the Contractor from and against all claims, demands, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision to sub-clause (1) of this Clause.

0.32 1. Third Party Insurance

Upon the execution of the Contract the Contractor (but without limiting his obligations and responsibilities under Clause 0.33 hereof) shall insure in the joint names of the Contractor and Employer against any damage, loss or injury which may occur to any property or to any person by or arising out of the execution of the Works or Temporary Works or in the carrying out of the Contract otherwise than due to the matter referred to in the provision to Clause 0.33 (i) hereof.

- 2. Such insurance shall be effected with an insurer and in terms approved by the Employer (which approval shall not be unreasonably withheld) and for at least the amount stated in the Tender and the Contractor shall whenever required produce to the Employer the policy or policies of insurance and the receipts for payment of the current premiums.

0.33 1. Accident Injury to workmen

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The Employer shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the Contractor or sub-Contractor save and except an accident or injury resulting from any act or default of the Employer, his agents, or servants and the Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation (save and except as aforesaid) and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

11. The Contractor shall insure against such liability with an insurer approved by the Employer (which approval shall not be unreasonably withheld) and shall continue such insurance during the whole of the time that any persons are employed by him on the Works and shall when required produce to the Architect such policy of insurance and the receipt for payment of the current premium.

0.34 Remedy on Contractors failure to insure

If the Contractor shall fail to effect and keep in force the insurances referred to in Clauses 0.32, 0.34 and 0.35 hereof or any other insurance which he may be required to effect under the terms of the Contract then and in any such case the Employer may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Employer as aforesaid from any moneys due or which become due to the Contractor or recover the same as a debt from the Contractor.

0.35 Unfixed Materials when taken into account to be the property of the Employer

Where in any Certificate for which the Contractor has received payment the Architect has in accordance with the following Clause 0.40 of these conditions of contract included the value of any unfixed materials and good intended for and placed on or adjacent to the Works, such materials and goods shall not be removed from the site and shall become the property of the Employer, but the Contractor shall nevertheless remain responsible for all loss or damage to the same.

0.36 (a) Certificate

At intervals not less than one month, the Contractor shall be entitled to receive within a reasonable time of his written application for the same a Certificate of Payment from the Architect stating the amount due to the Contractor from the Employer.

- (b) The amount of any Certificate shall be the total value of the works properly executed up to a date previous to the date of the said Certificate, less the amount to be retained by the Employer as hereinafter provided, and less any instalments previous paid under this Clause less any amount to be recovered from the Contractor on account of any materials or services provided and paid for the Employer and less any amount to be recovered from the Contractor under Clause 0.17, 0.21, 0.22, 0.24, 0.30, 0.35, 0.37 and relevant Clauses in the Appendix to Conditions of Contract. The Architect may in his absolute discretion include in Interim Certificate of Payment such amount as he may consider proper on account of materials delivered upon the site by the Contractor for

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use and incorporation in the Works; provided that no such Certificate shall include more than 70% of the value of the said materials and goods as and from such time as they are reasonably, properly and not prematurely brought upon the site and only if adequately stored and protected against weather or theft or other risks to the entire satisfaction of the Architect and after producing all supporting vouchers and details.

- (c) The amount which may be retained by the Employer in Virtue of this Clause shall be 10% of the value of the work completed by the Contractor, up to maximum limit of, as stated in the Appendix, inclusive of the Contract Deposit.
- (d) The amounts retained by virtue of this Clause shall be dealt with in the following manner:

On receipt of Certificate of Virtual Completion of Works the Contractor shall subject to Clause 0.17 and 0.22 of these Conditions be entitled to a Certificate for one half of the total amount retaining against the works certified to be virtually complete, exclusive of the Contract deposit and the other half less the Contract Deposit shall be paid to the Contractor upon issue of the Architect's Final Certificate of Virtual Completion for the entire Works. The Contract Deposit shall be paid to the Contractor on the expiry of the period of maintenance for the entire works after deducting any sum which may be due to the Employer from the Contractor on account of any of the terms or conditions of this Contract.

- (e) The Employer shall pay the Contractor the amount of any certificate of payment within 30 days of receiving it from the Contractor. For payment delayed beyond this time the Contractor shall be entitled to 10% interest per annum on the amount of the Certificate of Payment.

