

**DNIT**  
**for**  
**Renovation of PCA Stadium,**  
**Phase 9 SAS Nagar. Punjab.**  
**Phase 1 Works**

**CLIENT**  
**PCA Mohali**

**ARCHITECT**  
**The Elements**  
**SCF59, First Floor**  
**Sector6, Panchkula**

## Tender Notice

# (PUNJAB CRICKET ASSOCIATION

## I.S BINDRA STADIUM, SECTOR-63, SAS NAGAR, MOHALI

Date: 21<sup>st</sup> January, 2023

### TENDOR NOTICE

The Punjab cricket Association (PCA) invites bids from interested agencies for **Renovation and Upgradation Works at PCA Stadium, Sector-63, Mohali.** The detailed Terms & Conditions are available on PCA Website i.e. [www.cricketpunjab.in](http://www.cricketpunjab.in)

- 1.** Tender document availability from PCA Office – From 21.01.2023 to 28.01.2023 up to 5:00 pm
- 2.** Pre-bid meeting – On 24.01.2023 at 11:00 am
- 3.** Submission of bids- By 29.01.2023 up to 5:00 pm
- 4.** Opening of technical bid- On 30.01.2023 at 11:00 am
- 5.** Opening of financial bid will be intimated to eligible bidders later

For any assistance, you may contact Manager Maintenance, Punjab Cricket Association, I.S Bindra Stadium, Sector-63, SAS Nagar, Mohali (Mob.No.98154-24176) , [email- engrs.pcastadium@gmail.com](mailto:engrs.pcastadium@gmail.com)).

### **TENDER**

I/We have read and examined the notice inviting tender,

- Schedule A : Technical Qualification for bidding of tender
- Schedule B : Specifications applicable,
- Schedule C : Drawings & Designs,
- Schedule D : General Conditions of Contract,
- Schedule E : Special conditions,
- Schedule F : Schedule of Rate

& other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work. Further I have done site inspection and survey to understand existing site conditions.

I/We hereby tender for the execution of the work specified for the **PCA Authorised Signatory** within the time specified in Schedule 'F' viz., schedule of quantities and in accordance in all respect with the specifications, designs, drawing and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respect of accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for ..... days from the due date of its opening in case of single bid system ..... from the date of opening of technical bid in case tenders are invited on 2 /3 bid/ system for specialised work and not to make any modification in its terms and conditions.

A sum of Rs. .... is hereby forwarded in cash/receipt treasury challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank as earnest money.

A copy of earnest money in receipt treasury challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank is scanned and uploaded (strike out as the case may be). If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said **PCA Authorised Signatory** or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/ We agree that **General Conditions of Contract**

“General Conditions of Contract” is applicable “Percentage rate tenders”.

or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

Further, I/We agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of

Department, then I/We shall be debarred for tendering in PCA Works in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety & integrity of the **PCA Authorised Signatory**.

Dated Signature of Contractor

Witness: Postal Address

Address: Occupation:

**A C C E P T A N C E**

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of **PCA Authorised Signatory** for a sum of Rs.

.....

(Rupees

.....

.....

)

The letters referred to below shall form part of this contract agreement:-

- (a)
- (b)
- (c)

For & on behalf of the **PCA Authorised Signatory**.

Signatures .....

Dated: Designation .....

## **CORRIGENDUM-1**

### **MINUTES OF PRE-BID MEETING DATED 24.01.023 – Amendments/ Clarification to the DNIT for Renovation and upgradation work.**

