# Tender document

Tender document No	Receipt No		
Date of Issue			
For Rs.1000/-(Non refundable)	Paid by: Cash/Demand Draft/Pay order		
Name and address of Bidder:			
Contact Number:			
Reference to NIT: <b>169/14/04/T6-07(6)</b>			
Tender document No	Receipt No		
Date of Issue			
For Rs.1000/-(Non refundable)	Paid by: Cash/Demand Draft/Pay order		
Name and address of Bidder:			
Contact Number:			
Reference to NIT : 169/14/04/T6-07(6)			

O/o Cluster Development Executive Integrated Handloom Cluster Development Scheme Trichy Handloom Cluster C/O. M/s. Manamedu Handloom Tex Consortium, 10/7, Sriram Complex, Thuraiyur Bypass Rd, Musiri – 621 211, Trichy Dist.

Implementing Agency Textiles Committee Integrated Handloom Cluster Development Scheme Ministry Of Textiles, Government Of India P. Balu Road Prabhadevi Chowk Mumbai – 400 025 Maharashtra

> Tender Documents For Dye House At

M/S Manamedu Handloom Tex Consortium Producer Company Limited SF No 269/5 Of Thumbalam Village Musari Taluk Trichy District

> Civil Engineer Er. Kannan B.Tech., *(Consulting Civil Engineer)* Tiruchirappalli – 620 018. Tamil Nadu.

Signature of the Bidder:	Rubber stamp:

# INDEX

SL NO	DESCRIPTION	PAGE NO.
1.	NOTICE INVITING TENDER	4
2.	CONDITIONS OF CONTRACT	9
3.	SPECIAL CONDTIONS OF CONTRACT	22
4.	BANK GUARANTEE	24
5.	SPECIFICATION FOR CONSTRUCTION	27
6.	BILL OF QUANTITITES	29

Тепает Documents for construction of Dye поизе at 1 гиспу папаноот Cluster

Signature of the Bidde	er:

## Tender Document

O/o Cluster Development Executive Integrated Handloom Cluster Development Scheme Trichy Handloom Cluster C/o M/s. Manamedu Handloom Tex Consortium, 10/7, Sriram Complex, Thuraiyur Bypass Rd, MUSIRI – 621 211 TAMILNADU

## **NOTICE INVITING TENDER**

Sealed Quotations in the prescribed form are invited for works mentioned below:

Issue No.	Particulars	
Name of Works	Construction of proposed building of Dye	
	shade under IHCDP, O/o DC (Handlooms),	
	Ministry of Textiles, Government of India,	
	New Delhi	
Approx. amount of contract	Rs 18.75 lakh	
Earnest Money	Rs.56,250.00	
Cost of Tender form	Rs.1,000.00	
Time for Completion	5 months including rainy season	
Issue of Tender document	05-03-2012 to 23-03-2012	
Date and time for Pre-bid meeting	16-03-2012	
Last date and time of submission	24-032012	
of Tender		
Date and time of opening of	26-03-2012	
Tender		
Reference to N.I.T.	169/14/04/T6-07 (6) Dated 29/11/2011	

1. (a) Tender document for the above works may be obtained from the following addresses on cash payment or demand draft for Rs.1,000/- (not-refundable) in favour of Textiles Committee payable at Mumbai for set of tender documents including Bill of Quantities & drawings.

1. O/o. Cluster Development Executive	2
Integrated Handloom Cluster Development	
scheme, C/o. Manamedu Handloom Tex	
Consortium, 10/7, Sriram Complex, Thuraiyur	
Bypass Road, Musiri – 621 211,	
Trichy Dist., Tamilnadu.	
Ph.: 05465 – 225072, Mobile 9677671117	

 Regional O/o. Textiles Committee IInd Floor, S.K. Complex, 54/598, Trichy Main Road, Gugai, Salem – 636 006 Ph.: 0427 – 2467740, Mobile 9677671117

Tender Documents for construction of Dye House at Trichy Handloom Cluster

Page 4 of 31

Signature of the Bidder:	Rubber stamp:

(b) **Tender should be submitted in one sealed envelope marked as** "tender for construction of Dye shade" **containing two separate sealed envelopes one marked as** "Technical Bid" **& another marked as** "Financial Bid".

I. Technical bid envelop should contain

- i. EMD Rs.56,250.00
- ii. Latest IT clearance certificate for last 2 years
- iii. Certificate from a Scheduled bank to prove their financial ability to undertake the work.
- iv. Proof of technical and organizational ability to execute the work in its various aspects
- v. Tenderer shall also submit a Valid Regd. No either with PWD of Tamil Nadu or any other department of Tamil Nadu Government of equivalent thereto
- vi. Also submit a declaration that the tenderer is Individual or partnership firm or company which has successfully carried out large works of the nature and has adequate organization and experienced personnel to handle this type and magnitude of work and requisite credential of technical & financial capability should also be furnished.
- vii. The tenderer should furnish relevant documents stating work done in previous 3 years and having solvent enough to furnish bank guarantee of Rs 15 lakh

## II. Financial bid envelop should contain (a) Notice of inviting tender (b) Bill of Quantities

(b) One set of Tender Documents along with the earnest money as desired and an undertaking that the Tender is duly completed as per Contract, properly packed and scrolled shall reach the Office of the Cluster Development Executive, Integrated Handloom Cluster Development Scheme, 10/7 Sriram Complex, Thuraiyur bypass road, Musari-621211 o*n or before 4 P.M. date 24-03-2012. T*he Tenders will be opened at 11.30 am on 26/03/2012 in the O/o. Cluster Development Executive in the presence or otherwise of the tenderers.

(c) Modifications, in any, of the Tender documents will be made only by way of addenda/corrigenda, copies of which will be sent in duplicate to each tenderer before the due date of the tender. One copy shall be signed, packed and sealed along with tender documents. Tender document to be submitted as detailed hereafter.

(d) Unbalanced Unit Rates: - In the case of a tender where the unit prices of any items appears unrealistic; such a tender will be considered as unbalanced. The Tender issuing Authority reserves the right to call for the rate analysis in such items which are in his opinion, unbalanced and the tenderer is required to give them in a specified format. In case the tenderer is unable to provide satisfactory explanations, the Textiles Committee reserves the right to disqualify such tender and forfeiting earnest money deposited without prejudice to any other right for failure on part of the tenderer.