0.37 Termination of contract by the Contractor

If payment of the amount payable by the Employer under Certificate of the Architect with interest as provided in Clause 0.40 hereof shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount with interest as aforesaid shall have been given by the Contractor to the Employer, or if the Employer interferes with or obstructs the issue of any such Certificate, or the Employer commits any "Act of Insolvency" (as defined by the Presidency Towns Insolvency Act or any act amending such original), or if he Employer (being an individual, or Firm) shall be adjudged an Insolvent, or (being an Incorporated Company) shall have an order made against him or pass an effective Resolution for winding up either compulsorily or subject to the supervision of the Court or Voluntarily, or if the Official Assignee of the Employer shall repudiate the Contract, or if the Official Assignee or the Liquidator in such winding up shall be unable within fifteen days after notice to him requiring him so to do, to show to the reasonable satisfaction of the Contractor that he is able to carry out fulfill the Contract and to make all payments due and to become due thereunder, or if the Works be stopped for 3 months under the order of the Architect or the Employer or by any injunction or other order of any Court of Law, then and in any of the said cases the Contractor shall be at liberty to determine the contract by notice in writing to the Employer through the Architect, and he shall be entitled to recover from the Employer payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contract.

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In arriving at the amount of such payment, the net rates contained in the Contractor's original tender shall be followed, or where the same may not apply, valuation shall be made in accordance with Clause 0.28 hereof.

0.38 Settlement of Disputes

If any dispute or difference of any kind whatsoever shall arise between the Employer or the Architect and the Contractor in connection with or arising out of the Contract or the carrying out of the works (whether during the progress of the Works or after their completion and whether before or after the determination, abandonment or breach of the Contract) it shall be referred to and settled by the Architect who shall state his decision in writing and give notice of the same to the Employer and the Contractor. Such decision in respect of every matter so referred shall be final and binding upon the Employer and the Contractor until the completion of the work and shall forthwith be given effect to by the Contractor who shall proceed with the works with all due diligence whether notice of dissatisfaction is given by him or by the Employer as hereinafter provided or not. If the Architect shall fail to give such decision for a period of 30 days after being requested to do so if either the Employer or the Contractor be dissatisfied with any such decision of the Architect then and in any such case the Employer or the Contractor may within 30 days after receiving notice of such decision or within 30 days (as the case may be) require that the matter shall be referred to the Arbitration and final decision of a single Arbitrator being a Fellow of the Institution of Architects (India) or Indian Institute or Architects, one to be appointed by each party, which Arbitrators shall before taking upon themselves the burden of reference appoint an Umpire.

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

Upon every or any such reference the cost of and incidental to the reference and Award respectively shall be in the direction of the Arbitrator, or Arbitrators or the Umpire who may determine the amount thereof, or direct the same to be taxed as between attorneys and clients or as between party and party, and shall direct by whom and to whom and in what manner the same shall be borne and paid. This submission shall be deemed to be a submission to Arbitration within the meaning of the Indian Arbitration Act 1899 or any statutory modification thereof. The Award of the Arbitrator or Arbitrators or the Umpire shall be final and bind on the parties. Such reference except as to the withholding by the Architect of any Certificate under Clause 0.41 to which the Contractor claims to be entitled shall not be opened or entered upon until after the completion or alleged completion of the Works or until after the practical cessation of the Works arising from any cause unless with the written consent of the Employer and the Contractor. Provided always that the Employer shall not withhold the payment of an Interim Certificate, nor the Contractor, except with the consent in writing of the Architect, in any way delay the carrying out of the Works by reason of any such matter, question or dispute being referred to Arbitration, but shall until the decision of the Arbitration or Arbitrators or the Umpire to be given abide by the decision of the Architect and no Award of the Arbitrator or Arbitrators or the Umpire shall relieve the Contractor of his obligations to adhere strictly to the Architect's Instructions with regard to the actual carrying out of the Works. The Employer and the Contractor hereby also agree that Arbitration under this Clause shall be a condition precedent to any right of action under the Contract.

0.39 Matters to be finally determined by the Architect

The decision, opinion, direction, certificate (except for payment) of the Architect with respect of all or any of the matters under Clauses 0.8, 0.15, 0.16, 0.17, 0.18, 0.20, 0.23, 0.27, 0.30 and 0.39 hereof (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the Employer and the Contractor and shall be without appeal. Any other decision, opinion, direction, Certificate or valuation of the Architect or any refusal of the Architect to give any of the same shall be subject to the right of Arbitration and review in the same way in all respects (including the provision as to opening the reference) as if it were a decision of the Architect under the preceding clause.