1. Phasing of work: The Architect in consensus with the vendors has assured PCA that the following work can be completed in 25 days.
  - a. Entrance
  - b. Reception
  - c. Waiting Lobby
  - d. Staircase Lobby
  - e. Long Room
  - f. Players Dressing Rooms (2 no.)
  - g. Outer Foyer
  - h. HVAC and Electrical work as applicable in ser 1(a) to (g)
2. Contractors should deploy Separate teams for each work given in Ser 1 above.
3. Contractor will certify the characters of the labour force to be deployed in PCA along with copy of Aadhar Card before starting the work.
4. **Revised BOQ along with specifications of all items is attached.**
5. Fire detectors addressable detectors (smoke/ heat) & sounder to be safely removed & re-installed as per the ceiling deign.
6. **Link of drawings is attached.**
7. The contractor should have completed the work of:
  - 1 work of 80% value of estimated value. or
  - 2 works of 50% value of estimated value. or
  - 3 works of 40% value of estimated value.
8. **Financial:**
  - a. Mobilization Advance will be enhanced to 20% against same amount of Bank Guarantee, which will be adjusted in final bill.
  - b. 60% payment of executed work on submission of bill will be released after verification of the work.
  - c. Contractor should submit 10% of performance guarantee in form of Bank Guarantee.
  - d. TDS and Labourcess will be deducted from the bills, as applicable.
  - e. The estimated value of the work is 2.50 Cr. (approx.)
  - f. Required turnover is 40% of the estimated value of last 3 financial years.
  - g. Mobilization Advance against Bank Guarantee will be recovered after completion of work.

**NOTE: Rest all conditions of DNIT remains same.**

## **Schedule A : Technical Qualification for bidding of tender**

- Bidder shall have done similar work of building renovation/ interior works, along with services
  - Work for 80% of value
  - Work of 50% of value
  - Work of 40% of value
- Turnover shall be 40% of last 3 financial years, contractor to submit copy of ITR
- **Contractor shall provide bar Chart showing all the activity Start/Finish time and duration along with technical bid. The start date is 4<sup>th</sup> Feb 2023 and finish date as 28<sup>th</sup> Feb 2023.**

**Schedule B** : Specifications all works shall be carried as specified in tender/ as per DNIT/ CPWD specifications/ as per instructions given by an Architect

### **List Of Approved Makes/ Brands Of Materials**

#### **– Civil & Finishing**

#### **S.NO. MATERIALS : BRAND NAMES**

##### **Civil Work :**

1	Cement	: Ambuja/ Ultratech/ Acc/ Jk Super, Grade -Ppc
2	Steel	: Kamdhenu/ Jindal/ Jyoti, Tmt
3	Sand	:Washing Sand-Mubarakpur/ Chandimandir
4	Aggregate	:10mm And 20mm Cutting Edge
5	Hardware	: Dorma/ Hettich/ Kitch / Customised as per drawing
8	Granite	:18mm Thk. As Per Selection
9	Tiles :	:Rak/Kajaria/Hr Johnson
10	MS Section	:ISI Marked Mild Steel, Gauge As Per Req.
11	Adhesives	:Latticrete/ Pidilite or Equivalent
12	Epoxy:	:Latapoxy/ Pidilite or Equivalent
20	Glass	:Saint Gobain/ Asahi
21	False Ceiling	:Saint Gobain/ India Gypsum/ Armstrong
22	Ply/ Board	:Green/ Century/ Merino/

23	Laminates/Veneer	:Green/ Merino/ VIR
24	Paint/Primer	:Asian/ Nerolac/ ICI
25	Putty	:JK/ Birla
26	POP	:Sakarni/Adhar Shree

### **Plumbing**

14	PlumbingSupply Pipes	: J Press
15	Plumbing	:Cpvc Pipes Astral/ Ajay/ Ashirwad
16	Cp Fittings	:Roca/Duravit
17	Chinaware	:Roca/Duravirt
18	Paints And Polishing	:Asian/ Dulux
19.	Overhead	: Water Tank Sintex/ Jindal

### **Electrical works**

MCB / RCCB / RCBO / DB	: L&T / Hager / ABB / LEGRAND (Lexic) / Schneider (Acti 9)
Industrial outlet	:L&T / Hager / ABB / LEGRAND (Lexic) / Schneider (Acti 9)
PVC Wires & Cables	:Finolex / RR
Switchs and Sockets	
outlets (Modular type)	: Legrand/ Havel's/ Anchor Penta
PVC Conduits	:AKG / BEC / Finolex
Light Fitting	:PHILIPS / WIPRO/ Osram/ Crompton
Ceiling Fans / Exhaust Fans	: CROMPTON / BAJAJ / USHA / HAVELLS Cable Universal
Lug & Gland	: Raychem / 3M
Earthing	:Universal Earthing systems