(e) The tenderer shall not withdraw or revise or alter any conditions, rate(s) quoted within a stated period, unless he is called upon to do so in mutual agreement/negotiations. The Textiles

Tender Documents for construction of Dye House at Trichy Handloom Cluster	Page 5 of 31

Sig	nature of the Bidder:	Rubber stamp:

Committee reserves the right to forfeit the earnest money deposited if the tenderer revokes or withdraws the tender within stated period.

(f) Tenders are liable to be rejected in which any of the particulars/prescribed information is either missing or incomplete in any respect and/or if the prescribed conditions are not fulfilled.

(g) Canvassing in connection with tender is strictly prohibited and if resorted to, the tender is liable to be rejected.

(h) Tenders containing uncalled remarks or any additional conditions are liable to be rejected.

(i) Any quotation reaching after the stipulated time and date or incomplete and partly completed shall not be considered.

**2.** (a) The Tenderer is required to deposit an Earnest Money as mentioned above in crossed cheque or pay order in favour of Textiles Committee payable at Mumbai.

(b) The earnest Money will be refunded to the unsuccessful tenderers within 60 days or till acceptance of the tender from the date of opening of the quotation / tender whichever is later without any interest.

(c)The earnest money deposited by the successful tenderer will be retained towards the Security Deposit for due fulfillment of the contract.

**3** Upon acceptance of the tender, the successful tenderer shall, within the time limit specified in the letter of intent, deposit with the Textiles Committee either in Demand Draft or in the form of Government Securities endorsed to the Textiles Committee a further sum which along with the Earnest Money paid by Contractor will amount 10% of the value of the contract before he is allowed to execute the contract and commence work. Failure to deposit this additional amount within the stipulated time which shall include any extension granted by the Textiles Committee at its discretion will make the Earnest Money deposited by the Tenderer liable to forfeiture and the acceptance of his tender shall be considered as withdrawn.

**4** Tenderer should quote in English, in figures as well as in words the rates and amounts tendered by them. The amount of each item should be worked out and the total given.

**6** The tenders shall be opened for a period of 12 days for acceptance from the Starting date of issue of Tender document

7 Full information should also be given by the Tenderer in respect of the following:

- a) If an individual :
  - 1. His full name, address and place of business
  - 2. His financial status.
  - 3. His previous experience.
- b) In case of partnership firm
  - 1. The names of all the partners and their addresses
  - 2. The financial status of the firm and its partners.

Tender Documents for	or construction of I	Dye House at Trick	ny Handloom Cluster

Signature of the Bidder:	Rubber stamp:

- 3. Previous experience of the firm and its partners.
- c) In case of Companies :
  - 1. Date and place of registration including date of commencement certificate in case of public companies. Certified copies of memorandum and articles are also to be furnished, along with the tender.
  - 2. Names & particulars including addresses of all the Directors.
  - 3. Previous experience.
  - 4. It's authorized subscribed and paid-up capital.

8. Each tender shall be signed by the tenderer with his usual signature and sealed to all pages of Tender Document and other enclosed documents as desired. Tender by partnership of Hindu Joint Family firm may be signed in the firms name by one of the partners or the Manager as the case may be or any other duly authorized representative followed by the name and designation of the persons so signing. An attested copy of the partnership deed must accompany the tender of any partnership. Tender by a Company shall be signed with the name of the Company by a person authorized in this and Power of Attorney or other satisfactory proof what a person signing the tender. Documents on behalf of the Company is duly authorized to do so, shall accompany the tender.

**9** Signature of the Tenderer shall be attested by the signature and address in english of two responsible individuals.

10 Witnesses shall be persons of status and their address, names and occupations be stated below their signature. All signatures shall be dated.

11 Unless otherwise specified all rates and prices in the tenders shall cover sales tax and other taxes, Octroi and other duties.

**12** Tender not giving the full particulars as mentioned above or as called for are liable to summary rejection.

**13** The selected Contractor shall have to enter into an agreement in a non-judicial stamp paper (supplied by the contractor) with the Textiles Committee within fifteen days from the date of acceptance of his quotation, in accordance with the terms and conditions laid down in this contract documents and including any additions, omissions, alternations & modifications thereof as negotiated and mutually agreed between the contractor and Textiles Committee.

14 The Contractors undertake and agree to handover the completed works of Textiles Committee within 5 months including monsoon from the date of issuing work order. The contractors further agree that in case of any delay in handling over of the work, a penalty @ 1% for first month of delay and 2% per month thereafter shall be payable by the Contractor to the Textiles Committee to the extent of 10% of the job value in absence of any valid reasons.

**15** The Textiles Committee will be not responsible for or pay for expenses or losses, which may be incurred by any tenderer in the preparation of his tender.

**16** The Tender of any tenderer who has not conformed to foregoing instructions may not be considered.

Tender Documents for construction of Dye House at Trichy Handloom Cluster	Page 7 of 31
---	--------------

Signature of the Bidder:	Rubber stamp:

## CONDITIONS OF CONTRACT

## Definitions:

1. The "contract" means the documents, forming this Notice Inviting Tender and Tender Documents submitted by the tenderer and the acceptance thereof including the formal agreement executed between the Textiles Committee and the contractor.

2. In the contract, the following expressions shall unless otherwise required by the context have meaning hereby respectively assigned to them.

• The expression "work" or "works" shall, unless thereby mean something either in the subject or context repugnant to such construction, be construed and taken to mean the works or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.

• The "Site" shall mean the land and / or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or, street which may be allotted or used for the purpose of carrying out the contract.

• The "**Textiles Committee, Mumbai**" means Textiles Committee on behalf of Committee formed by Cluster Development Core Group (CDCG) for the execution of the project.

• The Officer-in-Charge means, who shall supervise and be in - charge of the work and who shall sign the contract on behalf of the Textiles Committee.

**Note:** Words imparting the singular number include plural number and vice-versa.

## Security Deposit

**Clause 1** - The person whose tender may be accepted (hereinafter called the contractors, which expression shall unless excluded by or repugnant to the context, include his heirs, executers, administrators, representatives and assigns) shall permit Textile Committee at the time of making any payments to him for the value of work done under the contract to deduct the security deposit as under:

The Security Deposit to be taken for the due performance of the contract under the terms and conditions printed on the tender form will be the earnest money plus a deduction of 10 percent from the payment made in the running bills, till the two together amount to 10 percent of the cost of work put to tender or 10 percent of the cost of works executed when the same exceeds the cost of work put to tender.