- 0.40 All reasonable precautions must be taken by the Contractor to prevent damage to adjoining property, and properties in the vicinity.
The Contractor shall take all measures necessary to protect existing structures, fences, gates, walls, paving and other site features from damage during the currency of the Contract.

Fences, walls, etc. crossed by the Works and forming boundaries of plots outside the area occupied by the Works shall not be cut through or destroyed for more than the distance necessary to permit the erection of new fencing etc. and the Contractor shall make the ends of the cut fences reasonably secure. Where fences or walls are damaged or destroyed, the whole shall be restored and reinstated with like materials to the satisfaction of the Employer s or occupiers and the Engineer's Representative.

The Contractor shall ensure that no damage is caused by Site traffic to roads and footpaths outside the site boundaries and shall adequately maintain approaches to the Site. The Contractor will be required to repair damage directly attributable to its work, such as, excavation and trenches access the site access road including replacing and making good street paving around the site boundary. The Contractor shall comply with all procedures laid out by statutory authorities having jurisdiction and costs arising thereof shall be borne by the Contractor.

The Contractor shall take all precautionary measures to avoid dust nuisance such as erection of G.I. sheet screens at plot boundaries up to reasonable height to barricade the heritage building to the site of proposed construction to cordon off movement.

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APPENDIX TO CONDITIONS OF CONTRACT

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QA.1 Water

Cost for procurement, storage, distribution of water used for the above mentioned work should be borne by the Contractor for undertaking the works. Client will not bear any expenses of water or be responsible to provide water to the Contractor. The Contractor shall make his own arrangements at his own expense for necessary connections from mains and for storage of water at the works for the entire period that the works are in progress until the Contractor is issued a certificate of Virtual Completion for the entire works. If the water from Municipal mains is not available for 24 hours then the Contractor shall make his own arrangement to store water for a day's work.

The Contractor shall permit the Employer and other Contractors engaged by the Employer free use of water for drinking and washing purposes. In the event of non-availability of water due to any reason, the Contractor will make their own arrangement. No additional claim will be entertained for the same.

QA.2 Power Supply

The board of directors / Employer will not bear any additional cost for providing electricity. A temporary electric connection and 3 phase meter may be taken by the client for the above work after paying the required deposit to BEST. From this connection the Contractor shall make his own arrangements for piping and wiring to the works. A test certificate for the construction equipment and the wiring will have to be produced from time to time from a licensed electrician who should be available at the site throughout the Contract period.

Contractor will bear expenses for the electricity he would use as per meter reading.

In case of non availability of power due to breakdown in supply or any other reason, the Contractor should make arrangements at his own cost for diesel operated mixers, vibrators, pumps, generator etc. as required, for the continued progress of the works. No claims for extra time or cost in this regard will be entertained.

If the Employer observes that power is being wasted, a meter will be installed in the line and charged as per the local prevalent rates for power.

QA.3 Nature of Works

Civil Interior Works and Carpentry works within a Historic building without disturbing the existing electrical works and services as already installed.

QA.4 Date of commencement of work

The date of commencement of the work shall be the date on which the Contractor receives notice from the Architect that the particular work may be commenced. The Architect's decision in this regard shall be final and binding and without appeal.

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QA.5 Time for completion reckoned from the date of commencement

Complete in all respects and ready for occupation within the time. The order of priority of works to be completed first will be as decided by the Architect.

QA.6 Delay in completion of Works

In case the Contractor fails to complete the entire works within the time stipulated (as specified in QA.5 above) plus such reasonable extension of time as the Architect may allow on account of delay in the works due to circumstances beyond the Contractor's control, Employer at his own discretion may get part or balance work completed by some other agency without paying any compensation time to the Contractor.

QA.7 Materials to be used in the works

The Contractor shall be required to procure all materials from his own source for use in the works. All charges of price, cartage, storage, transport and delivery of all materials shall be deemed to have been included in the Contract rates. The rates quoted by the Contractor shall be inclusive of all taxes and duties levied by Government and other authorities and shall not be subject to any variation arising from cost of materials or labour or as stipulated in Clause O.26 of the Conditions of Contract.

