

HERITAGE INSTITUTE OF MEDICAL SCIENCES- BHADWAR, VARANASI**NOTICE OF TENDER**

For Details Please refer Annexure "A"

Tender No:- HIMS/PROJECT/TENDER-1-(2022)-----"1"

1	NAME OF WORKS	CONSTRUCTION OF CIVIL, WORKS FOR CONSTRUCTION OF MEDICAL COLLEGE BALANCE WORK ON 6TH FLOOR AT HIMS
2	Estimated Cost	1.75 Crores
3	Bid type	Single cover system
4	Period of completion	06 months
5	Cost of tender documents	Nil
6	Website /Portal address	www.heritageims.com
7	Correspondence	heritageims1@gmail.com
8	Type of contract	Lumsum contract
9	Information detail	
	a)Bid submission start date	27.10.2022
	b)Last date and time of bid submission	08.11.2022 upto 12 Noon
	c)Date and time of bid opening	08-11-2022 at 3.30 PM
10	Eligibility criteria	Have executed similar works in recent years, submit proof.
11	For all contractors	Contractor will not be allowed to execute the work by subletting or through power of attorney holder on his behalf to a third party/ another firm except son/ daughter of proprietor/ partner/ director and firm's own employee, director, Project manager. This shall be subject to certain conditions which will be prescribed in the Notice Inviting Tender forming part of the tender documents.
	CRITICAL DATES	
12	Publishing date of tender documents	27-10-2022
13	Starting date of tender documents downloading	27-10-2022
14	Clarification start date & time	28-10-2022 between 3pm to 5pm
15	Clarification end date & time	07-11-2022, at 3 pm
16	Pre-bid meeting date & time	To be decided on request of vendor
17	Bid documents download end date & time	07-11-2022 upto 4.00pm (1500 Hrs)
18	Date and time of 'T' bid opening (Cover No 1)	NA
19	Date and time of 'Q' bid opening (Cover No 2)	NA
20	Tender issuing and Accepting Officer	Project Head HIMS Varanasi
21	Executing authority	Project Head HIMS Varanasi
22	Contact No	9140652771, 9602607273
23	Notification, additional information, Change	Please be in touch with the web site for any UPDATE till date of opening.
24	General and Special Conditions of Contract	Refer Annexure "B" for Special and General conditions, provided separately

NOTE:- Accept of tender is preview of accepting authority lowest rate is not binding of acceptance.

Signature of Contractor**Project Head****Vice Chairman
HIMS, Varanasi**

AGREEMENT

CONSTRUCTION OF CIVIL WORKS

FOR CONSTRUCTION OF MEDICAL COLLEGE BALANCE WORK ON 6th FLOOR AT HIMS

Its construction for works of balance work of the 6th floor of Medical College building including civil, electrical, plumbing, painting, water supply, roof water-proof treatment, painting of the building, doors, windows, service shaft, lift machine rooms, stair-munties, water tanks, down comer rain water pipe complete, Electrical work of good and approved quality including fan, call bell, tube light, power point for T.V., A.C. ventilators, charging points and power points of induction heater etc. as required and directed by Heritage Institute of Medical Sciences at Mohan Sarai, Ram Nagar Bypass, at Bhadwar, Varanasi and in accordance of estimated probable quantities as given in the attached schedule of quantities, The work to be executed as per the approved drawings, specification, joint site decision, instruction of engineer-in charge as per following :-

SL NO.	Description	Tentative Qty	UNIT	RATE	AMOUNT
1.	Construction of civil, structural, plumbing, electrical, sanitary, Water supply etc. work at HIMS 6 TH FLOOR BLOCK-R1	9800	Sqft.		
	Grand Total				

The rate of construction of the above work shall include approved parapet walls and bands etc, internal, external finishing, such as door, window, plaster, flooring with granite and tiles of approved quality, including water supply, plumbing, sanitary fittings, all electrical works of good and approved quality including fan, call bell, tube light, power point for T.V., A.C. ventilators, Patient Monitor and induction heater etc. as required and directed.