## Compensation for Delay

**Clause 2** - The time allowed for carrying out the work, as entered in the tender form, shall be strictly observed by the contractor and shall be deemed to be essence of the contract and shall be reckoned

Tene	der Documents for construction of Dye House at	Fric	iy Handloom Cluster	Page 8 of 31
	Signature of the Bidder:		Rubber stamp:	

from the fifteenth day after the date on which the order to commence the work is issued to the contractor, for a work where completion is up to 5 months.

## Action when the work is left incomplete, abandoned or delayed beyond the permitted limit

**Clause 3** - In any case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by installments) or committed a breach of any of the rules contained in Clause 24 or in the case of abandonment of the work, except due to permanent disability or death of the contractor, or any other cause, the Officer-in Charge on behalf of the Textiles Committee shall give a notice before 15 days for work costing up to Rs. 10.00 lakhs and before 30 days for works costing above Rs. 10.00 lakhs and in the event of the contractor failing to comply with the directions contained in the said notice shall have power to adopt any of the following courses, as he may deem best in the interest of the Project.

a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Officer-in Charge shall be conclusive evidence) and in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of Textiles Committee. The Textiles Committee shall be entitled to assign and to enter into fresh contract with any other contractor to complete the rest of project on hand.

b) To employ labour paid by the Textile Committee and to supply materials to carry out the work or any part of the work, debiting the contractor with cost of the labour and the price of the materials (of the amount of which cost and price certificate of the Officer-in Charge shall be final and conclusive against the contractor) and crediting him with the value of the work done.

c) In all respects in the same manner and the same rates as if it had been carried out by the contractor under the terms of his contract or the cost of the labour and the price of materials as certified by the Divisional Officer, whichever is less. The certificate of the Officer-in Charge as to the value of the work done shall be final and conclusive against the contractor.

d) To measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him shall be borne and paid by the original contractor and may be deducted from any money due to him by Textile Committee under the contract or otherwise or from his security deposit or the proceeds of sale thereof or a sufficient part thereof.

In the event of any of the above courses being adopted by the Officer-in Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any agreements or made any advances on account of or with a view, to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid the contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under the contract unless and until the Officer-

Tender Documents for construction of Dye House at Trichy Handloom Cluster	Page 9 of 31
---	--------------

Signature of the Bidder:	Rubber stamp:

in Charge will have certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

Whenever action is taken under clause 3 the contractor's bill shall be finalized up within three months from the date of rescission both in the case of building works and road and bridge works.

# Power to take possession of or require removal of Materials, Tools and Plants or Sale of Contractor's Plants, etc.

Clause 4 - In the event of any future case of default by the contractor for which by any clause or clauses thereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for the past and future compensation shall remain unaffected. In the event of the Officer-in Charge putting in force either of the power (a), (b) or (c) vested in him under the proceeding clause he may, if he so desires, take possession of all or any tools, plant, materials, and stores, in or upon the works, or the site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates or in case of these not being applicable at current market rates, to be certified by Officer-in Charge whose certificate thereof, shall be final, otherwise the Officer-in Charge may by notice in writing to the contractor or his other authorized agent requires him to remove such tools, plant materials or stores from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition, the Officer-in Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects and the certificate as to the expense of the any such removal, and the amount of the proceeds and expense of any such sale be final and conclusive against the contractor.

## Extension of Time

**Clause 5** - If the contractor, shall desire an extension of time for completion of the work on the grounds of his having been unavoidably hindered in its execution or any other ground, he shall apply in writing to the Officer-in Charge within 10 days of the date of hindrance on account of which he desires such extension as aforesaid and the Officer-in Charge, with whom he has signed the agreement shall, if in his opinion, (which shall be final) reasonable grounds are shown thereof, may authorize such extension for a period not exceeding 1 month.

## Final Certificate

**Clause 6** - On completion of work, the contractor shall be furnished with a certificate by the Officerin Charge of such completion in the form appended at the end, 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 scaffolding, surplus materials and rubbish and cleaned off the dirt from all wood-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 for the purpose of the execution thereof, not until the work shall have been measured by the Officer-in Charge whose measurements shall be binding and conclusive against the contractor. If the contractor

Tender Documents for construction of Dye House at Trichy Handloom Cluster	Page 10 of 31
---	---------------

Signature of the Bidder:	Rubber stamp:

shall fail to comply with the requirements of this clause as to removal of scaffolding surplus materials and rubbish and dispose off the same as he thinks fit and 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 scaffolding or surplus materials as aforesaid, except for any sum actually realized by the sale thereof.

## Payments on Intermediate Certificate to be regarded as Advances

Clause 7- No payment shall ordinarily be made for works estimated to cost less than Rs. 1,000 (Rs. One Thousand only) till after the whole of the work shall have been completed and a certificate of completion given, but if intermediate payment during the course of execution of works is considered desirable in the interest of the work the contractor may be paid at the discretion of the Officer-in Charge. But in the case of works estimated to cost more than rupees one thousand, the contractor shall, on submitting the bills thereof, be entitled to receive a monthly payment proportionate to the part thereof then approved and passed by the Officer-in Charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payments by way of advance against the final payment for works actually done and completed, and shall not preclude the requiring of bad, unsound, and imperfect or unskillful work to be removed and taken away and reconstructed, or erected or be considered as an admission of the due performance of the contract, or any such part thereof, in any respect or the occurring of any claim, nor shall it conclude, determine effect in any way the powers of the Officer-in Charge under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work otherwise the Officer-in Charge certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

## Bills to be submitted Monthly

**Clause 8** - A bill shall be submitted by the contractor each month on or before the date fixed by the Officer-in Charge for all work executed in the previous month and the Engineer-in-Charge shall take or cause to be taken requisite measurement for the purpose of having the same verified and the claim as far as admissible, adjusted, if possible, before expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid the Officer-in Charge may depute a subordinate to measure up the said work in the presence of the contractor whose countersignature to the measurement list will be sufficient warrant, and the Officer-in Charge, may prepare a bill from such list which shall be binding on the contractor in all respects.

## Bills to be on Printed Forms

**Clause 9** - The contractor shall submit all bills on printed forms and the charges in the bills shall always, be entered at the rates specified in the tender or in the case of any extra work ordered, in pursuance of these conditions, and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

Ten	der Documents for construction of Dye House at Tric	hy Handloom Cluster	Page 11 of 31
	Signature of the Bidder:	Rubber stamp:	

The deduction or addition as the case may be of the percentage will be calculated on the amount of the bill for work done, after deducting the cost of materials supplied departmentally at rates specified in the agreement.