Contractor to note that any of the Employer's materials shall not be used without proper authority.

QA.8 Programme of Works

Before commencing the work the Contractor shall draw up a detailed programme of execution of entire works for approval by the Architect whose decision shall be final as regards the order in which the several items of works are to be executed. The Contractor shall in all respects follow the programme approved by the Architect and shall satisfy the Architect that he has on site sufficient equipment, vibrators, mixers, labour, sets of formwork materials and every other thing necessary for the work. The Contractor shall utilise the equipment, labour, formwork and other materials so as to execute the work as per the programme approved by the Architect and not merely to suit the Contractor's convenience. The work shall proceed strictly as per approved programme and no delay shall be permitted in completion of any item of work at any stage during the progress of the work.

QA.9 Labour

The Contractor shall strictly comply with provision of the Contract Labour (Regulation and Abolition) Act, 1970 and the Local Government Rules made thereunder and the Minimum Wages Act. The Contractor shall bear fully the liability arising out of Employees State Insurance Scheme payment for his workmen as required by law and shall administer the ESIS Scheme, maintain all records and deposit his contribution together with money collected from his labourers with the clients for credition to the ESIS authorities. In case the Contractor fails to comply with the above requirements, the Contractor's bills shall not be certified for payment. No accommodation facilities for labour will be allowed inside the

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Project premises. Contractor shall be the Employer in this matter. In case of any recovery, Employer shall have all rights to recover the same from Contractor's bills.

QA.10 Safety

The Contractor must observe all safety rules and take all necessary precautions required for working at heights and roofing or any other work. It is compulsory for workers and site staff to wear helmets, at all times and safety belts, while working at heights above 3.0m, and comply with such other requirements of the Factories Inspectorate and other authorities. Contractor will be responsible in case any problems with Inspector of Factories for not observing safety measures at site. For working at heights, Contractor will obtain necessary work permit for all workmen valid for the project period from the site Architect.

QA.11 Escalation on Tender Rates

There shall be no escalation on the rates quoted by the Contractor in the schedule and the same shall hold good for the Contract period agreed upon.

QA.12 Insurance

The Contractor shall be required to submit within 15 days from the date of commencement of work, policies for Insurance of works, Third Party Insurance and Insurance against liability under Workmen's Compensation Act as per Conditions of Contract.

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SPECIAL CONDITIONS OF CONTRACT

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BRIEF SCOPE AND DESCRIPTION OF THE WORK

The design proposal retains the historic heritage building of Bombay Natural History Society in its full glory and creates a holistic scheme for the existing spaces, proposed design and site development by restoring and upgrading the existing building as per the proposed design. The proposed interior design have been consciously designed to enhance the value of the historic site.

The works in this tender include exterior facade restoration, structural repair work, site up-gradation and landscape works, interior renovation for collection and display areas, offices and toilets. The structural repair works have to be carried out very carefully so as to not damage the existing heritage building. The scope of the project also includes integrating various services in the building such as HVAC, electrical, fire security, etc.

	Name of the Structure with location	Bombay Natural History Society , Fort, Mumbai
	Name of the Applicant	

The site needs to be barricade properly using corrugated galvanised iron sheets of 0.63mm thick (24 B.W.G.) fencing and fixed 75 mm above Ground level on vertical M.S Angle of 40 x 40 x 6 mm size including excavating pits for foundation and embedded in C.C. block using PPC cement of 1:4:8 mix of size 450 x 450 x 670 mm. at 1.75 M.c/c with iron bar 16 mm dia as hold fast including welding link with angle frame at 30 cm c/c with nuts and bolts and horizontal M.S. Angles at top and bottom of 25 x 25 x 5 mm size and vertical M.S. flat 35 x 5 mm and 25 x 5 mm horizontal including cross support of 40 x 40 x 6 mm Angles both sides at every corner or bends embedded in concrete blocks of 1:4:8 of size 450 x 450 x 670 mm etc. complete. The entry to the site needs to be cordoned off from the main building side in consultation with the centre without causing disturbance to the everyday activities of the centre.

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GENERAL NOTES FOR DRAWINGS AND SPECIFICATIONS:

These drawings indicate in general the project in terms of architectural design intent, the dimensions of the building, the major architectural elements and type of structural, mechanical and electrical systems.