**Schedule D : General Conditions of contract**

**1. Scope & Value of works:**

**2. Renovation of PCA Stadium, Phase 9 SAS Nagar. Punjab., Phase 1 Works**

- on the basis of **DNIT** (agreed priced BOQ) and complete tender documents & drawings.
- Preparation and submission of Shop Drawing wherever applicable (after verifications from site) & coordination with all other services, based upon the GFC drawings issued by Architect/ associated consultants
- All required items shall only be procured based on the approval of final shop drawings by Architect/ PMC/ Client.
- RMC shall be as/ design mix to be approved by the STR consultant/ Architect/ PMC/ Client. All material pertaining to civil structure shall be tested and certified by third party approved lab.
- Handover of the complete system to Architect/ PMC/ Client up to their satisfaction.
- Coordinate and attend meeting with PMC/ Architect/concern consultants as & when required at site.
- The PMC person will be responsible to ensure that the work is executed as per scope given and within timelines stated in work order/DNIT. Hence PMC will deploy suitable staff for supervision who will be available in PCA during labour work timings and will appraise PCA of daily progress.
- Preparation of as built drawings for complete project based on the work execution done at site.
- Providing the drawings/ Certificates or any other documents if required to be submitted to the Government office for various license.
- All the material, etc. should be used as per the approved makes mentioned in the tender document and ticked as agreed.
- If any extra item is required in future during execution, that item will be paid as per CSR/DSR or Market Rate analysis approved by competent authority.
- PCA may withdraw any item, of BOQ if required, further there shall be no claim of financial impact by the executing agency

The total value of works as per

**Above prices are exclusive of Applicable GST labour cess and 1 % will be deducted from the bills.**



**Note:** Quantities may be increased or decreased as per final shop drawing developed by yourself & accordingly approved by concern consultant and PMC at the time of execution.

But rates of all items will remain unchanged as per agreed in attached **Annexure**. As this is an item rate contract, the total amount mentioned above will change on subsequent changes in the quantities and final payment shall be made based on final executed & measured quantities.

However, if there is any change of the model of the items due to whatsoever reasons from the contractor side in that case the contractor shall inform the same to client, concern Consultant, PMC and after the consent from the Client/ PMC, only the same can be changed or modified.

If there is any change of model of item from the owner side the same shall be communicated to the contractor and the contractor shall work accordingly. However, the rate difference shall be effected in the next bill based on the rates of same items approved by client.

### **3. Payment Terms:**

- **Mobilization Advance** - 10% of total WO value as advance along with WO against Bank Guarantee of 10% of total value of WO. These shall be deducted on pro-rata basis from the RA bill and to be fully recovered when the work done value reaches 85% of the contract value. Recovery of 9% interest per annum will be applicable on the amount utilised duration.
- **Running Bill**- Contractor shall provide bill of value not less than 40 lakh Bill will be assessed by PMC along with there certification and forwarded to the maintenance branch, PCA for onward processing. Payment will be made on actual measurement basis.
- **Retention Money** – Security@ 05% of the work done, value will be deducted from the bills, 50% shall be released after 3 months of the completion of works, balance 50% shall be released after 6 months of completion of work.
- **Secured advance**- Secured Advance @ 75% of the material cost against Cement, Reinforcement steel, RMC, Structure steel and other major material shall be paid to Contractor, on submission of original bills by the Contractor to the PMC/ Client. This advance shall be deducted on pro rata/ Consumption basis as certified in running account bill. Contract advance shall also be recovered while

certification of the same. Material re-conciliations to be submitted along with the running bills.

- Any variation in the basic rates of the above mentioned material shall be subjected to adjustment in rates of the corresponding items either way.

#### **4. Taxes & Duties:**

The prices finalized are exclusive of all applicable GST. Escalation on any other account whatsoever shall not be considered. As per Statutory provisions, applicable deductions shall be made on account of Income tax and other statutory deductions etc., if applicable from your bills and nothing extra shall be payable on this account.

#### **5. Time of Delivery of Materials:**

To be agreed mutually as per project schedule/ bar chart to be submitted by yourself and finalised by PMC.

#### **6. Water & Electricity:**

All running charges on account of Temporary Municipal Power and Water shall be borne by yourself. This shall include all disconnection/ restoration charges in case of default in making timely payments against their bills. You shall have to make your own arrangement for further distribution of water and electricity for construction purpose. Water and Electricity Charge 2% will be deducted.

#### **7. Price Escalation:**

No price escalation shall be accepted / entertained during the contract period or 12 Months as discussed & mutually agreed. These unit rates shall remain firm and shall not be subject to any revision/ escalation whatsoever during the currency of this contract

#### **8. Time of Completion & Bar Chart:**

- Since time of completion is the essence of this order, all efforts shall be made by you for the timely completion of the work as per schedule provided by project manager/ PMC.
- The virtual completion of work shall be 1 Week before Completion date for the testing, commissioning, trial and handing over, subject to time schedule finalized by the client or its PMC. Effective date of start shall be considered from the date of issue of this work order with agreed advance payment.
- The contractor shall prepare a detailed bar chart for the entire works based upon the above indicated timelines. **Contractor shall provide bar Chart showing all**

**the activity Start/Finish time and duration along with technical bid. The start date is 4<sup>th</sup> Feb 2023 and finish date as 28<sup>th</sup> Feb 2023.**

- Weekly project co-ordination meetings will be held at site to monitor above program/ progress and wherever required suitable modification shall have to be made by Contractor to achieve overall targets.

#### **9. Site in charge/Project Manager:**

The contractor shall depute a technically competent full time resident senior engineer/ site -in -charge/ Project Manager at site (with minimum 7 years of experience) to direct & supervise the work as per drawings & specifications. The site in charge shall be available at site all times for receiving instructions from the Consultants/PMC/ Owner. The site in charge shall also attend all site meeting & co-ordination meetings & arrange to carryout works smoothly as per the agreed time schedule. Further, the IPMG Principal/ Owner shall be fully responsible for any short comings and remedial measures in this regard.

#### **10. Penalty & Indemnity:**

It is agreed between the parties that timely completion of work is the essence of the contract. Any Delay/ default of contract shall activate the Penalty clause as follows.

In the event of delay on the part of the Contractor in completion of the Work within the time specified under the Contract Documents for any reason other than Force Majeure then without prejudice to the rights of Client to terminate the Contract the Contractor shall be liable to pay to Client a penalty calculated at the rate of 1% per day of the total contract price per week subject to a maximum ceiling of 10% (per cent) of the Contract Price for any delay. In this connection the decision of the management will be final.

Provided, however that if “Works” is delayed for more than one month from the Scheduled Date of Completion, **CLIENT** reserves its right to terminate the Contract forthwith and get the work completed through any other Contractor or third party, as may be identified by Client, at the risk and cost of the Contractor. Upon termination of this Contract as provided in this Clause Client shall not be required to pay any amounts to the Contractor whatsoever

#### **11. Safe custody of materials:**

- You shall be responsible for the safe custody of your materials at site after installation, till the time of successfully handing over of the complete system to

operation team after satisfactory testing & commissioning. All supplied & Billed materials to be stored in your store located inside the building for which space will be allocated to you by site project manager/ our representatives.

- The Contractor has familiarized itself with the site conditions & accordingly available space at works site will be given to the Contractor for the storage of materials during execution of the works. Contractor shall make the offices storages, labor hutment camp and other temporary establishments etc. at available space given by the Client without any charge at its own risk & cost. This will be subject to the approval of the Project Manager/ Client.
- During the execution of the works Contractor shall keep the works site reasonably free from all unnecessary obstructions and shall store or dispose off any equipment and surplus materials. Contractor shall also clear away, and remove from site any wreckage, rubbish or temporary works no longer required. If the Contractor fails to keep the site clear to the satisfaction of the Project Manager, the Project Manager shall get it cleared through any other agency at Contractors risk and cost.
- Owner/ PMC shall be entitled to levy a fine of Rs. 5000/- per day on account of bad house-keeping at works site by the Contractor. Further smoking/ chewing of pan/ gutkha/ tobacco etc. shall not be permitted at works site. After one warning, a fine of Rs. 1000/- will be imposed for each such misconduct by worker of the Contractor and same shall be recovered / debited from the Running Account/ Final Bill payable to the Contractor.
- All malba/ garbage and wastes resulting due to execution of the work will be removed immediately from the site to avoid any nuisance/ hazards to other agencies/ working staff.
- Watch and ward of machine, material and other belongings of the Contractor shall be in the scope of the Contractor only. Labor shall not allowed within the building envelope under any circumstances.
- The Contractor shall comply all the requirements as per the recommendations of Green building norms. Also compliance with respect to NGT & any other statutory bodies related to construction industry in scope of contractor shall be abided for in the contract.
- **Safety**

- All necessary personal safety equipment such as helmets, shoes, metal ladders and metal scaffolding where required and as considered adequate by the Project Manager shall be made available for use of all Contractor workers employed on the works site and maintained in a condition suitable for immediate use. Contractor shall also take adequate steps to ensure proper use of equipment by those concerned. Contractor will use only 3 pin plug tops for all equipment to be used at site and only cables will be used for temporary connections. Open & cut wire shall not be acceptable, wire shall be wrap frayed/ protected to avoid any accidents. Contractor will also take adequate measures for fall protection.
- The stores will be protected against fire hazards through adequate provision of fire extinguishers and other fire fighting equipment.
- The safety and security of all Contractor personnel will be contractor's responsibility and contractor shall bear all expenses and entertain all claims pertaining to their injury and death at the work site.

#### **12. Make of materials/ specification/ Inspection:**

Makes of material to be used, have been agreed in principle. However, you shall submit a detailed list and samples (if required) of all the applicable items & have the same approved by the Consultant / client or its representative. In the event that work has not been carried out as per the specification, the contractor will have to do rework/ rectification at his own expense or **CLIENT** will get the same done by some other agency and debit the cost to the contractor.

#### **13. Defects Liability Period & Warrantee:**

DLP will be **6 months** from the date of successfully handing over of complete system to CLIENT's Representative. During DLP period, if there is any defect of whatsoever nature, then such defect has to be rectified by the contractor at his cost. If the contractor fails to rectify such defect in stipulated time provided by the owner depending on the work, in such case the owner shall get it rectified from other contractor/vendor and the DLP retention money will be forfeited and contractor will be liable for compensation to the owner. All major equipment's supplied and installed by contractor shall be warranted for 6 months from the date of handing over thru concern OEM.

#### **14. Insurance of Work& ESI/ PF/ Labour License:**

The Contractors shall take out Contractor's all Risk (C.A.R) insurance policy, in the joint name of the owner and contractor with **owner** being the principal beneficiary, to cover damages to and loss of property and persons as under.

- a) - Works at contract price.
- b) Contractor shall get insured in the joint name of PCA site workers along with the contract workers working at site.
- c) - Workmen's compensation Insurance – to the limit to which compensation may be payable under the laws of the Republic of India.

#### **d) - ESIC, PF and Labour License**

Contractor shall pay Employees State Insurance Contributions (ESIC) and Provident Fund contribution (PF) as per the rules of the concerned authorities for its workers. Contribution to ESIC/ PF etc. shall not be reimbursed by Owner/ Employer and Owner Employer is entitled to be indemnified against such a statutory demand. The Contractor shall submit the proof of deposit of ESIC and PF along with (including attendance record of each worker with names) monthly running account bills as and when submitted to Owner/ Employer. In case the Contractor does not provide requisite proof, the Owner shall deduct the same from running bills & deposit on account of the Contractor.

As per the Contract Labour (Abolition and Regulation Act, 1970) Contractor shall apply for the license with the appropriate statutory authority and submit a copy of the same to Owner/ Employer for information and records immediately.

#### **15. Extra Items:**

If the contractor is required to execute any such item/ work in the course of construction for which rates have not been quoted by him, he must undertake such work. The rate for such additional work shall be determined by the client or its representative as per the following:

- a) - The rate to be derived from one of the quoted rate CSR/ DSR rate for similar items of work in the order.

b) - Rate based on actual observation and/ or analysis of actual material and labour involved in such work. While fixing rate for extra items an all-inclusive allowance of 15% (Fifteen) of the cost will be provided for contractor's overheads, profit, and establishment charges. Contractor must to submit the proper rate analysis in desired format.

#### **16. Record to be maintained:**

The following records are to be maintained at site

- Measurement books for different subheads.
- Site order/ instruction book in triplicate
- Programme of work displayed at site.
- Material receipt and testing register.
- Any other requirement as per client or its representative

#### **17. As Built Drawings & Documents:**

The Contractor shall be responsible to provide all the Project close-out deliverables as per the Tender Documents, prior to submitting its final bill. Such These deliverables shall include but not limited to:

- 1) As-Built Drawings with dully signed and stamped by contractor & concern consultant - 3 hard copy sets in A-1/A-2 size and in electronic drive/CD.
- 2) O&M Manuals
- 3) Guaranties/ Warranties certificates of all equipment's/materials
- 4) Special warranties if any
- 5) Extra material/ Attic stock
- 6) Testing and commissioning reports
- 7) Contact detail of supplier for material /Equipment's used at site.
- 8) No dues certificate duly signed by contractor.
- 9) PF & ESI documents of the employees, as applicable for statutory compliance.

#### **18. Statutory Compliance:**

- All the Statutory Rules & regulations of the state & central Government regarding Labour & employment shall be strictly followed by the contractor.

- All the liability arising due to non-compliance shall be the responsibility of the contractor.
- Contractor shall be responsible for all the risk and liability whatsoever nature on account of the labour/supervision/ staff working on contractor's behalf at our project.
- Any other compliance required by the contractor to perform its obligation under this contract shall be responsible of the contractor.
- Temporary site barricading, day to day dealing with adjoining functional area, municipal authorities, NGT etc. shall be your responsibility. All efforts must be made at your end to ensure that there is no stoppage of work at site due to any reason whatsoever.

**19. Governing law & dispute resolution:**

All disputes, controversies, claims and differences arising out of or in relation to this Contract, or any breach hereof, except those which cannot be settled through correspondence and mutual consultation of the Parties hereto, shall be finally settled by arbitration to be conducted by Architect/PCA Authorities in accordance with the provisions of the Arbitration and Conciliation Act, 1996 subject to the provisions set out herein below.

All arbitration proceedings shall be conducted at SAS nagar Punjab and a daily record of such proceedings shall be maintained. The language used in the proceeding shall be English.

Both Parties shall mutually select an Independent Arbitrator. If the Parties do not agree on the selection of an independent Arbitrator, then the parties shall approach the Hon'ble High Court of Punjab for appointment of arbitrator. The decision of the Arbitrator shall be final and binding on the Parties.

All Disputes arising out of this contract shall be subject to jurisdiction of Delhi.



## **20. Force Majeure:**

Neither Party shall be liable to the other for any delay or failure of performance if and to the extent that it is caused by occurrence beyond the control and without the fault or negligence of the party affected including war, act of terror, rebellion, sabotage or riots, floods that could not reasonably have been anticipated; fire, explosion or the catastrophes, or other occurrences of like nature ; due to operation of law prohibiting performance of acts under the Contract, which are not within the control of the party affected and which that party is unable to avoid or prevent by the exercise of reasonable diligence (hereinafter called "Force Majeure"). Force Majeure will not include late delivery of equipment, materials or services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, shortages of supervisors or labour, inefficiencies or similar occurrences. Any delay or failure in Performance by either Party caused by Force Majeure will not constitute a default or give rise to any claim for damages or loss of anticipated profits.

## **21. Alterations, Additions and Omissions:**

The Owner through the Consultants/ PMC reserves for itself the right of altering, adding, omitting or executing departmentally any item(s) of works without prejudice to this contract.

The **CLIENT** Reserves to itself the right of altering the drawings and nature of the work and of adding to or omitting any items of work or of having portions of the same carried out departmentally or otherwise and such alternations and variations shall be carried out without prejudice to this contract.

The failure on part of either site to insist upon a strict performance of any of the terms or provisions of this tender document or to exercise any option, right, or remedy herein contained, shall not in future be construed as waiver or as a relinquishment of such terms, provisions, options, right or remedy but the same shall continue and remain in full force and effect. No waiver by either party of any terms or provisions hereof shall be deemed to have been made, unless expressed in writing and signed by both the parties.

In the event that any clause (s) mentioned in this letter and the tender document are held to be void or not valid or not enforceable by the decree or judgment of any court, the said clause(s) shall be deemed not to have been part of this contract and the existence of such a clause (s) shall not invalidate or nullify this work, the contract or tender document and the same shall be in force uninterrupted and shall be binding on both the parties.