## Receipts to be signed by Partners or Persons having authority to do so

**Clause 10** - Receipt for payments made on account of a work when executed by a firm must also be signed by the several partners, except where the contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipt for the firm.

## Work to be executed in accordance with Specifications, Drawing, Order, etc.

**Clause 11** - The contractor shall execute the whole and every part of the work in the most substantial and workmen like manner and both as regards materials and otherwise in every respect in strict accordance with the specification. the contractor shall also conform exactly fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Officer-in Charge and lodged in his office and to which the contractor shall be entitled to have access at such office or on the site of the work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his-own expense to take or cause to be made copies of the specification and of all such designs, drawings and instructions aforesaid.

In the case of any variance, the following order of precedence shall prevail:

- Specifications as per N.I.T.
- Specifications as per S.O.R. of the circle
- I.S.I. code / I.R.C. Specification

## Additions, Alteration in Specifications and Designs

**Clause 12** - The Officer-in Charge shall have power to make any alterations in, omissions from, additions to or substitutions for, the original specifications, 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 Officer-in Charge and such alterations, omissions, additions or substitutions shall not invalidate the contract and any altered, additional substituted 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, provided the total value of such increased or altered or substituted work does not exceed 25% of the amount put to tender, inclusive of contractor's Percentage. If such value exceeds 25% it shall be open to the contractor either to determine the contract or apply for extension.

## Extension of Time in consequence of Alterations

Tender Documents for construction of Dye House at Tricity Handbolm Cluster Tage 12 of 5	tion of Dye House at Trichy Handloom Cluster Page 12 of 31
---	--

 Signature of the Bidder:
 Rubber stamp:

The time for the completion of the work shall be extended in the proportion that the altered additional or substituted work bear to the original contractor's work and certificate of the Engineerin-Charge shall be conclusive as to such proportion.

## Rates for works Not in Schedule of Rates of the Circle

And if the altered or substituted work includes any class of work, for which no rate is specified in this contract, then, such classes of work shall be carried out at the rates entered in the applicable schedule of rates which was in force on the date of tender provided that when the tender for the original work as a percentage below / above the schedule of rate, the altered, additional or substituted work required as aforesaid shall be chargeable at the said schedule of rate minus/plus the same percentage deduction, addition and if such class of work is not entered in and arrange to carry it out in such manner as may be considered advisable provided always and if the contractor shall commence work or incur any expenditure in regard there to before the rates shall have been determined as lastly herein before mentioned then and in such case he shall only be entitled to be paid in respect of the work carried out on expenditure incurred by him prior to the date of the determination of the rates as aforesaid according to such rate or rates as shall be fixed by the Officer-in Charge. In the event of a dispute the decision of the Textiles Committee shall be final.

If during the course of execution, where it is found necessary that certain item/items of work not provided for in the S.O.R. of the circle required to be carried out then the Officer-in Charge shall identify such item/items including approximate quantity of the contract and ask the contractor to submit his rates in writing supported by the requisite data within a period of 7 days. The Officer-in Charge shall obtain approval / modification of the proposed rate from the competent authority and communicate the same within a period of 4 weeks to the contractor. In case the contractor agrees to the above rates as fixed by the competent authority then they shall form a part of supplementary schedule of the contract agreement. If the contractor does not agree to the rate of the competent authority then it shall be open for the Officer-in Charge to get the work executed through any other agency. The contractor will not however be entitled to any compensation due to delay or hindrance or loss of profit accruing on account of this extra work executed by alternative agency.

It the contractor commences non schedule work or incur/expenditure in regard there of before the rates shall have been determined by the competent authority then he shall be entitled for payment for the work done as may be finally decided by the competent authority.

## No Claim to any payment or compensation for Alteration in Restriction of Works

**Clause 13** - If at any time after the execution of the contract documents the, Officer-in Charge shall for any reason whatsoever require the whole or any part of the work as specified in the tender to be stopped for any period or shall not require the whole or part of the work to be carried out at all or to be carried out by the contractor, he shall give notice in writing of the fact to the contractor who shall thereupon suspend or stop the work totally or partially, as the case may be.

In any such case, except as provided hereunder, the contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from

Tender Documents for construction of Dye House at Trichy Handloom Cluster	Page 13 of 31
---	---------------

Signature of the Bidder:	Rubber stamp:

the execution of the work in full, but which he did not so derive in consequence of the full amount of the work not having been carried out or on account of any loss that he may be put to on account of materials purchased or agreed to be purchased or for unemployment of labour recruited by him. He shall not also have any claim for compensation by reason of any alteration having been made in the original specifications, drawings designs and instructions, which may involve any curtailment of the work as originally contemplated. Where however, materials have already been purchased or agreed to be purchased by the contractor shall be paid for such materials at the rates determined by the Officer-in Charge, provided they are not in excess of requirements and are of approved quality and/or shall be compensated for the loss if any, that he may be put to in respect of materials agreed to be purchased by him, the amount of such compensation to be determined by the Officer-in Charge whose decision shall be final. If the contractor suffers any loss on account of his having to pay labour charges during the period during which the stoppage of work has been ordered under this clause, the contractor shall on application be entitled to such compensation on account of labour charges as the Officer-in Charge whose decision shall be final, may consider reasonable provided that the contractor shall not be entitled to any compensation on account of labour charges, if in the opinion of the Officer-in Charge, the labour could have been employed by the contractor elsewhere for the whole or part of the period, during which the stoppage of the work has been ordered as aforesaid.

If the total duration of suspension of the work is more than six months, then this suspension of the work will be considered as permanent stoppage of the work, and the contractor can determine the contract, if he so desires.

#### Time Limit for Unforeseen Claims

**Clause 14** - Under no circumstances whatever shall the contractor be entitled to any compensation on any account unless the contractor shall have submitted a claim in writing to the Officer-in Charge within one month of the cause of such claim occurring and such claim is found just and proper in the fact situation so described for such claim otherwise, it shall be rejected.

## Action and Compensation Payable in Case of Bad work

**Clause 15** - If at any time before the security deposit is refunded to the contractor, it shall appear to the Officer-in Charge or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality or that any materials or articles provided by him for the execution of the work are unsound, or of a quality, inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Officer-in Charge, to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of, may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify, remove and reconstruct the work so specified in whole or in part, as the case may require or if so required, shall remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost, and in the event of his failing to do so within a period to be specified by the Officer-in Charge in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent on the amount of contract put to tender every day not

Tender Documents for construction of Dye House at Trichy Handloom Cluster	Page 14 of 31
---	---------------

Signature of the Bidder:	Rubber stamp:

exceeding ten days, during which the failure so continues, and in the case of any such failure the Officer-in Charge may rectify or remove and re-execute the work or remove and replace the materials or articles complained of, as the case may be, at the risk and expense in all respect of the contractor. Should the Officer-in Charge consider that any such inferior work or materials as described above may be accepted or made use of, it shall be within his discretion to accept the same at such reduced rates as he may fix thereof.