The Bidder shall coordinate all mechanical floor/wall sleeves and shafts in concrete slabs/walls with mechanical, plumbing, fire protection, electrical, structural and architectural drawings and discrepancies, if any, to be brought to notice of the Architect or the appointed PMC prior to execution of work.

The bidder shall conduct his own site survey of the existing ground levels and report actual levels to the engineer before doing the line outs. After setting out the site lines and levels, approvals need to be taken by the Client, Architect/Structural Engineer. The drawings have to be studied thoroughly since the proposed building levels need to align with the existing building levels as shown in the drawing.

The bidder shall provide shop drawings for all the details and show adequate samples upto the satisfaction of the Client/ Architect and proceed only when the samples have been duly approved. Bidder's shop drawings should indicate actual elevations (levels).

All existing or proposed elevations (levels) and dimensions, on site and on drawings must be checked and verified by the bidder before the preparation of shop drawings or commencement of any item of work on the site.

Architectural drawings must always be read in conjunction with all other relevant services drawings and contract documents. Any discrepancy between these drawings and documents should be reported to the engineer for clarification and verification.

Every effort has been made to make these documents concise and coordinated, to define work in the most logical place and to eliminate redundancy.

The bidder shall visit the site and become familiar with site conditions as they may affect carrying out the work as described in these contract documents. The bidder shall investigate, verify, and be responsible for all conditions of the project, and notify the architect of any conditions that require modification before proceeding with the work

The bidder shall be responsible for locating and protecting all utility lines. Locations shown are approximate. Repair all damage to utility lines caused by construction operations at no cost to the owner.

Bidder shall be responsible for all temporary bracing and shoring required during construction. Typical details may not necessarily be referenced on the drawings, but apply unless noted otherwise. Security and safety are the bidder's responsibility. Coordinate with contracting officer's representative. All details are to be coordinated with the structural framing, interior finishes and other related building components in order to provide a complete enclosure of finish materials.

Attachment and details for the exterior wall and exterior glass systems are shown schematically and together with the specifications and the profiles shown are intended to establish performance and material qualities desired. The bidder shall be responsible for the development of final exterior wall details to accommodate the fabrication, erection and installation of the work in accordance with the design intent shown.

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Any indication of project limits or lines of demarcation are shown for the convenience of the bidder, and are not to be taken literally. Actual contract limits are to be determined by the bidder and approved by the owner before actual construction work begins.

Drawings are prepared using dimensions and product configurations or details of specific manufacturers. Dimensions and details for specific products may change/alter before they are actually incorporated into the work. Therefore, actual installation details and dimensions may differ from those shown. Bidder shall verify installation requirements for all products to be incorporated in the work (including thicknesses for recessed or semi-recessed products), and is responsible for accommodating and coordinating changes to other materials or products that are necessary because of these differences.

The drawings and specifications are separated into disciplines for convenience. The separations used are used only for the purposes of convenience and reference and in no way do they define or limit the scope or intent of any part of the drawings, or of the drawings and specifications as a whole. The fact that the drawings are separated in no way suggests that the work is not to be constructed as a complete, integrated and unified whole.

The drawings and specifications, including drawings prepared by specific engineering disciplines (such as civil, structural, mechanical, electrical, etc.) Are complementary; items shown in any one location in the drawings shall be considered to be requirements of the contract for construction. In the event of an inconsistency between the drawings and specifications, or within either document, the bidder shall seek clarification or interpretation from the architect prior to bidding. Wherein consistencies are not clarified prior to bidding, and where the actual solution or intent cannot be reasonably inferred, the bidder shall provide the better quality or greater quantity of work.

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1.0 PHASING OF WORK

It should be noted that the works have to be carried out without disturbing the existing use of the building if functioning. The phasing of work and the areas to be tackled on priority will be decided on award of contract in consultation with the Employer. The Contractors should ensure strict conformance to the requirements of the Employer, in totality, regarding movement of material, labour etc.

2.0 OBJECTS OF ANTIQUITY AND PROTECTION OF WORK

All the objects of value of antiquity found on site shall remain the property of the Employer and any such findings shall be immediately brought to the notice of the Employer. The Contractors should note that since this being a Heritage Building, special care needs to be taken to protect the Architectural details.

Contractor shall maintain continuous protection for all the above from damage due to weathering action while carrying out the works in the near vicinity.

3.0 NOTICES AND FEES

3.1 Bye Laws, Regulations

The Contractor shall comply with all Government Acts including the bylaws or regulations of local authorities relating to the works in so far as construction, fabrication and installation activities are concerned, and he shall obtain from the local authorities all permissions and approvals required for the plying of trucks, construction machinery etc., and also for construction of temporary offices, labour camps, stores and other temporary structures in connection with his work, and the Contractor shall give all notices and pay all fees and charges that are and that can be demanded by law thereunder.

In his rates for the various items of work, the Contractor shall allow for such compliance and for the giving of all such notices, and shall include for the payment of all such fees and charges. The Contractor shall indemnify the Employer against all claims in this regard.

3.2. Sewerage Charges

The Contractor shall pay to the authorities concerned (BMC or others) sewerage charges that are legally payable in connection with his construction work and share the receipts with the employer.

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4.0 LICENSES AND PERMITS

The Contractor shall directly obtain all licenses and permits for the materials under government control, and those required to be obtained by the Contractor for the execution of his work. The Contractor shall include his rates for all transportation charges and for the other expenses that may be incurred in this connection, and he shall indemnify the Employer against all claims in this regard.

5.0 ROYALTIES AND PATENT RIGHTS

All royalties or other sums payable in respect of the supply and use of any patented articles, processes or inventions for the carrying out of the works as described by or referred to in the drawings, specifications, schedule of quantities and other contract documents, shall be deemed to have been included in the Contractor's rates, and the Contractor shall indemnify the Employer against all claims, proceedings, damages, costs and expenses which may be brought or made against the Employer or to which he may put by reason of the Contractor infringing or being held to have infringed any patent rights to any such articles, processes and inventions. The Contractor shall also include in his rates for the payment of all levies and royalties, rent and other payments or compensation, if any, for getting stone, sand, gravel, soil or other materials required for the works.

6.0 INSURANCE

6.1 Insurance Policies

Within two weeks from the letter of acceptance the Contractor, without limiting his obligations and responsibilities under this contract, shall insure against his liability for any material or physical damage, loss or injury which may occur to properties or to persons by or arising out of the carrying out of the works or in the execution of the contract or any other reason. Unless stipulated otherwise elsewhere in this contract, it shall be obligatory for the Contractor to obtain the following insurance policies :-

- 1) Insurance 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, including any amendments and revision to such acts. This shall be for the period upto the final completion of the works, including the defects liability period.
- 2) Insurance policy to cover against damage, theft or any other loss in respect of all plants and machinery and other construction equipment of the Contractor, and of his temporary structures.
- 3) Insurance policy to cover against damage, theft or any other loss in respect of all materials and equipment during transit to site from the supplier's premises (unless such insurance cover is effected by the supplier).

The Contractor shall insure against his liabilities and shall continue such insurance during the currency of the contract, including defects liability period. The Contractor shall pay premiums for all above insurance covers and policies and the cost thereof shall be deemed to be included in the Contractor's rates.

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The Contractor shall produce to the Architect all certificates of insurance including the receipts for payment of premiums. The Contractor shall not alter or cancel any policy without the written approval of the Architect.

It shall be the responsibility of the Contractor to ensure that all Sub-Contractors have similar insurance covers and policies and that they pay the premiums in respect thereof. The Contractor shall obtain from the Sub-Contractors and submit to the Architect documentary evidence of such policies and payment of such premiums.

As regards the Contractors All Risk Insurance, the Employers have an Insurance cover for the building and the assets.

In the event of any damage/loss while carrying out the works it shall be the responsibility of the Contractors to lodge claims and to follow up and obtain the payments for the claims from insurance companies on behalf of the Employers. In connection with each claim, the Contractor shall pay for or bear the excess in respect of claims if the assessment of the insurance authorities falls short of the claim.

Should the Employer suffer any losses and/or damages in connection with the works and the Contractor is unable to get such losses and/or damages recompensed by the insurance company, the Employer shall recover the amounts in respect of such losses and/or damages from the Contractor by way of deductions made from the money that may become payable to the Contractor.

At all times, the Contractor shall ensure that the Employer is kept indemnified from **all** claims arising out of any mishap, whatsoever, during the duration of the Contract.

7.0 SCOPE, EXTENT, INTENT

7.1 SCOPE

The general character and the scope of works shall be as illustrated and defined in the drawings, specifications, schedule of quantities and other relevant details in the tender document.