DEDUCTION:-

1. Suitable deductions shall be made for any works already constructed by HIMS from the calculated plinth area payment also if any materials like Sand, Aggregate etc. provided by HIMS to the contractor to be recovered **at original rate of Construction /Supply**.
2. Cost of departmental centering plate with props etc. available at site for slab area shall be deducted (As per actual used area basis) from the **RAR** bill on each floor **Rs 30.00/sqft**.

THE FOLLOWING WORK WILL BE PAID SEPERATELY

1. The extra work like plastering work, brick work, painting work, tile & finishing item of the unfinished building would be taken of separately, the rate shall be calculated as per **DSR 2021 + 10% extra (nothing extra like GST etc. shall be paid separately)**.
2. All works below 7th floor to Basement if required by department shall be executed by contractor as per **DSR 2021 + 10% extra (nothing extra like GST etc. shall be paid separately)**.

QUALITY CONTROL:-

1. To ensure proper quality of work, only specialized skilled manpower will be allowed to work at site; in case any work, which is found not upto satisfaction level of client the same must be redone at cost of contractor. Every stage of work will be passed by client/client's site in charge, Testing of bricks, sand, aggregate, concrete etc. to be done as per the standard IS code.
2. The contractor has to set up a testing lab for regular testing of concrete cubes, as per relevant IS standards, test of bricks with water absorption tests, test of aggregates, sieves for coarse & fine aggregate etc. test certificate of steel & cement to be submitted from the approved labs.

Manpower:

1. Following minimum manpower of acceptable qualification and experience shall be employed by contractor for proper supervision and quality control.
 - (a) Site in charge(Civil Engineer)
 - (b) Supervisor – Diploma holder (electrical)

PAYMENT TERMS

- 1) **Column upto Beam Bottom Casting-15%**
- 2) **Shuttering For Column, Beam And Roof -05%**
- 3) **After Casting Beam Roof/Floor -- 25%**
- 4) **Brick work all type -- 10%,**
- 5) **Plaster, granite, tiles wall/ floor finish :- 20%,**
- 6) **Plumbing, sanitary, electricity, door window etc. -- 25%**
- 7) **5% security money will be deducted on work done amount from RA bill submitted by the contractor towards performance, to be retained & same will be returned after 12 months of DLP (Defect Liability Period)**

ESCALATIONS CLAUSE: - No escalation on labour & material for the contract completion period will be admissible.

PARTICULAR SPECIFICATION

- 1) Work under this contract shall be carried out in accordance with Schedule 'A' , Special Conditions, Particular Specifications, drawings including notes thereon (unless specified otherwise) and general rules, general condition of contract. CPWD latest specification shall be followed, for all works unless otherwise specified.

LAYOUT

- 1) In laying out buildings centre line dimensions mentioned in the drawings or referred there from shall be strictly followed.

MATERIAL

- 1) All materials to be supplied by the contractor for incorporation in work shall conform to relevant specifications/IS.
- 2) In case specification of materials needed for incorporation is not contained in anywhere in the contract documents, the specification of such materials proposed to be incorporated in work shall be got approved in writing from the Engineer-In-charge before incorporation in the work. Contractor is advised to check availability, time of procurement from these suppliers before quoting.
- 3) As far as practicable all manufactured articles other than those manufactured in contractor's workshop at site shall bear ISI certification mark and which are readily available in the market. It is mandatory for the contractor that ISI certified marked items/ articles as listed therein shall only be incorporated in the work. Names of manufactures/suppliers of certain items/materials are given in Appendix 'C'. The Contractor is advised to check availability for procurement from reputed and standard suppliers before quoting.
- 4) Local materials such as bricks, stone, aggregate, sand, lime etc. shall generally conform to the sample kept in Engineer-In-charges office in addition to their conformity with relevant specification given in the tender documents. The samples of such materials shall be got approved from Engineer's In-charge in writing before the materials are brought at site in bulk. The contractor shall submit sample of materials to Engineer- in Charge for approval, beforehand.
- 5) Letters Conveying approval of samples/materials by Engineer In-charge will interalia mention source of supply /name of manufacture, name/brand (if applicable) and reference of clause of the tender documents containing specification of particular materials.
- 6) The contractor and HIMS executives will ensure that the materials incorporated in the work are identical with the approved samples.

BRICKS:-

As per locally available size, 1st quality DESIGNATION-100. Half brick wall shall be constructed with 1:4 (Cement: sand) with reinforcement 8 mm band of approved thickness at every 3 layer.

HARDCORE

1. Hard core shall be of broken trap stone of Guest not exceeding 40mm well rammed dried to provide dense and compacted sub grade. Thickness of hard core as per drawing and if it is not cleared decision of Engineer-In-Charge will be final.

CONCRETE- MATERIALS**CEMENT**

Cement shall be Portland Pozzolana Cement (PPC) and shall be procured by contractor at his own cost. Make – Only ACC limited, Prism, Birla and Ultra-Tech brand will be used for all construction purpose.

AGGREGATE

- (a) Coarse aggregate for all cement concrete works shall be broken,/crushed trap stone confirming to relevant IS. Locally Dala Grit /MP Grit of approved query for aggregate.
- (b) Fine aggregate for all concrete works shall be naturally occurring river sand confirming to relevant IS Grade/code can be used. Duddhi Bihar sand for concrete work and Chopan sand for brick and plastering.

CEMENT CONCRETE MIX

The proportions/type of cement concrete required for works in various situations shall be as indicated below:-

SL NO.	SITUATION	MIX	Graded size OF STONE AGGREGATE
1	2	3	4
(a)	Concrete in foundation for walls, dwarf walls, steps, blinding concrete below RCC column footings and sub base to floors.	(1:4:8) type D2 by volume	40mm
(b)	PCC in bed blocks, benching, coping cills for windows and ventilators.	Grade M-15 (Nominal mix)	20mm
(c)	PCC in any other situation not specifically mentioned in these documents.	(1:2:4) type B1 by volume	20mm
(d)	All RCC works	RCC Gde M-30 OR M-35 (design Mix) RMC as Specified in drawing	20mm
(f)	Sub base to floors	1:4:8 type D2 by volume	40mm

DESIGN MIX CONCRETE

Design mix concrete shall be as per IS-456, 2000 or latest version.

LABORATORY MIX DESIGN AND TESTS

As soon as possible, after receiving the order to commence work, the contractor shall procure sufficient quantities of required type of aggregates, cement and water and get Design Mixdone from IIT BHU of all type of Design Mix Concrete.

CEMENT FOR PRICING OF TENDER

1. For the purpose of this tender the contractor shall consider minimum cement content of 350 Kgs per cubic meter for M-30 concrete and 370 Kg per Cum for M-35 concrete (Design mix to be followed)
2. The agency of RMC shall be got approved prior to commencement of concrete work. However the responsibility of maintaining quality and grade of concrete fully rests with contractor.
3. The slump or compaction factor or other requirement of consistency or workability, must be performed at site as per standard.
4. The ages at which the test cubes of beams, columns, slab, footings etc. are to be tested and number of tests to be made as per relevant IS standard.
5. Admixture if permitted shall be IS marked only. (IS:9103)

STRIPPING TIME FOR FORM WORK :

1. The contractor's attention is invited to the stipulation in various clauses (Standard practices, relevant IS Codes) and regarding stripping of form work for various structure elements. The period stipulated therein is for concrete using ordinary Portland pozzolana cement.

FINISH TO CONCRETE SURFACE:-

Finish to exposed surface of all concrete works shall be as specified below:

- a) Exposed surface of RCC lintels, beams, parti walls, parapets, columns, which are continuous with the adjoining plastered surface of walls shall be plastered, specifications of plaster being same as that adopted for wall plastering. Plaster shall be applied all over the exposed surface of such concrete including projected portion of columns, beams/brackets etc.
- b) Exposed RCC/Concrete surface such as soffits of floor/roof slabs, chajjas, canopies, Parapets etc. shall be finished fair and even by plastering as (If concrete surface not found satisfactory by Engineer Incharge. In addition soffits of floor/roof slabs shall be treated with the 2mm thick POP in two layers (Having each layer thickness 1 mm) followed by putty and packed as directed by Engineer Incharge.

WINDOW CILL

- a) Window cill shall be finished with half moulded edge 18 mm thick granite stone of approved Colour on full width of wall and 12 mm projected both side of wall.

PLINTH PROTECTION

Irrespective of what is shown on drawings PCC, hardcore plinth protection shall be 1000mm wide with 75 mm thick PCC (1:3:6) type C1 over, 75mm thick consolidated bed of hardcore over rammed soil filling. Plinth protection shall be laid to a slope of 1:50. Exposed edges of plinth protection provided with triangular filleting in CM (1:3).

PLASTER:-

EXTERNAL PLASTER:- (1:4) 1 cement : 4 course sand, medium, even and smooth without using extra cement, with Putty, and 2 coat emulsion paint (Apex or equivalent) of approved make & colour.

INTERNAL PLASTER & PAINTING:- (1:5) 1 cement : 5 courses sand, surfaces finished even and smooth with 2 mm thick POP in two layers (Having each layer thickness 1 mm), Putty, and 2 coat emulsion paint of approved make as per **D.S.R. 2021** item no 13.48 A.

BUILDING HARDWARE

All building hardware should be of stainless steel 304 Grade and as approved by the Engineer- In-charge.

WIRE CLOTH

Irrespective of whatsoever indicated on drgs provided, stainless steel wire cloth having 0.36mm nominal dia of wire and 1.10mm average width of aperture should be used.

STEEL FOR CONCRETE REINFORCEMENT

Irrespective of what is indicated/ shown on drawing reinforcement bars shall be High Strength deformed Steel Bars produced by Thermo Mechanical Treatment process (TMT steel bars of Fe 550D) meeting all the requirements of IS 1786. Make: - TATA, SAIL, JSW OR JSPL WILL ONLY BE ALLOWED.

PRESERVATION AND MAINTENANCE OF STEEL

The steel brought by the contractor shall be preserved to ensure that no rusting takes place till it is incorporated in the works.

GUARD BAR/GRILL TO WINDOWS: If required 08mm sq. Mild steel guard bars to windows and balcony covering upto TOP. Guard bar to be welded to the frame, painted with 2 coats synthetic enamel paint over a coat of primer. As per design approved by Engineer- In-charge.

S.S.PIPE RAILING:- All staircase and handrail, Baluster vertical and horizontal supporting member to be provided with SS 304 Grade.

ALUMINIUM DOOR: Aluminum door shall be provided as indicated in drawings.

ALUMINIUM /WINDOWS/VENTILATORS & GRILLS

Aluminum Windows/ventilators, aluminum member shall be as shown on drawings and shall be powder coated 60 micron thick/ anodized 14 micron as desired colour approved by Engineer In-charge. All windows should be three tracks with three shutters, made of 2 shutters, 5mm thick glass glazing and one shutter provided with stainless steel mosquito proof net. Specification of window section and pattern decided by Engineer- In-charge (As per specification / drawing)

ROOFING

1. RCC roof slabs shall be laid to proper thickness and slope as indicated in drawings.
2. Brick Koba Treatment As per specification of DSR 2021 will be done at entire newly casted roof and side wall as mentioned in DSR 2021.

WATER PROOFING TREATMENT TO ROOF SLAB LAID IN SLOPE LESS THAN OR EQUAL TO 1 IN120 (IN-ACCESSIBLE ROOF)

The Water Proofing in toilet and pantry as per CPWD DSR2021 item No.22.3 included in rate. The roof will be used for erection of solar panel and roof rain water collects spouts & piping.

RAIN WATER PIPES

Providing rain water pipes as shown on drawings. Rain water pipes shall be PVC (medium density) of dia not less than 110mm with PVC grating from approved manufacture. All vertical and hanging PVC Pipe fixed to the wall by C channel arrangement. Concealing of such exposed pipes to be decided mutually at site with Engineer- In -charge & contractor.

FLOORING

6ST FLOOR -FLOOR FINISHING

All floors to be provided with the floor tiles required in sizes 600mm x 600mm x 8 to 10mm thick sizes with 150mm skirting flues with plaster and shade. Make Orient, Kajariya, Somany and Jonson not less than Rs. 50/- per sqft. And in Toilet wall 7'-0" height as per approved by EIC.

BATHROOM & SANITARY FITTING:-

Bathroom fitting: - Jaguar, Parryware, Hindware, Plumber or equivalent as approved by Engineer-In-charge.
Sanitary fitting: - Parryware, Hindware or equivalent.

PAINT

SYANTHATIC ENAMAL PAINT: - Burger, Asian, Nerolac, 1st quality.

ELECTRICALS ITEMS

Provision for lightening arrester as per standard specification and earthing strip/pit.

All electrical items conduit fitting needs to be approved by Engineer-in-charge before incorporation

Wire: - FRLS Wire make Polycab, Havells or equivalent

Switch Socket: - Modular type makes indo semen, anchor or equivalent

Fan: - Crompton 1200mm of approved model as required size.

Tube light: - Syska, Havells 18W LED, Toilet to be provided with provision of LED Bulb.

MCB: - Legrand, L&T, Havells

Batton holder ceiling rose:-Indosimon, Anchor

Note:- i) Coarse sand shall be used in all items of concrete work, all beam & Colum shuttering should be done with water proof 12mm thick ply, plaster 12mm on even surface and 15mm on uneven surface as required and directed by engineer in charge.

ii) Stair & lift wall shall be granite in riser & trade continuous RCC lintel band should be provided in window top in full width, that is 115mm and 230mm wall with reinforcement as per design.

FIXTURE

1. All door window provided with curtain rod 25mm dia SS 304 grade, cupboard, plate form selves, self-shutter as per the direction of the Engineering In-charge
2. **Tea Room/Kitchen :-** 1 RCC platform 50mm thick and 600mm wide with granite top of good quality with SS sink 12"x18"x8" other platform above 5' from floor level 15" wide below kitchen platform should be provided MS Shutter. Floor and wall upto 7'-0" high covered with tiles. Solar water connection in kitchen.
3. **Toilet:-**Europian water closet with all fittings such as health faucet, good & heavy quality white sheet and cover, flushing cistern with paper holder all as required at site.
4. **Bathroom :-** Provided with water mixture provision centrally solar water heater point Shower rose, Geyser Power point and Water point, Shop case, three fiber corner self, towel rail, and one hanger. All wash basins should be provided with the CP bottle trap and mixture pillar cock.
5. Contractor will provide tube light LED 18 watt and ceiling fan 1200mm as per drawing and as directed by Engineer-in-charge.
6. All fittings of electrical / plumbing / sanitary will be provided as required and as directed by engineer in charge.

OTHERS TERMS AND CONDITIONS SHALL BE AS FOLLOWS:-

- In consideration of the payment of the said sum of which may be increased/decreased to any extent or such other sum as may be arrived at under the clauses of the standard preliminary Specifications relating to payment on lump sum basis or by final measurement at unit price, the Contractor will upon and subject to said condition execute and complete the work shown upon the released drawings and described in the said specification and to the extent of probable quantities shown in the BOQ with such variations by way of alteration additions to or deductions from the said works and method of payment there for as are provided for the said conditions.
1. The settlement of contractor bills from time to time will be to the extent of about 80% within 15 days from the time the bills are submitted and the balance within 15 days of its submission, after proportionally adjusting the mobilization advance paid and deduction of 5% from each bill as retention money which shall be paid after 12 months from completion/ handing over the project.
 2. In case of any new item not provided in the B.O.Q. arising due to any alteration in the specification or plans or due to any other reasons, the rate shall be taken from C.P.W.D., **DSR 2021**, with increase or decrease of percentage of BOQ nearest item rate failing which by analysis of rates based on prevailing market rates. The item which is purchased at market rate the final payment rate will be allowed 5% overhead and 7% contract profit.
 3. While 1st party agrees that all statutory approvals for construction would be HIMS's responsibility, it is important that approvals for labour employment in the site need to be obtained by IInd party. Also the statutory compliances in respect of PF, ESI, Insurance under Workman Compensation Act, child labour and such other Statutes both Central and State, as may be required need to be complied by IInd party with information to Project Head.
 4. Whereas that water for construction shall be supplied by 1st party free of cost at one place and arrangement upto site construction has to be made by 2nd party While Contractor shall have to make arrangements for Electricity on their own cost or if electricity supplied by 1st party the recovery will be done @ Rs. 13.50/unit sub meter and electrical cost provided by 2nd party. In case the 2nd party setting RMC plant and other heavy power load plant, the same should be supported from DG set Backup. The contractor will provide sub electrical meter to assure actual consumption of electricity. The confirmation of calibration of electrical meter is responsibility of contractor.
 5. If 1st party find that the work is not progressing as per schedule, then the 1st party reserves the right to hand over the contract work to another contractor of his choice by giving 2nd party 30 days notice difference in cost of balance work will be borne by IInd party.
 6. All safety precautions, Labour Insurance and compliance with statutory requirements etc. shall be the responsibility of the contractor. In case of any accident etc. it shall be the responsibility of the contractor to settle all issue regarding according to the relevant acts including paying compensation. No manpower will allowed to work without bearing mask. Contractor to ensure that no corona virus effected manpower will be deployed at site.
 7. The term **Project Manager/Engineer-in-charge** shall mean the officer of the HIMS In-charge of the **Division** having jurisdiction for the time being over the work, who shall be competent to exercise all the powers and privileges reserved herein in favor of HIMS with the previous sanction of or subject to ratification in cases where such sanctions or ratification may be necessary.
 8. The plans, drawings, agreement and documents mentioned above shall form the basis of this contract and the decision of the said Engineer-in-charge to the materials, workmanship and to the intended interpretation of clauses of the Agreement or any other document, letters, attached here to shall be final and binding on both parties.
 9. The said contract comprises of the civil works like flooring, plumbing, sanitary and water supply, electricity work etc. and all subsidiary works connected there with within the same site as may be ordered to be done from time to time by the said Engineer-In-charge, even though such works may not be shown on the drawing or described in the said specifications of the priced schedule of quantities.

10. The HIMS through the Engineer-in-charge serves to himself the right of altering the drawings and nature of the work and adding or omitting from, any item of work or of having portions of the same carried out. such alterations or variations shall be carried out without prejudice any provision of to this contract.
11. Measurement of the work and specification of the work shall follow CPWD latest specification as well a latest IS code and as per specification of CPWD, latest DSR for each work item of work.
12. The contractor shall be responsible to fill all pits dug by him and clean all grounds of any rubbish and material after disposal at the same as may be directed by Engineer-In-charge at completion of the work at his own cost. He shall give the site in Tip Top condition on completion of the work and in case of his failing to do so within a specified time the same will be done by the HIMS and cost thereof shall be deducted from their bills.
13. All material to be used shall be of make and brand to be approved by Engineer –In –Charge. Samples of all material and fittings to be used, shall be submitted to the site Engineer for approval at least 7 days before their use. All rejected material shall be removed from site of works within the time as may be ordered by Engineer- in –charge. Gate pass issued for all rejected materials be preserved for inspection any time.
14. Samples of all work shall be got approved by engineer-in-charge and this clause shall be applicable to all items of B.O.Q.
15. The contractor shall submit his complete program for the completion of work and shall give in writing, programming of fortnightly progress schedule item wise. He shall also mention strength of different categories of labour he intends to employee.
16. The contractor shall, in connection with the work provide and maintain at his own cost all lights, guards, fencing and watching when and where necessary as required by Engineer-in-charge for the safety and convenience of the public and others.
17. Time shall be considered as essence of the Agreement and the contractor hereby agrees to commence the work as soon as his Agreement is accepted by 1st party and the site (or premises) is handed over to him as provided for in the said conditions and agrees to complete the work as per construction schedule given above and to show progress as defined in the tabular statement Rate of progress, subject nevertheless to the provisions for extension of time of the Standard Preliminary Specifications.
18. The said conditions shall be read and construed as forming part of the agreement and the parties here to respectively abide by and submit themselves to the conditions and stipulations and perform the agreement in their parts respectively.
19. Upon the terms and conditions of this agreement being fulfilled and performed the contract to the satisfaction of the Heritage Hospital Ltd., the balance amount including any deposit of the contractor shall be returned after the expiry of defect liability period i.e. 12 (TWELVE) months after virtual completion of work as per drawings and tender conditions.
20. Under provisions of sections 194 (c) add in the Income Tax Act under the Finance Bill two percent(or as applicable by Govt dept.) out of each and every payment made to the contractor will be deducted towards Income Tax at source to be credited to the Income Tax Institute and necessary certificates will be issued to the contractor.
21. The 2nd party indemnifies through this contract to the Heritage Hospital Ltd. against any liabilities direct or consequential arising out of its failure to comply with statutory provisions/obligations, accidents or acts of commission and omissions which may result in such eventuality.
22. 1st party will provide only land for construction of labour hutment (with certain condition) and staff accommodation free of cost subject to availability. In-case the land not available the 2nd party will arrange labour hutment accommodation at own cost. All the provisions of labour contract act 1970 with latest amendments will be strictly followed by contractor. In case 2nd party is found lacking the maintenance of labour hutment properly and if 1st party is not satisfied with hutment discipline the same will be shifted outside the campus area with arrangement of 2nd party at their own cost. A rent of Rs. 10,000.00(Ten thousand) per month will be recovered after original date of completion for labour HUTMENT inside campus area. Even in case of extension period.

GENERAL TERMS AND CONDITIONS:

Completion Period of Work:

The work will be completed in stipulated time within 06 (six) months from the date of acceptance of Work order further to ensure the good and proportionate progress during the execution of the work, contractor shall be bound in

all cases in which the time allowed for any work exceeds one month to complete 1/4th of the whole work highlighting any time overrun, hindrances, within 06 months.

Extension of Time :- If the contractor shall desire an extension of time for completion of the work on the grounds on his having been unavoidably hindered in its execution or any other ground he shall apply in writing to the Project Manager or Project Head within 15 days of the date of the hindrance on account of which he desire such extension as aforesaid and the Project Manager shall if in his opinion (which shall be final) reasonable grounds be shown thereafter authorize such extensions of time, if any as may in his opinion be necessary or proper. In case of any dispute, the decision of tender accepting authority of this contract will be final in this regard.

Identity Card or Passes:- All the man power of 2nd party are required individually to be in possession of an identity card or pass duly verified by security officer of HIMS. Necessary cost will be bear by 2nd party.

Fire Precaution:-The contractor, his agent, representative, worker etc. shall strictly observe the orders pertaining to fire precaution prevailing within institute area, and follow all the fire safety rules and fire prevention measure as per standards.

Final Certificate:-

On completion of work the contractor shall submit written intimation to the Project Manager/or H.O.D. giving the date of completion and shall request the Project Manager/H.O.D. to give him a certificate of completion, but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed, all surplus materials and rubbish and clear off the dirt from all work doors, windows, walls, floors or other parts of any building in, upon or about which the work is to be executed, or of which he may have had possession or the purpose of the execution thereof. If the contractor shall fail to comply and cleaning off dirt or on before with the requirements of this clause as to removal of surplus materials and rubbish the date fixed for completion of the work. The Project Head/Project Manager may at the expense of the contractor, remove such surplus materials and rubbish and dispose off the same as he thinks fit, clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such surplus materials as aforesaid except for any sum actually realized by the sale thereof. On completion, the work shall be measured by the Engineer-in-Charge, whose measurement shall be binding and conclusive against the contractor.

Alteration in specification and design:-

The Project Manager/Project Head shall have power to make any alteration in or additions to, the original specification, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Project Manager/or Head of Department such alteration shall not invalidate the contract, and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work and at the same rates as are specified in the tender for the main work. The time for the completion of the work shall be extended in the certificate of the Engineer and /or Architect shall be conclusive as to such proportions. And if the additional work includes any class of work for which no rate is specified in this contract then shall be passed on present market +12%O.H

Subletting of contract:-

- i) The contractor must not sublet the contract or take any partner in his work without written permission of the Project Manager/or Project Head in the event of his doing so, he will be considered to have thereby committed a breach of contract involving all penalties and including forfeiture of his security deposits. The HIMS will not be responsible for any loss that he may suffer on account of the materials he may have collected or any engagement agreement entered into, with any external party.
- ii) The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and otherwise in every respect in strict accordance with the C.P.W.D. specification; and general and special conditions of contract copy of which is appended. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings and instructions in writings given from time to time relating the work signed by the Project Manager/Project Head.

Liquidated Damage:- In the event of the contractor failing to complete the work within stipulated time he shall be liable to pay as compensation an amount equal to **5% (FIVE) percent of balance work amount per day** Project Manager (whose decision in writing shall be final) may decide on the said order amount of the whole work for everyday that the due quality of work remains incomplete. Provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed 10% (Ten Percent) on the cost of the work order.

Incentive Clause:- If 2nd party complete the work prior to completion dates there will be incentive amount @1% of work done value will be awarded by 1st party.

Quality Check:- Action and Compensation Payable in case of bad work: -If it shall appear to the Project Manager/Project Head in charge of the work that any work has been executed within sound, imperfect or unskillful workmanship. The contractor shall on demand in writing from the Project Head of HIMS/or Project Manager specifying the work, material or article complain of, notwithstanding with the fact that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the work so specified in whole or in part as the case may require or as the case may be remove the materials or articles at his own proper charge and cost an in the event of his failing to do so within a period to be specified by the Engineer-In-charge his demand aforesaid, then the contractor shall be liable to pay compensations at the rate of one percent on the amount of order for every day not exceeding 10 %, while his failure to do so and in the case of any such work , HIMS authority may remove and replace by engaging others agencies , the materials or articles complained of as the case may be at the risk and expense in all respect of the contractor.

LEGAL JURISDICTION: - Any dispute arising between the contractor and institute shall be settled through the presence of arbitrator. The Vice Chairman of Institute shall head the committee of arbitration which shall include a representative from contractor Company and one representative of institute. The decision of arbitration committee shall be accepted by both contractor party and institute. For the entire dispute shall be subject to jurisdiction of Varanasi Court if dispute not settled by arbitration committee.

Insurance: - 2ndparty shall take Workmen’s Compensation Policy for your workers and staff.

LabourLaws: Contractor must comply all prevailing labour laws of Local, State and Central government.

You are requested to convey your acceptance so that agreement papers can be made ready for signing the same jointly.

Thanking you,

Yours faithfully For Heritage Hospital Ltd.

Signature of the First Party

Signature of Second Party

Date: ---10-2022

Place: Varanasi