## Work to be open for Inspection - Contractor or Responsible Agent to be present

**Clause 15** - All work under or in course of execution or executed in pursuance of the contract, shall at all time be open to the inspection and supervision of the Officer-in Charge and his subordinates and the contractor shall at all times during the usual working hours, and at all other times, at which reasonable notice of the intention of the Officer-in Charge or his subordinate to visit the work shall have been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been, given to the contractor himself.

## Notice to be given before Work is covered up

**Clause 16** - The contractor shall give not less than five days notice in writing to the Officer-in Charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement, any work without the consent in writing of the Officer-in Charge or his subordinate in charge of the work and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expenses or in default thereof, no payment or allowance shall be made for such work or the materials with which the same was executed.

## Contractor liable for Damage done and for imperfection for Twelve Months after Certificate

**Clause 17** - If the contractor or his work people or servants shall break, deface injure or destroy any part of building in which they may be working or any building road, road curbs, fences, enclosures, water pipes, cables, drains, electric or telephone posts or wires trees, grass or grassland or cultivated ground contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work, while in progress, from any cause whatever or any imperfections become apparent in it within three months (six months in the case of a road work) after a certificate final or otherwise or its completion shall have been given by the Officer-in Charge as aforesaid, the contractor shall make good the same at his own expense or in default, the Officer-in Charge may cause the same to be made good by other workman, and deduct the expense (of which certificate of the Officer-in Charge shall be final) from any sums that may be then or at any time thereafter, may become due to the contractor or from his security deposits, or the proceeds of sale thereof, or of a sufficient portion thereof.

Tender Documents for construction of Dye House at Trichy Handloom ClusterPage 1	5 of 31
---	---------

Signature of the Bidder:	Rubber stamp:

The contractor hereby also covenants that it shall be his responsibility to see that the building constructed under his contract do/does not leak during the period of two consecutive rainy seasons after its (their) completion and if any defects are pointed out to him by the Officer-in Charge during the said period, the same shall be removed by him at his own expenses or in default the Officer-in Charge may get them, removed and deduct the expenses thereof from any sum that may be then due to or may become due to the contractor or from the security deposit of the contractor, on amount equal to 20% cost of the roof shall not withstanding anything contained in this clause be retained, till the roofs are tested during two consecutive rainy seasons as aforesaid and the defects are fully removed and if any amount still remains due to this account after making deductions as aforesaid the same may be recovered from him as an arrears of land revenue/cash security. The Security deposit of the contractor to the extent of 50% shall be refunded on his getting the completion certificate provided that all the recoveries outstanding against him are realized. 25% of the amount shall be refunded on maintenance period being over, even if the final bill is not passed, balance 25% shall be refunded after the final bill is passed.

## Contractor to Supply Plant, Ladders, Scaffolding. etc.

**Clause 18** - The contractor shall supply at his own cost, materials plant, tools appliances implements, ladders, cordage, tackle, scaffolding and temporary works, requisite for the proper execution of the work, whether original, altered or substituted and whether included in the specifications of other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Officer-in Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage thereof to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Officer-in Charge at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

Contractor is liable for damages arising from non-provision of lights, fencing, etc. The contractor shall also provide at on his own cost except when the contract specifically provides otherwise and except for payments due under clause, all necessary fencing and lights required to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action, or other proceedings at law that may be brought by any person for injury sustained owning to neglect of the above precautions and to pay any damage and costs which may be awarded in any such suit action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such persons.

## Compensation under Section 12 Sub-Section (1) of the Workman's compensation Act, 1923

**Clause 19** - In every case in which by virtue of the provision of section 12, sub-section (1) of the workman's compensation act 1923 Textile Committee is obliged to pay compensation to a workman

Tender Documents for construction of Dye House at Trichy Handloom Cluster		Page 16 of 31

Signature of the Bidder:	Rubber stamp:

employed by the contractor in execution of the works. Textile Committee will recover from the contractor the amount of compensation so paid and without prejudice to the rights of Textile Committee under section (1) sub-section (2) of the said Act. Textile Committee shall be at liberty to recover the amount or any part thereof by deducting it from the security deposit or from any sum due by Textile Committee to the contractor whether under this contract or otherwise. Textile Committee may not be bound to contest any claim made against them under section -12 sub-sections (1) of the said Act, except on the written request of the contractor and upon his giving to Textile Committee full security for all cases for which Textile Committee might become liable in consequence of contesting such claim.

## Labour

**Clause 20** - The contractor should get himself registered under contract labour regulations and abolition Act, 1970 including its amendments after getting a certificate from the principal Textiles Committee who will be the Officer-in Charge.

**Clause 21 - Labour below the age of 12 years -** No labour below the age of 12 years shall be employed on the work.

## Fair Wages

**Clause 22** - The contractor shall pay not less than fair wage to labours engaged by him on the work.

## Explanation -

(a) "Fair Wage" means wage whether for time or piece work notified at the time of inviting tenders for the work and where such wages have not been so notified, the wages prescribed by the Works Department for the Division in which the work is done.

(b) The contractor shall not withstanding the provisions of any contract to the contrary, cause to be paid a fair wage to labourers indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said works as if the labourers had been immediately employed by him.

(c) In respect of labour directly or indirectly employed on the works for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with the Labour Act in force.

(d) The Officer-in Charge, shall have the right to deduct, from the moneys due to the contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or deductions, made from his or their wages, which are not justified by the terms of the contract or non observance of the regulations.

(e) The contractor shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors.

Tender Documents for construction of Dye House at Trichy Handloom ClusterPage	17 of 31
---	----------

Signature of the Bidder:	Rubber stamp:

(f) The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

## Work not to be sublet

**Clause 23 -** The contract may be rescinded and security deposit forfeited, for subletting, bribing or if contractor become insolvent:-

The contract shall not be assigned or sublet in favour of any third party unknown to Textiles Committee without the written approval of the Officer-in Charge. And if the contractor shall assign or sublet his contract or attempt so to do, or become insolvent, commence any insolvency proceedings or make any composition with his creditors, or attempt so to do, or if any bribe, gratuity, gift, loan perquisite, reward of advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employ of Government in anyway relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Officer-in Charge may there up by notice in writing rescind the contract and the Security Deposit of the contractor shall there up stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensure as if the contract had been rescinded under clause 3 hereof and in addition the contractor shall not be entitled to recover or be paid for any work there to for actually performed under the contract.