7.2. EXTENT

The Contractor shall carry out and complete the works under the contract in every respect, and his work shall include the supply of all labour, equipment, materials (other than those supplied by the Employer, if any), plants and machinery, tools, transportation, formwork, scaffolding and everything else necessary for the proper execution and successful completion of the works in accordance with the contract documents and to the directions and satisfaction of the Architect. 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 work. Where any parts of the works may be executed by Sub-Contractors, such responsibility and liability of the Contractor shall cover and extend to the work of all such Sub-Contractors.

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7.3 **INTENT**

The contract documents are complementary and what is called for by any one shall be binding as if called for by all. 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 own cost. Materials or 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 are applicable.

8.0 **TAXES, DUTIES ETC,**

In his rates for the various items of work, the Contractor shall, in connection with the works, include for sales tax, octroi, all applicable duties, and any other taxes, levies or royalties payable on the materials and equipment forming part of the works, and shall also include for any other statutory obligations that are necessary for the Contractor to fulfill for the due performance of the contract.

It shall be deemed that the rates quoted by the Contractor include for all such taxes, octroi, duties, levies, royalties and other statutory obligations as prevailing on the date of submission of tender and no claims on this account shall be entertained or allowed at any stage.

The rates quoted shall be deemed to include Works Contract Tax/ Maharashtra Sales Tax as applicable in Maharashtra State.

9.0 **SITE**

Contractor shall satisfy himself about site conditions before submitting his tender.

The Contractor shall visit the site and satisfy himself about the site conditions for restoration and for logistics and smooth flow of men and materials as well as permissions from authorities for this purpose. He shall examine the site and take note of existing roads and means of access and communication, the character of the soil and the facade, the correct dimensions of the work, facilities for obtaining any special articles called for in the contract documents and also, the Contractor shall make his own assessment and obtain all information on the site constraints and on all matters that will affect the execution, continuation and progress, and completion of the works.

Any extra claims made in consequence of any misunderstanding or incorrect information on any of these points or on the grounds of insufficient description or information shall not be entertained or allowed at any stage. Should the Contractor after visiting the site find any discrepancies, omissions, ambiguities or conflicts in or among the contract documents or be in doubt as to their meaning, he shall bring this to the attention of and seek written clarifications from the Architect before submitting his tender.

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10.0 **SAFETY**

10.1 Safety Code

In respect of all labour, directly or indirectly employed on the works for the performance and execution of the Contractor's work under the contract, the Contractor shall at his own expense arrange for all the safety provisions as listed in (i) safety code forming part of the contract documents. (ii) safety codes of C.P.W.D. and Bureau of Indian Standards, (iii) the Electricity Act, (iv) the Mines Act and (v) Regulations, Rules and Orders made thereunder and such other Acts are 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 the Contractor's labour, the Employer's, Architect's and Architect's representatives or any member of the public or resulting in the death of any of these.

Protective gear such as safety helmets, boots, belts etc. shall be provided by the Contractor at his own cost to all his manpower at site, including for the Consultants and other visitors to the site. The Contractor shall impose such requirements on all Sub-Contractors also. It shall be the responsibility of the Contractor to ensure that such protective gear is worn at all times by all personnel working at site. The Architect shall have the right to stop any person not wearing such protective gear from working on the site.

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

11.0 **PHOTOGRAPHS**

Besides submitting progress charts, reports etc. the Contractor shall submit two copies of photographs (in colour) every month throughout the period of construction. Such photographs shall pictorially depict the progress of the works on a monthly basis. The number of shots/locations etc. shall be carefully chosen to include the complete scope of works carried out. The instructions of the Architect in this regard shall be followed by the Contractor, as to the number and sizes of photographs, locations etc.

Such photographs together with the negatives shall be submitted on a monthly basis.

12.0 **DEMOLITION WORKS**

The demolished material and debris shall be disposed off on day-to-day basis to ensure that the premises are cleared of the material. It is deemed that the prices quoted for the respective items are inclusive of the disposal of the debris away from site keeping the work area and the surroundings clean and neat.

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13.0 **EXISTING STORM WATER DRAINAGE NETWORK**

As the work has to be carried out in phases, the other areas being functional, the drainage system required for the remaining areas should remain operational. It is deemed that the Contractors have taken note of this requirement and the prices quoted accordingly.