If the contractor gets item/items of work executed on a task rate basis with or without materials, this shall not amount to sub-letting of the contract.

## Changes in the Constitution of Firm

**Clause 24** - In the case of a tender by partners any change in the constitution of the firm shall be forthwith notified by the contractor to the Officer-in Charge for his information.

## Work to be under the Direction of Officer-in Charge or the authorized Person

**Clause 25** - All works to be executed under the contract shall be executed under the direction and subject to the approval in all respect of Officer-in Charge for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

## Arbitration Clause

(a) Clause 26 - Except as otherwise provided in this contract all question and dispute relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, concerning the works, or the execution or failure to execute the same, whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to committee formed by CDCG for monitoring and execution of project.

Signature of the Bidder:

Except where otherwise provided in this contract, the provisions of the Arbitration Act 1940 and the rules there under for the time being in force, shall apply to the arbitration proceedings under this clause.

## Lump Sums in Estimate

**Clause 27** - When the estimate on which a tender is made includes lump sums in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates, as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Officer-in Charge, capable of measurement, the Officer-in Charge may at his discretion pay the lump sum amount entered in the estimates and the certificate in writing of the Officer-in Charge shall be final and conclusive against the contractor, with regard to any sum or sums payable to him under the provisions of this clause.

## Action where no Specification

**Clause 28** - In the case of any class of work for which there is no such specification as is mentioned in rule, such work shall be carried out in accordance with the specification approved by Officer-in Charge, for application to works in the district, and in the event of there being no such specification, then in such case the work shall be carried out in all respect in accordance with the instructions and requirements of the Officer-in Charge.

## Contractor's Percentage whether applied to Net or Gross Amounts of Bills

**Clause 29** - The percentage referred to at para 7 of the tender will be deducted from / added to the gross amount of the bills for work done after deducting the cost of materials supplied by the Department (If any).

## Claim for quantities entered in the Tender or Estimate

**Clause 30** - Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being either more or less than those entered in the tender or estimate.

## Claims for Compensation for Delay in Starting the Work

**Clause 31** - No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land or in the case of clearance works, on account of any delay in according sanction to estimates.

## Employment of Scarcity Labour

**Clause 32** - If Government declares a state of scarcity or famine to exist in any village situated within 16 kilometers of the work, the contractor shall employ upon such parts of the work as are suitable for unskilled labour, any person certified to him by the Officer-in Charge or by any person to whom the Officer-in Charge may have delegated this duty in writing to be in need of relief and shall be bound to pay to such persons wages not below the minimum which Government may have fixed in this behalf. Any dispute which may arise in connection with the implementation of this clause shall be decided by the Officer-in Charge whose decision shall be final and binding on the contractor.

Tender Documents for construction of Dye House at Trichy Handloom Cluster	Page 19 of 31
---	---------------

Signature of the Bidder:	Rubber stamp:

## **Technical Examination**

**Clause 33** - The Textile Committee shall have the right to cause Audit and Technical Examination of the works and the final bills of the contractor including all supporting vouchers, abstracts, etc., to be made as per payment of the final bill and if as a result of such Audit and technical Examination the sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed by him to have been done under contract and found not to have been executed, the contractor shall be liable to refund the amount of overpayment and it shall be lawful for the Textile Committee to recover the same from the security deposit of the contractor or from any dues payable to the contractor from the Textiles Committee. If it is found that the contractor was paid lesser than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by the Textile Committee to the contractor.

In the case of any audit examination and recovery consequent on the same the contractor shall be given an opportunity to explain his case and the decision of the Textile Committee shall be final.

In the case of Technical Audit, consequent on which there is a recovery from the contractor, no recovery, should be made without orders of the Textile Committee, whose decision shall be final. All action under this clause should be initiated and intimated to the contractor within a period of twelve months from the date of completion

## Death or Permanent Invalidity of Contractor

**Clause 34** - It the contractor is an individual or appropriately concern, partnership concern, dies during the currency of the contract or becomes permanently in capacitated, where the surviving partners are only minors, the contract shall be closed without levying any damages/compensation as provided for in clause 3 of the contract agreement.

However, if the competent authority is satisfied about the competence of the surveyors then the competent authority shall enter into a fresh agreement for the remaining work strictly on the same terms and conditions, under which the contract was awarded.

## Penalty for Breach of Contract

**Clause 35** - On the breach of any term or condition of this contract by the contractor the said Textile Committee shall be entitled to forfeit the security deposit or the balance thereof, that may at that time be remaining, and to realize and retain the same as damages and compensation for the said breach but without prejudice to the right of the Textile Committee to recover further sums as damages from any sums due or which may become due to the contractor by Textile Committee or otherwise howsoever.

## **Territorial Jurisdiction**

**Clause 36** – In case of any legal claim or dispute that may take place between the parties for contract at any time during the subsistence of contract or otherwise, the court at Mumbai only where the Head office of the Textiles Committee is situated shall have and be deemed to have territorial jurisdiction to entertain and decide any such claim or dispute arising out of such contract and parties hereby specifically agree thereto without any controversy to be raised by any of them in that regard.

Tender Documents for construction of Dye House at Trichy Handloom Cluster	Page 20 of 31
---	---------------

Signature of the Bidder:	Rubber stamp:

## SPECIAL CONDITIONS OF CONTRACT

## 1. LOCATION OF THE WORKS:

The site is located at Survey No. SF No 269/5 of Thumbalam Village, Musari Taluk

## 2. ACCESS TO SITE

The sit is accessible from fairly wide road

## 3. SCOPE

All civil work related to Dye House construction including, drainage, water supply.

## 4. WATER SUPPLY AND ELECTIRICITY

The Contractor shall have to make his own arrangements for the purpose of construction at his cost.

## 5. LABOUR RATES

The Contractor shall tender on a basis of fixed labour rates and no claim for reimbursement of extra expenditure incurred by reason of increasing labour rates during the period of contract will be entertained.

## 6. FLUCTUATION OF MATERIAL RATES

This is farm rate contract and no escalation of materials and labour will be considered during the period of contract. Extension of time may be granted at no extra cost to the Textiles Committee.

## 7. TAXES

Sales Tax and all other taxes, octroi and other duties shall be paid by the Contractor and the Contractor is instructed to include of such taxes in the rates and price in the bill of quantities. Income Tax if levyable shall also be borne by the Contract. The work contract tax shall be paid by the Contractor.

## 8. FORM OF BANK GUARANTEE

Form of Bank Guarantee is to be appendix as per format enclosed at Annexure – I.

## 9. PRICE ESCALATION

The rates quoted by the Contractor shall be firm for entire duration of the contract and no price escalation shall be allowed.

## 10. ITEM RATE CONTRACT

The contract is item rate. Quantities set out in the bills of quantities are tentative. Tenderer shall quote for each item at the place given in the bill of quantities. Cost evaluation shall be based on these quantities and price quoted. Work shall be measured in actual and paid as per terms set out in contract.

Tender Documents for construction of Dye House at Trichy Handloom Cluster	Page 21 of 31
---	---------------

Signature of the Bidder:	Rubber stamp:

## 11. FIRM RATE

The rates shall be firm and shall not be subjected to any variation in cost of materials, labour or due to any other conditions except as ordered by the Officer In-charge and provided for in the contract. The description given in the Bill of Quantity shall include all items required to complete a particular time. Anything not specifically stated shall not be taken as an exclusion from the same item. Any claim for extra item or variation on this ground shall not be accepted. Quality

## 12 QUALITY

The employer's / consultant's decision with regard to the quality of the material and workmanship will be final and binding any material rejected by the employers' consultant shall be immediately removed by the contractor from the site.

## 13 COMMENCEMENT OF WORK / PERIOD OF COMPLETION

The contractor shall commence work on site within 10 days from the date of issuance of work order. This date shall be considered as the date of commencement of the said work. All works as per this tender will be completed in 5 months from the date of commencement. All work as per this tender will be completed in 150 days from the date of commencement.

## 14 INCOME TAX

Employer will deduct amount towards Tax Deducted at Source (TDS) as per the latest Income Tax Rules, and other taxes as per law applicable from time to time from all payments made to the contractor.

Signature of the Bidder:	Rubber stamp:

#### Annexure I

## FORM OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT / RETENSION MONEY IN INDIVIDUAL CONTRACTS (ON STAMP PAPER OF Rs.100/-)

To,

...... 1. consideration of In having registered office ....., . (herein after called the Employer which expression shall unless repugnant to the subject or context include its successor and assigns) having agreed under the terms and conditions of contract ...... (Name of between Work)....., made ....., (Name of Contractor / Firm) hereinafter called "the Contractor" which his heirs, executors administrators and assigns/ its successors and assigns and the Employer in connection with ..... (Name of Work) (hereinafter called "the said Contract") to accept a Deed of guarantee as herein provided for Rs....., from a Scheduled Bank in lieu of the security deposit/ retention money to be paid by the Contractor in lieu of the deduction to be made from the Contractor's bills, for the due fulfillment by the Contractor of the terms and conditions contained in the said Contract, We the Bank ....., constituted and established under the Banking Companies Acquisition and Transfer of Undertaking Act 1970 (hereinafter referred to as "the said Bank")and having our Head Office at ....., at the request of ..... (contractor(s) do hereby undertake to pay within two days to the Employer an amount not exceeding Rs. ....., against any loss or damage caused to or suffered or would be caused to or suffered by the Employer by reason of breach or breaches by the said Contractor(s) of any of the terms and conditions contained in the said agreement, and to unconditionally pay the amount claimed by the Employer or demand and without demur to the extent expressed.

2. We ....., (indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without and demur, merely on a

Signature of the Bidder:	Rubber stamp:

demand from the Employer stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Employer by reason or breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. "We...... (name of Bank) further agree that the Employer shall be the solo judge of and as to whether the contractor has committed any broach or breaches of any of the terms and conditions of the said contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Employer on account thereof and the decision of the Employer that the Contractor has committed such broach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by the Employer from time to time shall be final and binding on us"

4. We undertake to pay to the Employer any money so demanded not with standing any dispute or disputes raised by the Contractor(s) / Supplier (s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there-under and the contractor(s)/ supplier(s) shall have no claim against us for making such payment.

We, ..... (indicate the name of 5. Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till the Architect / Engineer-in-charge / Office / Department, of ....., (indicate the name of Administrative) certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee made on writing before the is us in on or ....., we shall discharged from all liability under this guarantee thereafter.

6. We ...... (indicate the name of the Bank) further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the

Tender Documents for construction of I	Dye House at Trichy Handloom Cluster	Page 24 of 31
--	--------------------------------------	---------------

Signature of the Bidder:	Rubber stamp:

Employer against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or commission on the part of the Employer or any indulgences by the Employer to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions have effect of so relieving us.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s) / Supplier (s).

8. We, ....., (indicate the name of Bank) lastly undertake not to revoke this guarantee during the currency except with the previous consent of the Employer in writing.

9. A demand for payment under this Guarantee shall be made on us by the Employer in writing at the following address:

Name of the Bank:

Address:

And shall be deemed to have been sufficiently made after the writing containing the demand is deposited by the Employer by registered post prepaid in the post office box addressed as aforesaid or by hand delivery or fax and we shall pay the amount due within 2 (two) days from the receipt of notice in writing from and on behalf of the Employer.

Date the ......20

For and on behalf of the Bank The above Guarantee is accepted by the Employer For and on behalf of the Employer

Date.....

(Name and Designation)

Signature of the Bidder:	Rubber stamp:

## BILL OF QUANTITY & SPECIFICATION FOR THE CONSTRUCTION OF DYEING UNIT

## SPECIFICATION FOR THE CONSTRUCTION OF DYEING UNIT

## <u>I. STAGE - 1</u>

## FOUNDATION:

## COLUMN FOUNDATION:

- Posential of the pillars of the pillars 1'9" X 1'0".
- Column detail As per design drawing.
- Tested steel TMT rods using in Columns, Beam and Roof ( i.e. , Kovai Raja, Kanishk any one of the company )

## GRADE BEAM :

All the pillars – joining by the grade beam which of the size as per design drawing. This grade seating over the Sand filling and P.C.C.

- Depth of Sand filling is 0' 4"
- Depth of P.C.C is 0'4.5"
- ☞ Grade beam Concrete Ratio M15.

## II. STAGE -2.

## BASEMENT:

Basement Brick work for chamber bricks of size 9" X 4" X 3" with C.M 1:7 mix 2'6" height above Ground level of the Plot. Plastering the inner and outer surface of the basement.

## SAND FILLING FOR BASEMNT :

Basement filling with fine gravel of approved quality.

## FLOORING CONCRETE ( P.C.C ) :

Using 40mm blue granite material with 1:5:10 and mix concrete at a depth of 0'5" at basement level.

## <u>III . STAGE – 3</u>

## LINTEL AND ROOF LEVEL:

☞ Lintel level height – 8'0".

Tender Documents for construction of Dye House at Trichy Handloom Cluster

Page 27 of 31

Signature of the Bidder:	Rubber stamp:

- ☞ Roof level height 10' 6".
- Doors and windows as per plan.
- ☞ Roof over the brickwork for a thickness of 0' 4½" with steel reinforcements as per design.
- \* Brick work with flyash bricks of size 9" X 4" X 3" with C.M 1:7 mix
- ☞ Roof & beam Concrete Ratio is M15 mix.

## <u>IV. STAGE – 4.</u>

#### ELECTRICAL WORK:

- ☞ Electrical point 40 Nos.
- ☞ Power points 10 Nos.
- Semi modular switch GM, Anchor any one of the company.
- *Electrical wires Polycab, kundan any one of the company.*
- Electrical fixtures at extra cost.
- 3 phase service wiring for electrical points.
- Industrial machine electrification at extra cost.

#### PLASTERING AND FLOORING STAGE:

- Plastering the inner and outer by using mix of 1:5 with surface sponch finish.
- \* Flooring Cement florring with 6 mm blue granite material.

## <u>V. STAGE – 5.</u>

#### PIPE LINE WORK :

Using Avonplast pipe – ( 6 Kg / cm )

#### PAINTING WORK :

- Over all Building thoroughly one coat Janatha cem white wash.
- Outer two coats DULUX Exterior emulsion.
- Inner Two-coat DULUX emulsion.
- Grills, doors Two coats DULUX Enamel.

#### EXTRA WORKS :

- Other works not specified in work contract.
- Teposits payable to government authorities like eb, water board etc.,

Tender Documents for construct	ion of Dye House at	Trichy Handloom Cluster
--------------------------------	---------------------	-------------------------

Signature of the Bidder:	Rubber stamp:

## **BILL OF QUANTITY**

Name of Work: Construction of proposed building of Dye shade under Integrated Handloom Cluster Development Programme, SF No 269/5 of Thumbalam Village, Musari Taluk

Sl. No.	Item of work	Unit	Qty	Rate per unit	Amount Rupees	in
1.	Earth work excavation for Foundation in all classes of soil such as hard soil red soil including all labour charges and earth lead etc. complete	Cum	134.00		-	
2.	Filling the foundation and basement with good river sand in layers including cost and conveyance of sand to work site and including labour charges for filling, leveling, watering, ramming etc. complete	Sqm	178.00			
3.	Providing and injecting chemical emulsion for pre-constructional ant termite treatment and creating a chemical barrier under soil along external perimeter 6 liters/Sqm.	Cum	420.00			
4.	Plain cement concrete 1:5:10 (one cement, five sand and ten coarse aggregate ) using 40mm ISS HBG metal for foundation and basement including cost and conveyance of all materials to site and including all labour charges for mixing laying, leveling, compacting and curing etc. complete	Cum	41.00			
5.	R.C.C 1 : 2 : 4 using 20mm ISS HBG ( one cement, two sand and four coarse aggregate )including cost and conveyance of the materials to site and including all labour charges etc. complete	Cum	87.00			
6.	Mild Steel TMT bars 10 mm. diameter and over, cut to length, bent to shape required, including cranking, bending spirally for	Cum	8976.00			

Sl. No.	Item of work	Unit	Qty	Rate per unit	Amount Rupees	in
	hooping for columns, hooking ends and binding with and including mild stee wire (annealed) not less than 0.9 mm diameter or securing wiht clips quality conforming to IS 456-1976					
7.	Supplying and fixing ofG.I. doors and grill windows including cost of all materials of site and including all labour charges etc. complete	Cum	65.00			
8.	Brick work in c.m 1:6 mix using first quality chamber bricks including cost of materials and all labour charges for bricks laying, curing etc. complete	Cum	45.00			
9.	Ceiling hacking and plastering in C.M 1:3 mm including all labour charges cost and conveyance of all materials to the site etc. complete	Cum	230.00			
10.	Wall plastering in C.M 1:5 mix,12mm thick including cost and conveyance of all materials to the site and labour charges etc. complete	Qtl	470.00			
11.	Finishing the top of flooring with cement flooring using C.M 1:3 including cost of all materials and labour charges etc.complete	Sqm	95.00			
12.	Weathering course with broken jelly time using 20mm broken jelly and pure slaked time proportion of broken jelly to time is 12:5 to required slope of the roof slab including cost of all materials to the site and including all labour charges etc. complete	Qtl	187.00			
13.	Finishing the top of the weathering course	Sqm	187.00			

S1.	Item of work	Unit	Qty	Rate per	Amount	in
No.				unit	Rupees	
	nots 9"x9" pressed tiles in C.M 1:3 including cost of all materials and labour charges etc. complete					
14.	Providing & fixing concealed electrification for light/fan/5A/15A 3 pin socket/through ISI approved 20mm/25mm Medium/light Gauge Avon plast make PVC conduit, bend, junction box, coupler etc., ISI approved Polycabmake PVC flexible copper conductor and continuous copper earthing including switches of Anchor/equivalent in suitable concealed metal boxes.	LS				
15.	Providing 2 coats of Tractor emulsion on walls over a primer coat Including preparation of surface, cost, conveyance of all materials to site, all labour charges and all other incidental charges scaffolding etc., complete	Sqm	700.00			
16.	Borewell 6" dia. Upto 300 Rft. And finolex pope 4 kg /sqcm upto 40 rft. Including bore cost, freight, labour etc. 1.5 hp submersible taro pump including all accessories and fixing charge upto GL. (electrification will be done upto GL from pump)	Rft.	300			
17.	Over head tank above 10' of GF roof level of dyeing unit of capacity 10000 ltrs.	Lts.	10000			
18.	Under ground sump of capacity of 10000 ltrs. Including coverslab	Lts.	10000			
Total						
Total	in words					

## Tender Documents for construction of Dye House at Trichy Handloom Cluster

Signature of the Bidder: