

INVITATION OF TENDER
FOR
SUPPLY AND INSTALLATION OF UPVC WINDOWS
FOR
PROPOSED PERMANENT CAMPUS (PHASE I)
INDIAN INSTITUTE OF MANAGEMENT UDAIPUR, AT VILLAGE BALICHA,
UDAIPUR



Last date of submission: Upto 1600 Hrs 9th January 2018

INDIAN INSTITUTE OF MANAGEMENT, UDAIPUR

Village Balicha, Udaipur, Rajasthan – 313003.

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Every care has been taken while preparing this document to cover all necessary information, matters, specifications, general conditions, special conditions & provisions for smooth and complete execution of works. However, in case of any omission in the tender/contract document, the most recent version (as on 31st December 2014) of general conditions of contract for CPWD Works, 2014 shall be the reference manual.

Summary of Scope of work

The Campus of Indian Institute of Management, Udaipur is under construction at Village Balicha. Site is located along the Ahmedabad Udaipur National Highway (NH) 8 and is well connected with the city of Udaipur. Total area of the site is approximately 300 acres

It is an E-tender and is being invited for the **SUPPLY AND INSTALLATION OF UPVC WINDOWS FOR PROPOSED PERMANENT CAMPUS (PHASE I) FOR INDIAN INSTITUTE OF MANAGEMENT UDAIPUR, AT VILLAGE BALICHA, UDAIPUR**

The proposed campus is being developed on a hilly terrain. IIMU site is located in the arid region where availability of water is scarce.

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SECTION 1
TECHNICAL PART

INFORMATION & INSTRUCTIONS TO TENDERERS FOR e-TENDERING

NOTICE INVITING e-TENDER

IIM Udaipur invites sealed Item Rate bids in Two Bid System (in e-Procurement Mode)for the

SUPPLY AND INSTALLATION OF UPVC WINDOWS FOR PROPOSED PERMANENT CAMPUS (PHASE I)FORINDIAN INSTITUTE OF MANAGEMENT UDAIPUR, AT VILLAGE BALICHA, UDAIPUR

from the reputed and eligible contractors having sound technical and financial capability in the manner as described in the detailed Tender notice available on www.iimu.ac.in and also at www.iimu.procuretiger.com

(1) Bidding Document No.	IIMU/uPVC WINDOWS/2017-18/12/2
(2) Name of the work	SUPPLY AND INSTALLATION OF UPVC WINDOWS FOR PROPOSED PERMANENT CAMPUS (PHASE I) FOR INDIAN INSTITUTE OF MANAGEMENT UDAIPUR, AT VILLAGE BALICHA, UDAIPURFOR PROPOSED PERMANENT CAMPUS (PHASE I).
(3) Estimated cost put to the Tender	Rs. 70 Lakhs (Rupees Seventy Lakhs only)
(4) Period of completion	75 (Seventy Five)days
(5) Earnest money Deposit	Rs. 1,40,000/- (Rupees One Lakh forty thousand only)
(6) Non-refundable cost of tender Processing Fees	Rs. 5000/- (Rs five Thousand only)
(7) Date of Uploading of Tender	18 th December 2017
(8) Last date and time of submission of bids (Technical and Financial bid) online electronically	Upto 1600 Hrs on 9 th January 2018

(9) Period during which hard copy of EMD in original, e-tender processing fee	Upto 1600 Hrs on 9 th January 2018 in the Project office at Indian Institute Management, Udaipur, Proposed Permanent Campus, Village Balicha, Udaipur.
(10) Date and time of Opening of Technical Bid	at 1630 Hrs on 10 th January 2018
(11) Validity of offer	75 days from the date of opening of Financial bid
(12) Pre-Bid Meeting & Venue	At 1200 Hrs on 28 th December 2017 at IIM, Udaipur, Village Balicha

General Information:

(13) Pre-bid meeting shall be held with the prospective tenderers in the office of Indian Institute of Management Udaipur, at Village Balicha Campus, Udaipur, Rajasthan at 1200 hrs on 28th December 2017

(14) Tenderers should send all their queries by email, at least three days before pre-tender meeting, to project manager on project.office@iimu.ac.in. The tenderers' authorised representatives are advised to attend the pre-tender meeting. In response to the queries and clarifications sought by the tenderers during the pre-tender meeting, certain modifications/clarification may be issued to all tenderers by the project manager, as may be deemed necessary through an Addendum/Corrigendum and not through the minutes of the pre-tender meeting and will be uploaded on website hosting the tender document. No separate communication in this regard shall be sent to the individual tenderers. Tenderers are advised to periodically check the website hosting the tender for any addendum/corrigendum until 2 days before the last date of submission of the tender.

(15) Technical tender (which essentially covers the eligibility criteria) shall be opened first on due date and time as mentioned above. The time and date of opening of financial tender of tenderer's qualifying the Technical tender shall be communicated to them at a later date.

(16) Tenderers are advised to ensure that they have submitted all requisite documents as per the list given in the table below. A checklist in this regard as per Form K is to be

completed and signed and sealed and submitted along with the covering letter of the tender documents.

	Check list of documents submitted by tenderer (Form K)
2	Affidavit declaring site visit (Form L)
3	Certificate of financial turnover (Form A)
4	Bank solvency certificate (Form B)
5	Certificates of Works Experience (Form C, D & E).
6	Structure & Organization (Form F).
7	Details of Technical & Administrative Personnel (Form G).
8	Details of Construction Equipment (Form H)
9	Affidavit for "no back to back award of Work" (Form I).
10	Self evaluated marking statement of Eligibility for Short listing of Tenderers. (Form J).
11	Calculation of tendering capacity.
12	List of similar past Works and performance on such works.

NOTICE INVITING TENDER

Item rate tenders (in e-Publishing mode) are invited by Indian Institute of Management Udaipur(IIMU/Owner) from the eligible contractors in two-bid system for the

SUPPLY AND INSTALLATION OF UPVC WINDOWS FOR PROPOSED PERMANENT CAMPUS (PHASE I)FORINDIAN INSTITUTE OF MANAGEMENT UDAIPUR, AT VILLAGE BALICHA, UDAIPUR.

Name of the Work:

SUPPLY AND INSTALLATION OF UPVC WINDOWS FOR PROPOSED PERMANENT CAMPUS (PHASE I)FORINDIAN INSTITUTE OF MANAGEMENT UDAIPUR, AT VILLAGE BALICHA, UDAIPUR

- (i) The estimated cost of Work is Rs. 70 Lakhs(Rupees Seventy Lakhs only).
- (ii) Intending tenderers are advised to ensure that they meet the minimum pre-qualification as well as technical eligibility criteria as per the detailed terms and evaluation parameters enumerated in this document before they submit their tender documents.

An agreement shall be executed by and between the IIMU and the successful tenderer for the **“SUPPLY AND INSTALLATION OF UPVC WINDOWS FOR PROPOSED PERMANENT CAMPUS (PHASE I)FORINDIAN INSTITUTE OF MANAGEMENT UDAIPUR, AT VILLAGE BALICHA, UDAIPUR”** in the given format as per the terms and conditions stipulated in the tender documents. The rates shall be quoted by the tenderer as per various terms and conditions of this document, which shall form part of the agreement.

1. The time allowed for carrying out the Work shall be 75 days from the date of initiation as defined in Schedule –F or from the first date of handing over of the Site, whichever is later.
2. The Site shall be handed over to the successful tenderer at the time of award of contract on “as is where is” basis.
3. The tender documents consisting of drawings, specifications, schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with and other necessary documents can be seen and downloaded from the website of IIMU at <http://www.iimu.ac.in/media-room/tender> and also at www.eprocure.gov.in.
4. Intending tenderers are advised to obtain valid class-II (or appropriate) digital signature to participate in tendering.

5. While submitting the revised tender, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of tender as notified
- I. Earnest Money Deposit (EMD) shall be accepted only in the form of Treasury Challan/Deposit at Call receipt/Demand Draft or Pay Order or Banker`s Cheque/ Bank Guarantee drawn in favor of Director, Indian Institute of Management, Udaipur from any nationalized / scheduled bank. The intending tenderer has to scan and upload all the details such as Banker's name, Treasury Challan/Deposit at Call receipt/Demand Draft/Pay Order/ Banker's Cheque/Bank Guarantee number, amount and date to the e-Tendering website within the period of tender submission and original should be deposited at project office of IIMU. Interested tenderers who wish to participate in the tenders shall pay Rs. 5,000/ (Rupees Five Thousand only) as E-Tender Processing Fee drawn in favor of Director, Indian Institute of Management, Udaipur in the form of Demand Draft/Pay order or Banker`s Cheque of any nationalized bank, a copy of which shall have to be scanned and uploaded to the e-Tendering website before tender submission.

The tenderer shall submit the following documents in original:

- a. Demand Draft or Pay Order or Banker`s Cheque and Bank Guarantee against the EMD and the-Tender Processing Fee shall be placed in a **sealed Envelope 1** superscripted as **“Earnest Money and Cost of e-Tender Processing Fee”** with name of Work and due date of opening of the tender also mentioned thereon. This sealed envelope shall be submitted in the project office of IIMU up to 1600 Hrs on 9th January 2018.
- b. Technical tender documents uploaded by intending tenderers shall be opened only of those tenderers, whose Earnest Money Deposit **and e- Tender Processing Fee documents placed in the sealed Envelope are found in** order.
- c. Opening of e-Tender shall be in the following sequence:
 - I. EMD and e-Tender Processing Fee of which hard copies are placed in Envelope ;
 - II. Eligibility documents which are e-uploaded;
 - III. Financial Bids of the tender of which is uploaded, to be opened only for those tenderers fulfilling necessary eligibility criteria per this tender document.

6. The tender submitted shall become invalid and e-Tender Processing Fee shall be forfeited if:
 - (i) The tenderers are found ineligible; or
 - (ii) The tenderers fail to upload all the documents (Including GST Registration) as stipulated in this tender document.
7. The tenderer whose tender is accepted, will be required to furnish performance guarantee for an amount equal to 5% (Five Percent) of the tendered amount within the period specified in Schedule F. The performance guarantee shall be in the form of Guarantee Bonds/Bank Guarantee of any nationalized bank in accordance with the format prescribed herein. In case the tenderer fails to deposit the requisite performance guarantee within the period as indicated in Schedule F including the extended period if any, the EMD furnished by the tenderer shall be forfeited without any further notice to the tenderer.
8. Intending tenderers must inspect and examine the Site and its surroundings and satisfy themselves before submitting their tenders as to the form and nature of the Site, the means of access to the Site, the accommodation as may be required and in general, shall obtain all necessary information as to the risks involved, contingencies and other circumstances which may have a bearing or influence or affect the decision of submission of tender. A tenderer shall be deemed to have full knowledge of the Site whether or not an inspection has been undertaken by the tenderer and no revision in the amount quoted in the tender shall be permitted on account of not having inspected the Site or any misunderstanding thereto. The tenderer shall be responsible for arranging and maintaining cost all materials, tools & plants, water, electricity, access, facilities for workers and all other services required for executing the Work unless otherwise specifically provided for in this document and/or the agreement and/or any other letter, circular, notification issued or document released by IIMU. Submission of a tender by a tenderer implies that he/they has/have read this notice and all other contract documents and has/have made itself aware of the scope and specifications of the Work to be executed and of conditions and local conditions and other factors having a bearing on the execution of the Work. Tenderer shall submit the Affidavit for Site Visit in the form as prescribed in FORM "L".
9. Owner is not bound to accept the lowest or any other tender and reserves to itself the right to reject any or all the tenders received without assigning any reason thereof. All tenders in which any of the prescribed conditions are not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be

rejected summarily. Tenders subject to any conditions proposed by the tenderer shall not be accepted and shall be liable to be rejected.

10. Canvassing either directly or indirectly, in connection with tender is strictly prohibited and the tenders submitted by the tenderers who resort to canvassing shall be liable to be rejected.
11. Owner reserves the right of accepting the whole or any part of the tender and the tenderers shall be bound to perform the same at the quoted rate.
12. The tenderer shall intimate the names of persons who are or were working in any capacity with the tenderer and are subsequently employed by the tenderer and who are or have been an officer in IIMU.
13. The tender for the Work shall remain open for acceptance for a period of 75 (Seventy Five) days from the date of opening of Financial bid. In case any tenderer withdraws its tender before the end of ninety days or issue of letter of acceptance, whichever is earlier, or makes such modifications in the terms and conditions of the tender which are not acceptable to the Owner, then the Owner shall, without prejudice to any other right or remedy available under the contract or law, be at liberty to forfeit 50% of the EMD. Further, such tenderer shall be barred from participating in the re-tendering process of the Work.
14. This notice-inviting e-Tender shall form a part of the agreement and shall be read and construed accordingly. The successful tenderer, on acceptance of its tender by the Owner, shall within 7 days from the stipulated date of initiation of the Work, execute an agreement consisting of: -

The Notice Inviting Tender, all the documents including additional conditions, specifications, drawings and minutes of pre-tender meeting, addenda and corrigenda, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

INTEGRITY AGREEMENT

On account of the e-tendering process adopted by IIMU, the tenderer does not sign any document physically and entire tender document is submitted online through digital signature. However, the tenderer shall be required to physically submit a set of documents in the office of Director, IIMU. In order to maintain transparency and integrity in the process of awarding contract, it is essential for IIMU and tenderers to agree and abide by certain principles and policies. IIMU and tenderers agree to following :

- (i) IIMU shall remain committed to follow the principles of transparency, equity and competitiveness in public procurement;
- (ii) The Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the tenderer shall sign the Integrity Agreement, which is an integral part of tender/tender documents, failing which the tenderer/tenderer will stand disqualified from the tendering process and the tender of the tenderer shall be liable to be rejected summarily.
- (i) The tenderers agree and acknowledge that the NIT is an invitation to offer made on the condition that the tenderers shall sign an Integrity Agreement in the format as provided for in this document. Such Integrity Agreement shall form an integral part of the tender documents. Any failure on the part of any tenderer to execute the Integrity Agreement shall render such tenderer disqualified from the tendering process. The tendered agree and acknowledge that bidding for the Work as envisaged in this document shall be regarded as an unconditional and absolute acceptance of the condition of executing the Integrity Agreement.
- (ii) The tenderers acknowledge, agree and confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the Integrity Agreement shall be separate and distinct from the main agreement, which shall come into existence once tender is finally accepted by IIMU. The tenderers acknowledge and accept the tenure of the Integrity Agreement, which shall be in the line with Article 1 of the format of Integrity Agreement as prescribed herein.
- (iii) The tenderers acknowledge that in the event of failure to sign and accept the Integrity Agreement, while submitting the tender/tender, IIMU shall have unqualified, absolute and unfettered right to disqualify the tenderer and reject the tender in accordance with terms and conditions of the tender.

In addition to other components of tender document, the Integrity Pact shall also be signed between The Director, IIMU and successful tenderer after acceptance of tender.

To,

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.....,

.....

Sub: NIT for the **SUPPLY AND INSTALLATION OF UPVC WINDOWS FOR PROPOSED PERMANENT CAMPUS (PHASE I)FORINDIAN INSTITUTE OF MANAGEMENT UDAIPUR, AT VILLAGE BALICHA, UDAIPUR**

Dear Sir,

It is here by declared that Director on behalf of the IIMU is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Tenderer will sign the integrity Agreement, which is an integral part of tender/tender documents, failing which the tenderer/tenderer will stand disqualified from the tendering process and the tender of the tenderer would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the IIMU.

Yours faithfully

Director, IIMU

INTEGRITY AGREEMENT

To,

Director,

Indian Institute of Management UDAIPUR

Sub: Submission of Tender for the **SUPPLY AND INSTALLATION OF UPVC WINDOWS FOR PROPOSED PERMANENT CAMPUS (PHASE I) FOR INDIAN INSTITUTE OF MANAGEMENT UDAIPUR, AT VILLAGE BALICHA, UDAIPUR**

Dear Sir,

I/We acknowledge that Director on behalf of the IIMU is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/tender document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE TENDER SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender is finally accepted by IIMU. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/tender, IIMU shall have unqualified, absolute and unfettered right to disqualify the tenderer and reject the tender in accordance with terms and conditions of the tender.

Yours faithfully

(Duly authorized signatory of the Tenderer) to be signed by each tenderer and Director, IIMU)

INTEGRITY AGREEMENT

THIS INTEGRITY AGREEMENT is made at on this..... Day of2017

BETWEEN

The Director, IIMU (hereinafter called "IIMU" or "Owner" which expression shall unless repugnant to the context or meaning thereof is deemed to include its successors & permitted assigns) of the FIRST PART:

AND

..... (Name and Address of the Individual/firm/Company)through..... (Hereinafter referred to as the (Details of duly authorized signatory) "Tenderer/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns) of the SECOND PART

Each of the IIMU/Owner and Tenderer/Contractor individually referred to as the "Party" and collectively referred to as the "Parties".

WHEREAS the Owner floated a tender for the **SUPPLY AND INSTALLATION OF UPVC WINDOWS FOR PROPOSED PERMANENT CAMPUS (PHASE I) FOR INDIAN INSTITUTE OF MANAGEMENT UDAIPUR, AT VILLAGE BALICHA, UDAIPUR.**

("Tender") and intends to award, under laid down organizational procedure, contract pursuant to issuance of such Tender("Contract").

AND WHEREAS the Owner values full compliance with all applicable laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its tenderer(s) and contractor(s).

AND WHEREAS to meet the purpose aforesaid, the Parties have agreed to enter into this Integrity Agreement ("Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part of the tender documents and Agreement between the Parties and shall be construed accordingly.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the Parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Owner

- 1) The Owner commits itself to endeavor to take all measures necessary to prevent corruption and to observe the following principles:

- (a) No employee of the Owner, personally or through any of his/her family members, shall in connection with the Tender, or the execution of the Agreement, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Owner shall, during the tender process, treat all tenderer(s) with equity and reason. The Owner shall, in particular, before and during the tender process, provide to all tenderer(s) the same information and shall not provide to any tenderer(s) confidential/additional information through which the tenderer(s) could obtain an advantage in relation to the tender process or the execution of Agreement.
 - (c) The Owner shall endeavor to exclude from the tender process any person, whose conduct in the past has involved any bias of any nature.
- 2) If the Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC) or Prevention of Corruption Act, 1988 or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Owner shall be at liberty to take appropriate disciplinary action or initiate disciplinary proceedings as per its internal policies and procedures.

Article 2: Commitment of the Tenderer(s)/Contractor(s)

- 1) Each Tenderer/Contractor shall be required to (including their respective officers, employees and agents) adhere to the highest ethical standards and shall report to the Owner of any suspected acts of fraud or corruption or coercion or collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation and award of the Contract.
- 2) The Tenderer(s)/Contractor(s) shall commit themselves to take all measures essential to prevent any act of corruption. The Tenderers/Contractors commit themselves to observe the following principles during their participation in the Tender process and during the execution of the Contract:
 - a) The Tenderer(s)/Contractor(s) shall not, directly, indirectly or through any other person or firm, to obtain any advantage of any kind whatsoever during the process of Tender or during the execution of the Contract, offer, promise or give to any of the Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which such person is not legally entitled to.
 - b) The Tenderer(s)/Contractor(s) shall not enter with other Tenderer(s) any undisclosed agreement or understanding, whether formal or informal for manipulating prices, specifications, certifications, subsidiary contracts, submission or non-submission

of tenders or any other actions to restrict competitiveness or to cartelize in the tendering process.

- c) The Tenderer(s)/Contractor(s) shall forbear from committing any offence under the Indian Penal Code (IPC) or Prevention of Corruption Act, 1988. The Tenderer(s)/Contract(s) shall not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Owner as part of the business relationship, plans, technical proposals and business details, including information contained or transmitted electronically or otherwise.
- d) The Tenderer(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Tenderer(s)/Contractor(s) of Indian nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly can submit tender in the process of tender, but not both. In cases where an agent participates in the tender on behalf of one tenderer, such agent shall not be permitted to quote on behalf of any another tenderer along with the first manufacturer in a subsequent/parallel tender for the same item.
- e) The Tenderer(s)/Contractor(s) shall, when presenting tender, disclose any and all payments made, committed to make or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Tenderer(s)/Contractor(s) shall not instigate any third person to commit offences mentioned above or be an accessory to such offences.
- 4) The Tenderer(s)/Contractor(s) shall not, directly or through any other person indulge in fraudulent practice including but not limited to willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the interest of the Owner.
- 5) The Tenderer(s)/Contractor(s) shall not, directly or through any other person use coercive practices including but not limited to the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process.

Article 3: Consequences of Breach

Without prejudice to any rights available to the Owner under law or the Contract or its established policies and procedures, the Owner shall have the following rights in case of breach of this Integrity Pact by the Tenderer(s)/Contractor(s) and the Tenderer/Contractor accepts and undertakes to respect and uphold the Owner's absolute right:

- 1) If the Tenderer(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Owner after giving 14 days' notice to the Tenderer/Contractor shall have the powers to disqualify the Tenderer(s)/Contractor(s) from the process of Tender or terminate/determine the Contract, if already executed or exclude the Tenderer/Contractor from future contract award processes. The imposition and duration of the exclusion shall be determined by the severity of transgression and determined by the Owner. Such exclusion may be forever or for a limited period at the sole discretion of the Owner.
- 2) Forfeiture of EMD/Performance Guarantee/Security Deposit: Pursuant to the Owner disqualifying the Tenderer(s) from the Tender process prior to the award of the Contract or terminates/determines the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Owner apart from exercising any legal rights that may have accrued to the Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit rendered by the Tenderer/Contractor.
- 3) Criminal Liability: Pursuant to the Owner obtaining any knowledge of conduct of a Tenderer or Contractor, or of an employee or a representative or an associate of a Tenderer or Contractor which constitutes corruption within the meaning of the Indian Penal Code (IPC) or Prevention of Corruption Act, 1988 or if the Owner has substantive suspicion in this regard, the Owner shall forthwith inform the same to any law enforcing agencies for further investigation without being obligated to first inform the Tenderer/Contractor of the same.

Article 4: Previous Transgression

- 1) Each Tenderer/Contractor shall declare and confirm that no previous transgressions have occurred in the last five (5) years with any other company in any country confirming to the anti-corruption approach or with the Central Government or any State Government or any other Central/State Public Sector Enterprises in India that could justify its exclusion from the process of Tender.
- 2) Upon any incorrect, false, misleading statement made or submitted by the Tenderer in terms of 4(1) above, shall render the Tenderer disqualified from the process of

Tender or entitling the Owner to take any action for imposing a ban on any business dealings/holiday listing of the Tenderer/Contractor at the sole discretion of the Owner.

- 3) Upon a confirmation made by the Tenderer/Contractor, to the satisfaction of the Owner, proving that the damage caused has been resorted / recouped and a suitable corruption prevention system has been installed to the satisfaction of the Owner, the exclusion may be revoked prematurely by the Owner at its sole discretion.

Article 5: Equal Treatment of all Tenderers/Contractors/Subcontractors

- 1) The Tenderer(s)/Contractor(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact. The Tenderer/Contractor shall be responsible for any violation(s) of this Integrity Pact by any of its subcontractors/sub-vendors.
- 2) The Owner shall enter into such agreements or pacts on identical terms as this Integrity Pact with all Tenderers and Contractors.
- 3) The Owner shall disqualify Tenderers, who fail to submit duly executed Integrity Pact along with the Tender or violate any of the provisions at any stage of the Tender process.

Article 6- Duration of the Pact

This Pact shall become effective on the day the Owner and the Tenderer/Contractor have signed and executed the same. The Integrity Pact shall continue to remain in force for the Contractor till twelve (12) months after the completion of work under the contract or till the continuation of defect liability period, whichever is later. However, the Integrity Pact shall come to an end for unsuccessful tenderers upon award of the Contract to the successful tenderer. If any claim is made/lodged during the time, the same shall be binding and continue to remain valid despite the lapse of this Pact as specified above, unless such Tenderer is discharged by the Owner.

Article 7- Other Provisions

- 1) The Integrity Pact shall be governed by the applicable Indian laws and the place of performance and jurisdiction shall be the place of office of the Owner/.
- 2) Any change, amendment, modification or supplement or addendum to the Integrity Pact can only be brought into effect by way of mutual written agreement between the parties to the Integrity Pact.

- 3) If the Contractor is a partnership or a consortium, this Pact shall be executed and signed by all the partners or by one or more partners holding power of attorney executed in favor of such partner or partners by the remaining partners. In case the contractor is a company, the Pact shall be executed and signed by a representative duly authorized by board resolution of such company.
- 4) In case any of the provisions of this Integrity Pact is rendered invalid by law or otherwise, the remaining provisions of the Integrity Pact shall continue to remain valid and binding on the Parties. In such a case, the Parties shall strive to come to an agreement to the original intension envisaged under the Integrity Pact.
- 5) The Parties agree that any dispute or difference arising between the Parties with respect to the terms of this Integrity Pact, any action taken by the Owner in accordance with this Integrity Pact or any interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the Parties hereto shall be in addition to all the other legal rights and remedies available to the Parties under law or contract and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. The Parties agree that this Integrity Pact shall have precedence over the Tender/Contract documents with regard to any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the Parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses

.....

(For and on behalf of Owner)

.....

(For and on behalf of Tenderer/Contractor)

WITNESSES (Signature, name and address)

1

2

Place:

Dated:

FORM OF BANK GUARANTEE FOR EARNEST MONEY

WHEREAS, contractor..... (Name of contractor)
("Contractor") has submitted his tender dated..... (Date) for the
.....(Name of work) ("Tender")

KNOW ALL PEOPLE by these presents that We,(name of bank) having our
registered office at..... ("Bank") are bound unto
Director, IIM Udaipur ("Owner") in the sum of Rs..... (Rs. in words
.....) for which payment well and truly to be
made to the Owner, the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank thisday of..... 2017.

The present Bank Guarantee shall be governed by the following terms and conditions:

1. If after opening of the Tender, the Contractor withdraws the Tender during the period of validity of Tender (including extended validity of the Tender) as more specifically mentioned in the Notice Inviting Tender; or
2. If the Contractor having been notified of the acceptance of its Tender by the Owner:
 - a. fails or refuses to execute the Agreement in accordance with the instructions of the Owner; or
 - b. fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of the Notice Inviting Tender and instructions given to the Contractor; or
 - c. fails or refuses to start the work, in accordance with the provisions of the Notice Inviting Tender and instructions given to the Contractor; or
 - d. fails or refuses to submit fresh Bank Guarantee of an amount equivalent to this Bank Guarantee against the Security Deposit after award of the Tender;

we undertake to pay to the Owner, without any protest or demur, an amount equal to the amount specified in this Bank Guarantee upon receipt of the first written demand received from the Owner, without the Owner having to substantiate such demand, provided that in such demand the Owner shall clearly indicate such condition or conditions entitling the Owner to claim the amount under the present Bank Guarantee.

This Guarantee shall remain in force up to and including the date (validity period of six months from the last date of receipt of the Tender) after the deadline for submission of tender as such deadline is stated in the Instructions to contractor or as it may be extended by the Owner, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE:

SIGNATURE OF THE BANK:

SEAL:

WITNESS:

(SIGNATURE, NAME AND ADDRESS)

(To be executed by and between the Owner and the successful tenderer

FORMAT OF AGREEMENT

This agreement is executed at _____ (place of execution) on the _____ day of _____, 2018

BETWEEN

_____, which expression shall mean and include its successors and assigns (name and address of the Owner) ("Owner") of the FIRST PART
AND

_____,
(name and address of the successful tenderer) ("Contractor") of the SECOND PART

The Owner and the Contractor shall be individually referred to as the "Party" and collectively referred to as the "Parties"

Whereas the Owner is desirous of developing a permanent campus and invited tenders by issuing Notice Inviting Tender ("Tender") for ----- (**Name of Work**). The Contractor has submitted its bid pursuant to the issuing of the Tender by the Owner. WHEREAS the details of the work proposed to be executed by the Contractor is more particularly specified in the Tender (name and identification number of Contract) ("Works") and the Owner has accepted the Tendersubmitted by the Contractor for the execution and completion of the Works and the remedying of any defects therein, at a contract _____ price of Rs.
..... (Rupees _____(in words))

WHEREAS the Owner has now desirous of laying down the terms and conditions governing the execution of the Works and has therefore, requested the Contractor to execute the present Agreement.

NOW THIS AGREEMENT WITNESSETH as:

1. In this Agreement, words and expressions shall carry the same meanings as are ascribed to them in the Conditions of Contract as more particularly mentioned in the Tender. The Parties agree that the Tender shall form an integral part of this Agreement and shall be read and construed accordingly.

2. In consideration of the payments to be made by the Owner to the Contractor as the consideration for execution of the Works ("Consideration"), the Contractor hereby covenants with the Owner to execute and complete the Works and remedy the defects therein in conformity in all aspects with the provisions of the Tender and this Agreement.

3. The Owner hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and in the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Tender and this Agreement at the times and in the manner prescribed under the Tender.

4. The following documents shall be deemed to form and be read and construed as part of this Agreement:

- i) Letter of Acceptance;
- ii) Notice to proceed with the Works;
- iii) Contractor's Tender;
- iv) Contract Data;
- v) Conditions of Contract (including Special and Additional Conditions of Contract);
- vi) Specifications;
- vii) Drawings;
- viii) Bill of Quantities; and
- ix) Any other documents listed in the Contract Data as forming part of the Contract.

In witness whereof the Parties have caused this Agreement to be executed on the day and year first written above.

The _____ Common _____ Seal _____ of _____

was hereunto affixed in the presence of:

Signed _____ Sealed _____ and _____ Delivered _____ by _____ the _____ said _____

Binding Signature of Owner

Binding Signature of Contractor

in the presence of

Item Rate Tender & Contract for Works

(A) Tender for the work of: -

SUPPLY AND INSTALLATION OF UPVC WINDOWS FOR PROPOSED PERMANENT CAMPUS (PHASE I) FOR INDIAN INSTITUTE OF MANAGEMENT UDAIPUR, AT VILLAGE BALICHA, UDAIPUR

(i) To be uploaded by the tenderers up to 1600 Hrs on 9th January 2018

(ii) To be opened at 1630 Hrs on 10th January 2018 at the project office of IIMU, Village Balicha Campus, Udaipur-313001, Rajasthan

I/We have read and examined the notice inviting tender, bill of quantity, Specifications, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender to execute the work of IIMU as mentioned above and detailed in the schedule of quantities within the time frame specified in the tender documents, and in accordance with the specifications, designs, drawing and instructions/orders of the engineer in charge meeting all the Conditions of Contract with such materials as are provided for in the drawings, technical specifications or the schedule of quantities.

I/We agree to keep the tender open and valid for 75 (Seventy Five) days from the date of opening of Financial Bid and shall not make any modifications in its terms and conditions.

A sum of Rs. 1,40,000 (Rupees One lakh forty thousand only) is hereby forwarded in the form of a demand draft of a Nationalized Bank and a bank guarantee issued by a Nationalized Bank as earnest money. If I/We, fail to furnish the prescribed performance guarantee within prescribed period and form, I/We agree that IIMU 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 IIMU shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by Owner towards security deposit 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 Deviations/Variations Extent and Pricing of the tender form. Further, I/We agree that in case of forfeiture of Earnest Money & Performance Guarantee as aforesaid. I/We shall be debarred from participating 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 Owner, then I/we shall be liable to legal and penal action as deemed appropriate by the Owner. Also, if such a violation comes to the notice of the Owner before the 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 confidential documents and shall not communicate nor use any information derived there from to any persons 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 interest of IIMU.

Dated

Signature of Contractor

Witness

Name

Name

.....

Address

Address

.....

Occupation

Telephone

.....

ACCEPTANCE

The above offer is hereby accepted by me on behalf of The Indian Institute of Management Udaipur, Rajasthan. For a sum of Rs. ----- (Rupees -----
-----)

Dated

For & on behalf of IIMU

Signature

Form of Performance Security (Guarantee) Bank Guarantee Bond

In consideration of the IIMU having offered to accept the terms and conditions of the proposed agreement between.....and(hereinafter called "the said Contractor(s)") for the work..... (herein after called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs.(Rupees only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We, (herein after referred to as "the Bank") hereby undertake to pay to the Owner an amount not exceeding Rs. (Rupees..... Only) on demand by the Owner.

2. We,(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Owner stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). 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. (Rupeesonly)

3. We, the said bank further undertake to pay to the Owner any money so demanded notwithstanding any dispute or disputes raised by the contractor(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 thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We, (indicate the name of the 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 agreement and that it shall continue to be enforceable till all the dues of the Owner under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-Charge on behalf of the Owner certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We, (indicate the name of the Bank) further agree with the Owners shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement 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 Owner

against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement 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 of omission on the part of the Owner or any indulgence by the Owner to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

7. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Owner in writing.

8. This guarantee shall be valid up to unless extended on demand by the Owner.

Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.

..... (Rupees) and unless a claim in writing is lodged with us within **six months** of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the day of for (indicate the name of the Bank)

GENERAL GUIDELINES FOR TENDERERS

1. GENERAL:

- 1.1. Letter of transmittal and forms, terms and conditions for deciding eligibility are given in this tender document.
- 1.2. All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. In case no information is to be provided in a particular column, "nil" or "no such case" or "not available" entry should be made in that column. If any particulars/query is not applicable in case of a tenderer, "not applicable" shall be mentioned against such particular/query. The tenderers are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the tender being summarily disqualified and rejected entitling the Owner to forfeit the EMD and e-Tender Processing Fee without any further notice to the tenderer. Tenders made by telegram or telex and including those received late shall not be entertained and returned unaccepted.
- 1.3. References, information and certificates from the respective owners certifying suitability, technical knowledge or capability of the tenderer should be attested by the first-class judicial magistrate or equivalent or Group A Gazetted Officer of Central or any State Government.
- 1.4. The tenderer may furnish any additional information, which it thinks is necessary to establish its capabilities to successfully complete the envisaged Work. Tenderers are, however, advised not to furnish any superfluous information. No information shall be entertained after uploading of eligibility criteria document unless it is called for by the Engineer-in-Charge.

It is desirable that the tenderer is not contesting or defending any legal proceeding before a court of law or tribunal or quasi-judicial or administrative authority ("Legal Proceedings"). The tenderer must submit information of all on-going Legal Proceedings and for the past seven (7) years. In the event the tenderer has not been subject to any such Legal Proceedings either in process or in the past seven (7) years, an affidavit to this effect, duly notarized shall be submitted in original.

- 1.5. Any information furnished by the tenderer found to be incorrect either immediately or at a later date, shall render such tenderer liable to be debarred from tendering/taking up of the Work.
- 1.6. The tenderer shall not have been black listed by any State/Central Government Department or Public Sector Undertaking or any autonomous body. The tenderer shall submit a duly notarized affidavit, stating on oath that the tenderer has not been black-listed. Applications received without such affidavit in original shall stand automatically rejected. IIMU shall be entitled to forfeit the EMD and e-Tender Processing Fee on account of any such rejection

2. DEFINITIONS:

In this document the following words and expressions shall carry the meaning hereby assigned to them:

- 2.1. "Contract" means the document forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of Indian Institute of Management, Udaipur and the Contractor, together with the documents referred to therein including these conditions of contract, the specifications, designs, drawings and instructions issued from time to time by the Engineer In Charge and all these documents taken together; shall be deemed to form one contract and shall be complimentary to one another.
- 2.2. "Owner/IIMU" shall mean and refer to the Indian Institute of Management, Udaipur;
- 2.3. "Director" shall mean and refer to the Director of IIMU;
- 2.4. "Project Manager" shall mean and refer to the person nominated as Project Manager by IIMU; and he will report to Engineer in-Charge.
- 2.5. "Design Consultants" shall mean and refer to the Consultants appointed by IIMU as Design Consultant.
- 2.6. "Engineer in Charge" shall mean and refer to an authorized representative appointed by IIMU;
- 2.7. "Tenderer" shall mean and refer to an individual, proprietary firm, firm in partnership, limited company (private or public) or corporation but shall not include a joint venture and special purpose vehicle.
- 2.8. "Market Rate" shall be the rate as decided by the Engineer In Charge on the basis of the cost of materials and labour at the site where the work is to be

executed plus the percentage mentioned in Schedule 'F' to cover, all overheads and profits.

3. METHOD OF APPLICATION:

- 3.1. If the tenderer is an individual, the application for submitting tender shall be signed by such individual above the full type written name and current address.
- 3.2. If the tenderer is a proprietary concern, the application for submitting tender shall be signed by the proprietor above full type written name and the full name of the proprietor firm with its current address.
- 3.3. If the tenderer is a partnership firm, the application for submitting tender shall be signed by all the partners of the partnership firm above their full typewritten names and current address, or, alternatively, by one or more partners holding power of attorney for the firm and/or other partners. A notarized copy of such power of attorney shall be submitted along with the application. The application shall also be accompanied with a notarized copy of the partnership deed.
- 3.4. If the tenderer is a limited company or a corporation, the application for submitting tender shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The tenderer shall also furnish a notarized copy of the Memorandum and Articles of Association of the company.

4. FINAL DECISION MAKING AUTHORITY

The IIMU reserves the right to accept or reject any tender and to annul the process and reject all tenders at any time without assigning any reason thereof or incurring any liability to the tenderers.

5. SITE VISIT

The tenderer shall visit the Site of Work, at its own cost, and examine the Site and its surroundings to satisfy itself and collect all information that may be considered necessary for proper assessment of the scope of Work enumerated in this tender document.

6. CRITERIA FOR ELIGIBILITY (TECHNICAL TENDER)

6.1. The eligibility criteria applicable for the tenderers for the present tender in terms of the scope of Work shall be:

6.1.1. The tenderer should have satisfactorily completed three similar works each costing not less than 40% of the estimated cost put to Bid

or

completed two similar works each costing not less than 60% of the estimated cost put to Bid

or

completed one similar work costing not less than 80% of the estimated cost put to Bid during the last seven (7) years ending 31.03.2017;

6.1.2. Joint Ventures shall not be acceptable.

6.1.3. Following documentary evidence is required to be submitted along with technical bid:-

- a) Having skilled persons for installation and erection work.
- b) Shopdrawings shall have prepared and got approved by the vendor before execution of the work .

For the purpose of this clause, "similar work" shall mean any project of

supply and installation of uPVC windows for any institutional /Residential/ commercial buildings in India.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to March 31, 2017. (Last of Previous month in which the NIT is Published)

6.2. The tenderer shall furnish an affidavit as under along with Technical bid:

"I/We, _____, aged __ years, having my/our office at _____, solemnly affirm on oath as under:

- a. I/We undertake and confirm that eligible similar work(s) has/have not been executed through another contractor on back to back basis.
- b. I/We agree that in case I/We are found to be in violation of (a) above or the same comes to the notice of IIMU by any means whatsoever, then IIMU shall be entitled to take appropriate penal and legal action against me/us. If such a violation comes to the notice of IIMU before

the date of initiation of work, the Engineer-in-Charge shall be free to forfeit the entire amount of EMD and the e-Tender Processing Fee.

- 6.3. The tenderer shall have minimum gross average annual financial turnover of 200% of the estimated cost put to Bid of building projects or on other construction works during the last five financial years ending 31st March 2017. The statement showing the gross average annual financial turnover duly audited by a chartered accountant shall be furnished by the tenderer.
- 6.4. A certificate from a chartered accountant duly certifying that the tenderer shall not have incurred any loss in more than two (2) years during the immediate last five financial years shall be furnished by the tenderer.
- 6.5. The Tendering Capacity of the tenderer shall be equal to or more than the estimated cost of the Work put to tender. The tendering capacity shall be calculated on the basis of following formula:

Tendering Capacity = $(A \times N^2) - B$; where

A= Maximum value of construction works executed in any one year during the last five years taking into account the completed as well as works in progress;

N= Number of years prescribed for completion of work for which tenders have been invited.

B= Value of existing commitments and ongoing works to be completed during the period of completion of work for which tenders have been invited.

The tenderer shall submit the calculation sheet of Tendering Capacity and also indicate the value of balance work in hand duly certified by a chartered accountant.

- 6.6. The tenderer shall furnish a solvency certificate as may be certified by its bankers for a value which is not less than 40% of the estimated cost put to Bid. Such certificate shall not be of a date which is more than six months prior to the date of submission of tender.
- 6.7. A certificate attested by first class judicial magistrate or equivalent or a Group a gazetted officer of Central or any State Government certifying the performance for each work completed by the tenderer in the last seven (7) years and in hand.
- 6.8. The tenderer shall own equipment as per the list required for proper and timely execution of the Work. In case the tenderer does not own such equipment, the tenderer shall submit a letter attested by itself that it shall be able to manage the construction equipment by hiring and shall also submit the

list of firms from whom it proposes to hire. The list shall clearly specify the names of the firms from whom the equipment would be hired and shall not be an indicative list of firms.

- 6.9. The tenderer shall have sufficient number of technical and administrative employees for proper execution of the Work as per list. The tenderer shall submit a list of employees working with it and clearly state the roles and responsibilities of such employees for execution of the Work.

7. Evaluation Criteria for Eligibility (Technical Tender)

- 7.1. The documents for ascertaining the eligibility uploaded by the tenderers shall be evaluated in the following manner:

- 7.1.1. The criteria for eligibility prescribed in para 6.1 to 6.9 above in respect of experience of similar class of works completed, Tendering Capacity and financial turn over etc. shall be first scrutinized and the tenderer's eligibility for the work shall be determined. Only such tenderers which meet the eligibility criteria specified in para 6.1 to 6.9 above shall be eligible to qualify for evaluation under this section and all other applications shall automatically stand disqualified.

Physical inspection of completed projects of tenderers found eligible in terms of Para 7.1.1 above shall be conducted by an evaluation committee appointed by IIMU for evaluating the quality of work. The evaluation committee may visit the site where works have been executed by the tenderers in the past i.e., works pertaining to similar works. The exact number of the works to be visited shall be decided by IIMU.

(A)	Financial strength (Form "A" and "B")	Maximum 20 marks
	A Turn over	16
	B Solvency	4
(B)	Experience of Work during last seven years.	Maximum 30 marks
	B1 Experience in similar nature of work during last seven years	20
	B2 Experience in project specific work during last seven years	10

(C)	Performance on Works (time Over run)	Maximum 20 marks
(D)	Performance on quality of similar works executed	Maximum 20 marks
(E)	Personnel and Establishment	Maximum 5 marks
(F)	Plant and Equipment	Maximum 5 marks
Total		100 Marks

A

committee of experts constituted by IIMU shall undertake further evaluation.

Committee may, at its discretion, call for information from owners of similar works carried out or in progress by tenderers and evaluate the previous completed projects regarding all submission including litigations. The tenderers qualifying the eligibility criteria as set out in Para 6.1 to 6.9 above shall be evaluated for following criteria on the basis of details furnished by such tenderers:

- 7.1.2. The tenderer shall submit a self-certified self-evaluation calculation sheet for evaluation parameters mentioned in Form J.
- 7.1.3. To become eligible for short-listing, the tenderer shall secure at least 60% marks in each criteria A, B, C, D, E & F as is mentioned hereunder:
- 7.2. Notwithstanding the fact of having been qualified under Clause 7.1, a tenderer shall be liable to be disqualified in case such tenderer:
 - a. Makes misleading, incorrect or false representation or deliberately suppresses the information in the forms, statements and enclosures required to be submitted as a part of the eligibility criteria document.
 - b. Has a record of poor performance such as abandoning work, not properly completing the contract, or financial failures / weaknesses etc.

8.FINANCIAL INFORMATION

The tenderer shall furnish the Annual Financial Statements for the preceding Five (5) years in Form A and Solvency Certificate in Form B.

9. DISCLOSURE OF EXPERIENCE IN SIMILAR WORKS

9.1. The tenderer shall furnish the following:

- a. List of all works of similar nature successfully completed during the preceding seven years in Form C.
- b. List of the projects under execution or awarded in Form D.

9.2. Particulars of completed works and performance of the tenderer duly attested by first class judicial magistrate or equivalent or Group A gazette officer of Central or any State Government shall be furnished separately for each work completed or in progress in Form E.

9.3. Information in Form D shall be complete in all respects and no work shall remain unreported.

10. ORGANISATION INFORMATION

The tenderer shall be required to submit the information in respect of its organization in Forms F & G.

11. PLANT & EQUIPMENT

The tenderers shall furnish the list of plant and proposed to be utilized in carrying out the Work in Form H. Details of any other plant & equipment required for the Work not included in Form H and available with the tenderer may also be indicated.

12. LETTER OF TRANSMITTAL

The tenderer shall submit the Letter of Transmittal in the format as prescribed in this document.

13. OPENING OF THE FINANCIAL TENDER

After evaluation of the eligibility documents, a list of short listed tenderers qualified in eligibility criterion shall be prepared. Thereafter, the financial tenders of only the qualified and technically acceptable tenderers shall be opened at the notified time, date and place in the presence of the qualified tenderers or their representatives. The validity of the tenders shall be **75 (Seventy Five) days** and shall be reckoned from the date of opening of the Financial bid.

14. AWARD CRITERIA

14.1. The Owner reserves the right, without being liable for any damages or any obligation to inform the tenderer, to:

14.1.1. Amend the scope and value of Work to the tenderer.

14.1.2. Reject any or all of the applications without assigning any reason.

14.2. Any effort on the part of the tenderer or his agent to exercise any influence or to pressurize the Owner shall result in rejection of its tender. The Owner clarifies that any kind of canvassing or any act of similar nature is expressly prohibited.

INFORMATION REGARDING ELIGIBILITY CRITERION

LETTER OF TRANSMITTAL

From:

To

The Director

Indian Institute of Management,Udaipur

Village Balicha, District Udaipur,

Rajasthan

Dear Sir,

Subject: Tender for the **SUPPLY AND INSTALLATION OF UPVC WINDOWS FOR PROPOSED PERMANENT CAMPUS (PHASE I)FORINDIAN INSTITUTE OF MANAGEMENT UDAIPUR, AT VILLAGE BALICHA, UDAIPUR**

Having examined the details given in Press –Notice and Technical Tender document for the above work in the subject hereinabove, I/we hereby submit the relevant information as hereunder:

- a. I/We hereby certify that all the statement made and information supplied in the enclosed Forms A to K and accompanying statement are true and correct in all respects and no information has been concealed and misrepresented.
- b. I/We have furnished all information and details necessary for certifying the eligibility and that no further pertinent information required to be shared remains undisclosed.
- c. I/We hereby submit the requisite certified solvency certificate and authorize the Director, IIMU to approach the bank issuing the solvency certificate to confirm the correctness and veracity thereof. I/We also authorize Director, IIMU to approach individuals, owners, firms and corporations to verify my/our competence and reputation.
- d. I/We submit the following certificates in support of my/our suitability, technical knowledge and capability for having successfully completed the following works:

Sr.No.	Name of Work	Certificate from

Enclosures:

Seal of tenderer

Date of submission

SIGNATURE(S) OF TENDERER(S)

FORM A

FINANCIAL INFORMATION

Financial Analysis-Details to be furnished duly supported by figures in balance sheet/profit & loss account for the last **five (5)** years duly certified by the Statutory Auditors/ a chartered accountant (in case the appointment of a statutory auditor is not applicable), as submitted by the tenderer to the Income Tax Department (copies of all the documents to be attached).

S. No.	Description	Years				
		2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
i)	Gross Annual turnover					
ii)	Turnover on uPVC Windows					
iii)	Profit/Loss					

I. Financial arrangements for carrying out the proposed work.

II. Solvency Certificate from Bankers of tenderer in the prescribed Form B

SIGNATURE OF TENDERER(S)

Signature of Chartered Accountant with Seal

FORM B

(FORM OF BANKER'S SOLVENCY CERTIFICATE FROM A SCHEDULED BANK)

SOLVENCY CERTIFICATE

This is to certify that to the best of our knowledge and information that M/s./Shri..... having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement up to a limit of Rs.....(Rupees.....).
.....).

This certificate has been issued at the specific request for limited purpose of submitting the same to the Indian Institute of Management, Udaipur (Rajasthan) and shall not be used for any other purpose whatsoever.

This certificate is issued without any guarantee or responsibility on the bank or any of our officers and employees.

(Signature)

For the Bank

GENERAL INSTURCTIONS:

- (1) Banker's Solvency Certificate must be on the letterhead of the bank issuing such certificate, sealed in a cover addressed to the Director, IIMU.
- (2) In case the Solvency Certificate is issued at the request of a partnership firm, such certificate must include names of all partners as recorded with the Bank.
- (3) The Solvency Certificate shall not be more than 6 months old.

FORM C**DETAILS OF ALL WORKS OF SIMILAR NATURE COMPLETED & PROJECT SPECIFIC WORK DURING THE LAST SEVEN YEARS ENDING March 31 2017**

A	B	C	D	E	F	G	H	I	J
Sr.No	Name of work/project and location	Owner or sponsoring organization	Cost of work in Crores	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation / arbitration cases pending / in progress with details*	Name and address / telephone number of officer to whom reference may be made	Remarks
1									
2									
3									

Certified that the above list of works is complete and no work has been left undisclosed and that the information furnished above is true, correct and not misleading to my/our knowledge and belief.

SIGNATURE OF TENDERER(S)

FORM "D"**PROJECTS UNDER EXECUTION OR AWARDED**

	A	B	C	D	E	F	G	H	I
Sr.No	Name of work/ project and location	Owner or sponsoring organization	Cost of work	Date of commencement as per contract	Stipulated date of completion	Up to date percentage progress of work	Slow progress if any, and reasons thereof	Name and address/ telephone number of officer to whom	Remarks
1									
2									

Certified that the above list of works is complete and no work has been left undisclosed and that the information furnished above is true, correct and not misleading to my/our knowledge and belief.

SIGNATURE OF TENDERER(S)

FORM E (On respective owner's letterhead)**PERFORMANCE REPORT OF WORKS REFERRED TO IN FORMS C (Completed Works)**

1	Name of work/ Project & Location	
2	Agreement No.	
3	Estimated Cost	
4	Tendered Cost	
5	Date of Start	
6	Date of completion	
	i)	Stipulated Date of Completion
	ii)	Actual Date of Completion
7	Amount of compensation levied for Delayed completion, if any.	
8	Amount of reduced rate items, if any.	
9	Performance Report	
	1) Quality of Work	Very Good/Good/Fair/Poor
	2) Financial Soundness	Very Good/Good/Fair/Poor
	3) Technical Proficiency	Very Good/Good/Fair/Poor
	4) Resourcefulness	Very Good/Good/Fair/Poor
	5) General Behavior	Very Good/Good/Fair/Poor

Certified that the above information is complete and that the information furnished above is true, correct and not misleading to my/our knowledge and belief.

Dated: _____ Stamp: Signed
by Ex. Engineer or equivalent and attested by first class judicial magistrate or equivalent
or Group A Gazette officer of Central or any State Government or equivalent

FORM F**STRUCTURE & ORGANIZATION**

1	Name & Address of the tenderer		
2	Telephone No./Telex No./Fax No./e-mail address		
3	Legal status of the tenderer (attach copies of original document defining the legal status).		
	a)	A proprietary firm	
	b)	A firm in partnership	
	c)	A limited company or Corporation	
4	Particulars of registration with various Government bodies (attach attested photocopy).		
	ORGANIZATION/PLACE OF REGISTRATION NO.		REGISTRATION
	1		
	2		
5	Names and Titles of Directors & Officers with designation to be deputed for the Works		

6	Designation of individuals authorized to act for the organization.	
7	Was the tenderer ever required to suspend construction for a period of more than six months continuously after commencement of construction? If so, give the name of the project and reasons of suspension of work.	
8	Has the tenderer or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project(s) and reasons for abandonment.	
9	Has the tenderer or any constituent partner in case of partnership firm, ever been debarred/ black listed for tendering by any organization at any time? If so, give details.	
10	Has the tenderer or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details.	
11	Field of specialization and interest of the tenderer in the Civil Engineering Construction	
12	Any other information considered necessary but not included above.	

Certified that the information mentioned above is complete and no information has been left undisclosed and that the information furnished above is true, correct and not misleading to my/our knowledge and belief.

SIGNATURE OF TENDERER(S)

FORM G**DETAILS OF TECHNICAL & ADMINISTRATIVE PERSONNEL TO BE EMPLOYED FOR THE WORK**

Sl. No.	Designation	Total number	Number available for this work	Name	Qualifications	Professional/ experience and details of work carried out	How these would be involved in this work	Remarks
A	B	C	D	E	F	G	H	J
1								
2								

Certified that the information mentioned above is complete and no information has been left undisclosed and that the information furnished above is true, correct and not misleading to my/our knowledge and belief.

SIGNATURE OF TENDERER(S)

FORM H**DETAILS OF EQUIPMENT PROPOSED TO BE USED IN EXECUTION OF THE WORKS**

Sl. No.	Name of Equipment	Nos.	Capacity or Type	Age	Condition	Ownership status			Current location	Remarks
						Presently Owned	Leased	To be Purchase		
A	B	C	D	E	F	G	H	I	J	K
1	Hand Held Drilling, cutting and Finishing tools	1								
2										
3										
4	Sufficient quantity of scaffolding, platforms and Ladders									
5	Any Other Equipment									

I/We, the undersigned, do hereby undertake that we shall deploy all plants, equipment's and machineries required for implementation of the project as per technical specifications. I/We also undertake to either own or have assured access through hire or lease the key items of the equipment's as specified in this form.

Certified that the information mentioned above is complete and no information has been left undisclosed and that the information furnished above is true, correct and not misleading to my/our knowledge and belief.

..... Signed by an Authorized Officer of the tenderer

FORM I

GENERAL INSTRUCTIONS FOR THE AFFIDAVIT:

1. The affidavit shall be executed on appropriate non-judicial **stamp paper** of minimum value as applicable in the State of Rajasthan and notarized by a Notary Public;
2. Scanned copy of the affidavit shall be uploaded at the time of submission of the tender in soft copy.

AFFIDAVIT

I, _____, aged ____ years, son/daughter of _____, presently residing at _____ and authorized by _____ (name of tenderer) ("Tenderer") to solemn this affidavit on behalf of the Tenderer, solemnly affirm on oath as hereunder:

1. The Tenderer confirms that eligible similar works(s) have not been got executed through another contractor on back to back basis.
2. The Tenderer confirms and agrees that, if any such violation comes to the notice of Indian Institute of Management, Udaipur ("Owner"), then the Ownershall be at liberty to initiate appropriate penal and legal action against the Tenderer.
3. The Tenderer confirms and agrees that if such a violation comes to the notice of the Ownerat any time before the date of start of Work, the engineer-in-charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

DEPONENT

VERIFICATION

I, _____, aged ____ years, son/daughter of _____, presently residing at _____ and authorized by Tenderer verify that the information mentioned above is true and correct to the best of my knowledge and belief.

DEPONENT

CRITERIA FOR ELIGIBILITY CRITERION EVALUATION OF CONTRACTORS

For Contractor

Time; ST=Stipulated Time. Note: Marks for value in between the stages indicated above is to be determined by straight line variation basis					
D	Performance of works (Quality)	20	12	<i>The evaluation will be done by the expert committee/jury nominated by the institute for the purpose based on documents submitted and/or other means as decided by the committee/jury who may include visit of the site of project referred to. The tenderer must submit precise certificate given by the Owner/owner signed by an officer not below the rank of Executive Engineer or equivalent along with photographic evidence to support evaluation for this category, in case of absence of such document Zero (0) marks shall be awarded for the specific category of evaluation.</i>	
E	Personnel and Establishment proposed for the project	5	3		
1	Project Manager Graduate in Civil Engineering	1		2.5 mark for each	
2	Supervisory/Foreman	2		1.25 mark for each	
F	Plant & Equipment proposed for the project	5	3	As per list attached.	

	To become eligible for short listing the tenderer must secure at least 60% marks in each of the above categories A, B, C, D, E and F . The Institute reserves the right to restrict the list of qualified contractors to any number deemed suitable by it.	
	*1- Precise certificate given by the Owner signed by an officer not below the rank of Executive Engineer or equivalent shall be furnished along with photographic evidence to support evaluation for this category, in case of absence of such document Zero (0) marks shall be awarded for the specific category of evaluation.	

FORM L

GENERAL INSTRUCTIONS FOR THE AFFIDAVIT:

1. *The affidavit shall be executed on appropriate non-judicial **stamp paper** of minimum value as applicable in the State of Rajasthan and notarized by a Notary Public;*
2. *Scanned copy of the affidavit shall be uploaded at the time of submission of the tender in soft copy.*

AFFIDAVIT FOR SITE VISIT

I, _____, aged ____ years, son/daughter of _____, presently residing at _____ and authorized by _____ (name of tenderer) ("Tenderer") to solemn this affidavit on behalf of the Tenderer, solemnly affirm on oath as hereunder:

1. The Tenderer confirms that the Tenderer has duly undertaken the visit of the proposed project site of Indian Institute of Management, Udaipur located at Village Balicha, Udaipur, Rajasthan.
2. The Tenderer has inspected and examined its surroundings and has satisfied itself about the site conditions and site logistics. The Tenderer confirms that it is aware of the ground conditions and nature of the site, means of access to the site and the accommodation area required for establishing the labour camp. The Tenderer agrees and confirms it shall be solely responsible for arranging and maintaining the afore-mentioned at its own cost including all materials, tools & plants, water, electricity, access, facilities for workers and all other services required for executing the Work unless otherwise specifically provided for in the contract documents.
3. The Tenderer confirms and agrees that the submission of the tender implies that the requisite site visit has already been undertaken and that the Tenderer has acquainted itself with the local conditions and other factors having a bearing on the execution of the Work.

DEPONENT

VERIFICATION

I, _____, aged ____ years, son/daughter of _____, presently residing at _____ and authorized by Tenderer verify that the information mentioned above is true and correct to the best of my knowledge and belief.

DEPONENT

Requirement of technical Staff

Technical Staff

The tenderers shall deploy sufficient number of technical and administrative employees for smooth execution of the Work. The tenderers shall submit a list of employees stating clearly the responsibility to be assigned to each of such employees. The tenderer shall have to demonstrate the capability to arrange such workers and additional numbers as per the requirement assessed by the Engineer-in-Charge for timely completion of various stages of the Work. The capability as claimed by the tenderer shall be supported by the past performance and an undertaking.

Technical Staff	Requirement of Technical staff		Minimum experience of construction work (Years)
	Qualification	Number	
Hospitality	i. Project Manager Degree / Diploma in Civil Engineering	1	10 years
	ii. Supervisors Experience in installtion of uPVC windows	1	3 Years

SECTION 2

PROFORMA OF SCHEDULES: A TO F

SCHEDULE A
SCHEDULE OF QUANTITIES
Attached

SCHEDULE B

Schedule of materials to be issued to the Contractor

Sr. No.	Description of item	Quantity	Rates in figures & words at which the material will be charged to the contractor	Place of issue
1	2	3	4	5
	NIL	NIL	NIL	NIL

Power & water required for installation, testing & commissioning will be provided at one point by the Institute. The Bidder shall make arrangement for distributing the same to the required work place at his own cost.

SCHEDULE C

No Tools and plants shall be made available to the Contractor by IIMU:

Sr. No.	Description of item	Quantity
1	2	3
	NIL	NIL

SCHEDULE D

Extra schedule for specific requirements / documents for the work if any.

The tenderer may give additional information other than sought for in the preceding paragraph.

SCHEDULE E

Reference to General Conditions of Contract.

Name of Work:

**SUPPLY AND INSTALLATION OF UPVC WINDOWS FOR PROPOSED
PERMANENT CAMPUS (PHASE I)FORINDIAN INSTITUTE OF MANAGEMENT
UDAIPUR, AT VILLAGE BALICHA, UDAIPUR**

Estimated cost of work: **Rs 70 Lakhs**

Earnest Money: **Rs 1,40,000**(Rupees One lakh forty thousand only)

(ii) Performance Guarantee: 5%(Five percent) of tendered value

(iii) Security Deposit : 5% (Five Percent) of tendered value

SCHEDULE F (GENERAL RULES & DIRECTIONS)

- (1) **Authority Inviting Tender: Director, Indian Institute of Management, Udaipur**
- (2) **Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses "Deviation, Extra items and pricing & Deviation submitted items and pricing"** Please refer below

Definitions:

Sr. No	DESCRIPTION	DETAILS
1	Owner	Director, Indian Institute of Management Udaipur (IIMU)
2	Project Manager	Nominated Person by IIMU
3	Design Consultant	Consultants, appointed by IIMU as Design Consultant.
4	Engineer In charge	Authorized representative appointed by Indian Institute of Management UDAIPUR
5	Accepting Authority	Director, Indian Institute of Management Udaipur (IIMU)
6	Percentage on cost of materials and Labour to cover all overheads and profits	15%
7	Rates considered for Estimate	DSR 2016& Market Rates as applicable.

CLAUSE 4.2: Performance Guarantee

1	Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance	7(seven) Days
2	Maximum allowable extension beyond the period provided in 1 above	5 (Five) Days with late fee @ 0.1% per day of the Performance Guarantee amount.

CLAUSE 4.4: Compensation for Delay and Incentive for early completion

1	Authority for fixing compensation under this clause	Director, Indian Institute of Management Udaipur
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CLAUSE 4.8: Time and Extension for Delay

1	Number of days from the date of issue of letter of acceptance for reckoning date of start.	5 (five) days.
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1	Total Time allowed for execution of work	75 (Seventy Five)days
2	Authority to decide Extension of Time	Director, Indian Institute of Management Udaipur (IIMU)
3	Rescheduling of Milestones	Not Applicable

CLAUSE 4.11: Payment on Intermediate Certificate to be regarded as Advances

1	Gross work to be done together with net payment / adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment.	Rs. 10 Lakhs. Per Running Account Bill Duration between two Running Account Bills is minimum 15days
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CLAUSE 4.17 & 4.18: Mobilization Advance or Secured Advance.

1	Mobilization Advance or Secured advance on Non-perishable materials.	NIL
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CLAUSE 4.19: Payment due to increase/decrease in Prices/ Wages (excluding materials covered under clause after Receipt of Tender for Works):

1	Payment due to increase/decrease in Prices/ Wages (excluding materials covered under clause after Receipt of Tender for Works)	Not Applicable
---	--------------------------------------------------------------------------------------------------------------------------------	----------------

CLAUSE 4.21: Work to be executed in accordance with Specifications, Drawings, and Orders etc

1	Specifications	As per Detailed Specifications and related IS codes.
---	----------------	------------------------------------------------------

CLAUSE 4.22: Deviations/Variations/ Extent and Pricing

1	Deviation limit beyond clause 4.22 shall apply for works	Unlimited
---	----------------------------------------------------------	-----------

CLAUSE 4.26: Action in case work not done as per Specifications

1	Competent Authority for deciding reduced rates.	Engineer in Charge
---	-------------------------------------------------	--------------------

CLAUSE 4.28: Contractors to Supply Tools & Plants etc.

1	List of machinery, tools & plants to be deployed by the contractor at site	As required and/or instructed to provide to complete the works
---	----------------------------------------------------------------------------	----------------------------------------------------------------

CLAUSE 4.37: Settlement of Disputes

1	Settlement of Disputes	Committee appointed by IIMU
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Employment of Technical Staff and employees

Requirement of Technical Representative(s) in progressive manner in satisfaction of Project Manager & Engineer-In-Charge with its recovery Rate.

S. N o.	Minimum Qualification of Technical Representative	Discipline	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause	
1	Project Manager	Degree / Diploma in Civil Engg	Ten Years	One	Rs. 30,000/- p.m.	.
2	Supervisor	Experience in installation of uPVC windows	3Years	Five	Rs. 12,000/- p.m.	

(TABLE-1)

**LIST OF MINIMUM REQUIREMENT OF PLANT AND EQUIPMENT TO BE OWNED
/ TAKEN ON LEASE BY THE CONTRACTOR**

Sl. No.	Equipment	Numbers (Minimum)
1	Hand Held Drilling, cutting and Finishing tools	1
2		
3		
4	Sufficient quantity of scaffolding, platforms, and Ladders	
5	Any Other Equipment	

Note: The above list is only indicative and not exhaustive.

SECTION 3
GENERAL RULES & DIRECTIONS

In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on behalf of such partner by a person holding a valid power of attorney from such absentee partner specifically for the purposes of the tender. Such power of attorney shall be produced along with the tender. Any firm participating in the bid process pursuant to the tender shall be duly registered under the Indian Partnership Act, 1952.

Receipts for payment made on account of completed Work, when executed by a firm, must also be signed by all the partners, except where 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 due authority to give effectual receipts for the firm.

1. Any person who submits a tender shall fill up the rates in the Schedule of quantities. Tenders, which propose any alteration in the Work specified in the Schedule of Quantities or in the time allowed for executing the Work or which contain any other conditions of any nature, including conditional rebates, shall be liable to be summarily rejected.
2. Being an Item Rate Tender, only rates quoted shall be considered. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In event, no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) shall be considered to be zero and Work shall be required to be executed accordingly.
3. All rates shall be quoted on the tender form. The amount for each item shall be worked out and requisite totals given specifically. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word 'Rs.' should be written

before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs 2.15 P' and in case of words, the word, 'Rupees' should precede and the word 'Paisa' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it should invariably be up to two decimal places. While quoting the rate in Schedule of Quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.

4. If the Tender of the successful Tenderer is seriously unbalanced in relation to estimate of the cost of Work to be performed under the tender, the Owner may require the Tenderer to produce detailed price analyses for any or all items of the of Quantities, to demonstrate the internal consistency of those prices with the implementation/construction methods and the schedule proposed.
5. The IIMU will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money shall there upon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned above. In the event of a tender being rejected, the earnest money shall thereupon be returned to the respective tenderers without any interest on such earnest money.
6. The IIMU shall have the right of rejecting all or any of the tenders and shall not be bound to accept the lowest or any other tender.
7. In the case of any tender where unit rate of any item/items appear unrealistic, such tender shall be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such a tender shall be liable to be disqualified and rejected.
8. The tenderers shall sign a declaration under the Officials Secret Act, 1923, for maintaining secrecy of the tender documents, drawings or other records connected with the Work awarded to the tenderer.
9. Use of correcting fluid, anywhere in tender document shall not be permitted. Such tender shall be laible to be rejected .
 - i. The Contractor whose tender is accepted, shall be required to furnish performance guarantee of 5% (five percent) of the tendered amount within the period specified herein. Such performance guarantee shall be in the form of Banker's cheque of any nationalized bank/demand draft of any nationalized bank/ fixed deposit receipts or guarantee bonds of any nationalized bank in accordance with the prescribed form.

- ii. The tenderer whose tender is accepted shall be required to furnish by way of Security Deposit for the fulfillment of the Contract, an amount equal to 5% of the tendered value of the work. The Security Deposit shall be collected by deductions from the running bills of the Contractor at the rates mentioned above and the earnest money deposited at the time of tenders, shall be treated as a part of the Security Deposit. The Security Deposit may also be furnished in form of bank guarantee.
- 10. Upon acceptance of the tender, the name of the accredited representative(s) of the tenderer, responsible for taking instructions from the Engineer-in-Charge, shall be communicated in writing to the Engineer-in-Charge/Design Consultant with a copy to the Owner.
- 11. GST in respect of the Contract shall be payable by IIMU and shall be reimbursed upon submission of documentary evidence.
- 12. The Tender for the Work shall not be witnessed by a tenderer (s) who are participating in the tender for the same Work. Failure to comply with this condition shall render the tenders of both the rendering as well as the tendering witnessing liable to be summarily rejected.
- 13. The Contractor shall comply with the provisions of the Apprentices Act, 1961, and the rules and orders issued there under from time to time. Any failure to so shall amount to a breach of the Contract and the Owner may in its discretion, without prejudice to any other right or remedy available in law, cancel the Contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation under the provisions of the Apprentices Act, 1961.

General instructions for filling of Tender:

The tender shall be written in English language. All other information such as documents and drawings supplied by the tenderer shall also be in English language only. Drawings and design shall be dimensioned according to the metric system of measurements. Tender shall be forwarded under cover or a letter typewritten on the tenderer's letterhead and duly signed by the tenderer. Signature must be in long hand, executed in ink by a duly authorized principal/representative of the tenderer. No oral, telegraphic or telephonic tenders or subsequent modifications there to shall be entertained. If a tender is submitted on behalf of the firm, then all the partners shall sign the Tender or the Tender may be signed by one of the partners in whose favour all the remaining partners have given such signing partner a valid General Power of Attorney. In case of tender submitted by a company, the person who has been authorized by the Board of Directors through a resolution shall sign the tender. Copy of power of attorney/resolution as the case may be, and the authority letter in favour of the person signing must accompany the tender.

The Tenderer shall quote the rate both in words and in figures, with reference to each item for all the items shown in the attached Schedule of Quantities. Incomplete offer under the tender shall be liable for rejection. Quantities shown in the schedule of Quantities are approximate and can increase or decrease (i.e. the rates are firm and are independent of quantity). No claim shall be entertained for any item of work due to variation in the quantities.

The tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person(s) duly authorized to sign under a valid Power of Attorney/Board Resolution on behalf of the Tenderer. The person or persons signing the tender shall initial at all pages of the tender document and an initial shall be affixed at all such places where any insertions, corrections or amendments are made by hand.

The tenderer shall sign at the bottom right hand corner of every page of the tender documents in token of acceptance of tender conditions and for the purpose of identification.

General instructions:

The offer shall remain valid for acceptance for a period of **75 (Seventy Five)75 (Seventy Five) days** from the date of opening of the Financial bid.

The Contractor shall give his address for communication along with telephone/e-mail address and all communication made by **IIMU** to the said address by registered post acknowledgement due, speed post, courier or any other mode of service shall be deemed to have been effected provided that communication made by mobile, telephone or e-mail shall be followed by a written communication through courier/post. All correspondence addressed to **IIMU** shall be in the name of **Director, IIMU** at the **Proposed Permanent Campus, Village Balicha, Udaipur-313003, Rajasthan**.

Submission of a tender by a tenderer implies that it has read all the terms and conditions contained in this document and all other contract documents and has acquainted itself of the nature, scope and specifications of the Works to be executed. The Contractor shall also be deemed to have acquainted itself of the local conditions and other factors, which might have a bearing on the execution of the Works. **IIMU** shall in no event be held liable for any loss/damage/harm for costs or otherwise caused to the Contractor due to such non-acquaintance.

Against the loss/damage/harm caused, **IIMU** shall not be liable for any act or omission of the act of the Contractor in so far as any violation of any of the aforementioned act.

Tender Contracts, which are found to be vague, irrelevant and incomplete shall be summarily rejected.

Unless otherwise stated, the contract shall be for the whole Work as described in the "Schedule of items of Works" and under the drawings. The Contractor shall be bound to complete the whole Work within such stipulated time as set out in the schedule of items of Works and the drawings, including such additional items as may be necessary, if any, as per drawings and instructions. The issuance of certificate of completion as issued by the Engineer-in-Charge and Design Consultant shall be mandatory for indicating the successful completion of work and such certificate of completion will be conclusive proof of completion of Work.

The work to be carried out under the Contract shall, except as otherwise provided in these conditions shall include all Labour, materials, tools, plants, equipment, transport and royalties which may be required in preparation of the full and entire execution and completion of the Works. The descriptions given in the Schedule of Quantities shall, unless otherwise stated be held to include wastage of materials, carrying and all other Labour necessary for the full and entire execution and completion of the Work as aforesaid in accordance with the specifications, good practice and recognized principles.

The Contractor shall be deemed to have satisfied itself before submission of the tender as to the correctness and sufficiency of the tender for the Works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the Works. Under no circumstances shall the Contractor withdraw from the Contract once the tender is accepted. In the event of withdrawal or default by the Contractor, the deposit of earnest money made by the Contractor shall stand forfeited.

No cost payable for preparing tender: The tenderer shall not be entitled to claim any costs, charges, expenses in connection with preparation and submission and subsequent clarification of its tender in the event of withdrawal of the invitation of tenders by IIMU.

The Contractor shall comply with the provisions of the Apprentices Act, 1961, Minimum Wages Act, 1948, Workmen's Compensation Act, 1923, Contract Labour (Regulation and Abolition) Act, 1970, Payment of Wages Act, 1936, Owner's Liability Act, 1938, Maternity Benefits Act, 1961, and the Industrial Disputes Act, 1947, Child Labour (Prohibition and Regulation) Act, 1986, Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the Building and other Construction Workers Welfare Cess Act, 1996 as may be applicable and the rules and regulations issued there under from time to time. The list of the statutes mentioned above is an indicative list and all enactments applicable for workmen shall be complied with by the tenderer. Any failure to comply with such statutes shall amount to breach of the Contract and the Engineer-in-Charge may, at his discretion, terminate the Contract without any prior notice being furnished to the Contractor. The Contractor shall also be liable for any pecuniary liability arising on account

of violation of any of the said statutes and shall indemnify and keep the IIMU indemnified for any loss or damage arising on account of the same.

The provisions in the Tender documents shall prevail over the contents of the above paragraphs if there is any contradiction or variation in the conditions mentioned hereinabove and those contained in the Contract Documents.

SECTION 4
GENERAL CONDITIONS OF CONTRACT

Definitions

The Contract means the documents forming the tender and acceptance thereof and the formal the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the IIMU/ Engineer-in- Charge / Design Consultant and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them: -

Work:

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

Site:

The Site shall mean the land, adjacent land, path, street or other places, the exclusive right and/or the ownership of which vests with IIMU through which work is to be executed under the contract and which may be allotted or used for the purpose of carrying out the work(s) under the contract.

Contractor:

The Contractor shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.

Owner/ Owner:

Owner shall mean IIMU. IIMU means Indian Institute of Management UDAIPUR.

Project Manager:

Means nominated person appointed by IIMU.

Design Consultants:

Design Consultants shall mean specialist architects, associate architects and their authorized consultants and Engineers appointed by the **IIMU** to design and monitoring the Architectural, Structural, Electrical, Plumbing, Acoustic, HVAC, Landscape and Infrastructure works and also to check quality, project scheduling, cost control, installation of systems and Equipment in the Works and ensure that the same is done as per the drawings approved.

Engineer-in-Charge:

Engineer-in-Charge (EIC) shall mean the authorized representative appointed by IIMU, who shall supervise and be in charge of the work. Engineer-in-Charge will administer the contract with the assistance of his authorized subordinate Engineers.

Accepting Authority:

Accepting Authority shall mean the authority mentioned in Schedule 'F'.

Excepted Risk:

Excepted Risk are risk due to riots (other than those on account of Contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Owner damage from aircraft, acts of God, such as earthquake, lightening and unprecedented floods and other causes over which the Contractor has no control and accepted as such by the Accepting Authority (i.e. either the Owner or an Agency appointed by the Owner) or causes solely due to use or occupation by Owner of the part of the Work in respect of which a certificate of completion has been issued or a cause solely due to Owner's faulty design of works..

Market Rate:

Market rate shall be the rate as decided by the Engineer-in-Charge in consultation with Design Consultant on the basis of the cost of materials and Labour at the site where the Work is to be executed plus the percentage mentioned in Schedule 'F' to cover all overheads and profits of the Contractor and approved by the IIMU.

Tendered value:

Tendered value / Contract value means the value of, the entire Work as stipulated in the letter of award.

Date of commencement of work:

The Date of commencement of work shall be the date when contract comes into existence i.e. the date the Letter of Acceptance by IIMU is awarded or the first date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicated in the tender document.

Nominated Sub-Contractor:

Nominated Sub-Contractor shall mean any person or agency appointed by IIMU for the execution of any particular Work or providing any services under the Contract.

Samples:

Samples are physical samples, which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

Shop drawings:

Shop drawings means those drawings or other documents which are specifically prepared by or on behalf of the Contractor to illustrate details of construction for the purpose of fabrication or installation or any other construction related works mentioned in the Tender which required by the Design Consultant and are submitted to the Engineer In charge for the approval/suggestion/verification from Design Consultant as the Contractor's intended method of achieving the end result required by the Contract Drawings and Specifications.

Submittals:

Submittals includes progress schedules, setting out drawings, shop drawings, testing and inspection reports, and other information required by the Contract Documents to be submitted by the Contractor for information or approval by the Engineer in Charge.

Virtual Completion:

Virtual Completion shall mean completion of the Works as per drawings and specifications to the entire satisfaction of Engineer in Charge/ Design Consultant/ IIMU whose decision shall be final and binding on the parties in this regard and particularly the act of securing by the Contractor to get the virtual completion certificate from the Engineer in charge and submission of the same to the IIMU to start the Defect liability period of the contract.

Final Completion:

Final Completion shall mean the completion of the Works and any necessary rectification directed to be carried out during the Defects Liability Period and any extension thereof by the Contractor and securing of such final completion certificate from the Engineer in Charge/ Design Consultant/ IIMU, and also obtaining the final handing over of the Works to the IIMU, and the acceptance of the same.

Works to be carried out

The Work to be carried out under the Contract shall, except as otherwise provided in these conditions shall include all Labour, materials, tools and plants, equipment and transport to be provided at the cost and expense of the Contractor which may be required in preparation of and for and in the full and entire execution and completion of the Works. The descriptions given in the Schedule of Quantities shall unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other Labours necessary in and for

the full and entire execution and completion of the Works as aforesaid in accordance with good practice and recognized principles.

Sufficiency of Tender:

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities and Tender Documents, which rates and prices shall, except as otherwise provided, cover all its obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works.

Discrepancies and Adjustment of Errors:

The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.

In the case of discrepancy between the schedule of Quantities, the Specifications and / or the Drawings, the following order of preference shall be observed: -

- I) Description of Schedule of Quantities
- ii) Particular Specification and Special and Additional Conditions, if any
- iii) Drawings
- iv) Specifications
- v) Indian Standard Specifications of B.I.S

If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.

Any error in description, quantity or rate in Schedule of Quantities or any Omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

CLAUSES OF CONTRACT

CLAUSE.4.1. EARNEST MONEY

The earnest money is paid by each tenderer to enable the IIMU to ensure that a tenderer does not back out of his tender before its acceptance, or refuse to execute the work after it has been awarded to him.

Deposit of earnest money

Earnest Money can be paid in the form of Demand Draft or Pay order or Banker's Cheque drawn in favor of Indian Institute of Management Udaipur along with Bank Guarantee of any Nationalized Bank wherever applicable. It shall be scanned and uploaded to the e-Tendering website within the period of tender submission and original should be deposited in office of IIMU.

A part of earnest money is acceptable in the form of bank guarantee also. In such case, a part of the EMD equal to, **Rs 140,000/ (Rupees one lakh forty thousand only)- or 2% of Estimated Cost put to tender, whichever is less,** will have to be deposited in the form of Treasury Challan or Deposit at Call receipt or Demand Draft or Pay order or Banker's Cheque drawn in favor of Indian Institute of Management, Udaipur. The intending tenderer has to fill all the details such as Banker's name, Treasury Challan / Deposit at Call receipt / Demand Draft / Pay Order / Banker's Cheque / Bank Guarantee number, amount and date.

The Earnest Money will be returned to the unsuccessful tenderers within fifteen days from the date of award of tender. Entry of Demand Draft received as earnest money with the tenders may be kept in the Tender Opening Register, and these need not be deposited in the bank except for the successful tenderer. The Earnest Money deposited by successful tenderer will be converted to security deposit. The successful tenderer shall furnish the required Performance Guarantee and attend the office of the IIMU for execution of the contract documents and duly enters into the contract within such time as per Schedule-F .

Forfeiture of earnest money

If any tenderer withdraws his tender before the expiry of the validity period, or before the issue of letter of acceptance, whichever is earlier, or makes any modification in the terms and conditions of the tender which are not acceptable to the IIMU, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the retendering process of the work.

If contractor fails to furnish the prescribed performance guarantee within the prescribed period, the earnest money is absolutely forfeited automatically without any notice.

In case the tenderer fails to commence the work specified in Schedule-F or such time period as mentioned in letter of award, after the date on which the Engineer-in-charge issues written orders to commence the work, or from the date of handing over of the site, whichever is later, the **IIMU** shall, without prejudice to any other right or remedy, be at liberty to forfeit whole of the earnest money absolutely.

If only a part of the work as shown in the tender is awarded, and the contractor does not commence the work, the amount of the earnest money to be forfeited should be worked out with reference to the estimated cost of the work so awarded.

In case of forfeiture of earnest money as prescribed in above, the tenderer shall not be allowed to participate in the retendering process of the work.

CLAUSE.4.2. Performance Guarantee

(I)The contractor whose tender is accepted will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of Guarantee Bonds of any Nationalized Bank in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F' including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.

(II)The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets extended, the contractor shall get the validity of Performance Guarantee extended to cover such extended time for completion of work. After recording of the completion certificate for the work by the Engineer In charge, the performance guarantee shall be returned to the contractor, without any interest.

iii)The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the IIMU is entitled under the contract (not withstanding

and/or without prejudice to any other provisions in the contract agreement) in the event of:

(a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.

(b) Failure by the contractor to pay IIMU any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.

(iv) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the IIMU.

CLAUSE.4.3. Security Deposit

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit IIMU, at the time of making any payment to him for work done under the contract to deduct a sum at the rate 5% (Five Percent) of the gross amount of each running bill, till the sum along with the sum already deposited as earnest money, will amount to security deposit of 5% (Five Percent) of the tendered value of the work. Earnest money shall be adjusted first in the security deposit and further recovery of security deposit shall commence only when the up-to-date amount of security deposit starts exceeding the earnest money. Such deductions will be made and held by IIMU by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in the form of Government Securities. In case a fixed deposit receipt of any Bank is furnished by the contractor to the IIMU as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the IIMU to make good the deficit.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may be come due to the contract or by Owner on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contract or shall within 10 days make good in fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favor of the IIMU, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the Earnest money deposited at the time of tenders will be treated as part of the Security Deposit.

The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs.5 lac subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs.5 lac. Provided further that the validity of bank guarantee including the one given against the earnest money shall be in conformity with provisions contained in clause which shall be extended from time to time depending upon extension of contract granted under provisions of clause (Time and Extension for delay).

Security deposit shall be released as follows:

Security deposit shall be released after the completion of the Defects Liability period

CLAUSE.4.4. Compensation for Delay

If the contractor fails to maintain the required progress in terms of clause (Time and Extension for delay) or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Owner on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the authority specified in schedule 'F' (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/month (as applicable) that the progress remains below that specified in Clause (Time and Extension for delay) or that the work remains incomplete.

This will also apply to items or group of items for which a separate period of completion has been specified.

Compensation for delay of work @ 1.0 % per week of delay to be computed on per day basis.

Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% (Ten Percent) of the Tendered Value of work or of the Tendered Value of the item or group of items of work for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the IIMU. In case, the contractor does not achieve a particular milestone mentioned in schedule F, or the re-scheduled milestone(s) in terms of Clause (Time and Extension for delay), the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of Time. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently

also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

In the event of any default of non-payment of such compensation by the Contractor, the Owner shall be fully authorized and entitled to recover such amount of compensation from the bill amounts due payable by the Owner to the Contractor.

The completion period of the entire work shall be as stipulated in the scheduled. The time limit specified above and as approved in writing by IIMU, shall be strictly adhered to and followed. Liquidated Damages will be applicable, item wise and against item wise time schedules. Accordingly, the Damages will be based on the value of the Item for which delay has occurred.

The penalty shall be recoverable from the Security Deposit provided by the Contractor and if the Security Deposit is not sufficient, then from the Performance Bank Guarantee or any sum payable to the Contractor under this Contract with the IIMU.

CLAUSE.4.5. When Contract can be Determined

Subject to other provisions contained in this clause, the IIMU may without prejudice to any other rights or remedy contained in this Agreement against the Contractor in respect of any delay, inferior workmanship or any claims for damages and/or any other provisions of this contract or otherwise, whether or not the date of completion has or has not elapsed, may determine the contract by notice in writing absolutely in any of the following cases:

- (i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkmanlike manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- (ii) If the Contractor has, without reasonable cause suspended the progress of the Work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (whose decision shall be final and binding) he will be unable to secure completion of the work by the date of completion and continues to do so even after a notice in writing of seven days from the Engineer-in-Charge.
- (iii) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.
- (iv) If the contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the

contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.

- (v) If the contractor shall offer or give or agree to give to any person in service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract.
- (vi) If the contractor shall enter into a contract with Owner in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge
- (vii) If the contractor shall obtain a contract with Owner as a result of wrong tendering or other non-bonfire methods of competitive tendering or commits breach of integrity pact.
- (viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- (ix) If the Contractor being a company shall pass a resolution for winding-up, or the court shall make an order that the company shall be wound up or if a receiver, or a manager on behalf of a creditor shall be appointed, or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager, or which entitle the court to make a winding up order.
- (x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- (xi) If the contractor assigns, transfers, sublets (engagement of Labour on a piece-work basis or of Labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge.

When the Contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge / Design Consultant on behalf of the IIMU shall have powers.

- (a) To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Owner.
- (b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.

In the event of anyone or more of the above course(s) of action(s) being adopted by the Engineer-in-Charge the Contractor shall have no right to claim compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagement or made any advances on account or with a view to the execution of the Work or the performance of the contract. In the event action is taken under any of the provisions aforesaid, the Contractor shall neither be entitled to recover nor be paid any sum for any work thereof actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such Work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.

CLAUSE.4.6. Work cannot be Started Due to Reasons not Within the Control of the Contractor.

In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work, either party may close the contract. In such eventuality, the Earnest Money Deposit and the Performance Guarantee of the contractor shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all.

CLAUSE.4.7. Contractor Liable to Pay Compensation even if Action not taken as

Clause-4.5 (When Contract Can Be Determined)

In any case in which any of the powers conferred upon the Engineer-in-Charge by Clause- 4.5 (when contract can be determined) thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole

discretion of the Engineer-in-Charge which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor 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 the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

CLAUSE.4.8. Time and Extension for Delay

The time allowed for execution of the Works as specified in the time frame or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in tender or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Owner shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee absolutely.

As soon as possible after the Contract is concluded, the Contractor shall submit a Time and Progress Chart for each mile stone and get it approved by the Engineer in charge. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Owner and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programmed has been agreed upon) complete the work as per mile stones given in tender.

If the work(s) be delayed by: -

- (i) Force majeure, or
- (ii) Abnormally bad weather, or
- (iii) Serious loss or damage by fire, or

(iv) Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or

(v) Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract, or

(vi) Any other cause which, in the absolute discretion of the Engineer-in-Charge is beyond the Contractor's control.

Then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the authority as indicated in tender but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

Request for rescheduling of Mile stones and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed form to the authority as indicated in Schedule F. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

In any such case the authority as indicated in Schedule F may give a fair and reasonable extension of time and reschedule the mile stones for completion of work. Such extension shall be communicated to the Contractor by the engineer in charge /authority as indicated in tender in writing, within one months of the date of receipt of such request. Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the engineer in authority as indicated in Schedule F and this shall be binding on the contractor.

CLAUSE.4.9. Completion Certificate

Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge and within tendays of the receipt of such notice, the Engineer-in-Charge shall inspect the work and if there is no defect in the work, shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises all surplus materials, rubbish

CLAUSE.4.10. Payment of interim and final bill

Each bill shall be accompanied by the following documents.

Physical Progress Report along with relevant Photographs.

Copies of quality control tests in specified format covering the Work done since last bill.

Copies of instructions recorded in the site instruction book containing the instructions and compliance made thereof, covering the Work done since last bill.

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within onemonths of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-Charge whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will, as far as possible be made within the period of 3 months, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge, complete with account of materials issued by the Owner and the dismantled materials.

The final bill shall be accompanied by:

All-technical documents on the basis of which the Work was carried out.

1. As-built drawings. Three sets of construction and installation drawings for all Kitchen Equipment Works, showing therein modifications, corrections and additions signed and confirmed by the Engineer-in-Charge to be "as built" drawings. The entire documentation shall be submitted in Compact Discs (CD), using latest version of AUTOCAD software.
2. Completion certificates for embedded and covered-up Works issued by the Engineer-in-Charge.
3. Certificates for tests carried out for various items of Work.
4. Manufacture's operating and maintenance manuals as well as guarantee/warranty papers, commissioning and handing over reports for whatever equipment/Materials installed.
5. Security Deposit of 5 % (Five percent) of the Contract Value in the form of bank guarantee valid for a Defect liability period from the date of certificate.

CLAUSE.4.11. Materials supplied by Owner

No material is planned to be procured by the Owner for supply to the contractor.

CLAUSE.4.12. Materials to be provided by Contractor

The contractor shall, at his own expense, provide all materials, required for the works other than those which are stipulated to be supplied by the Owner.

All materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Engineer-in-Charge furnish proof, to the satisfaction of the Engineer-in-Charge/ that the materials so comply. The Engineer-in-Charge shall within ten days of submission of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-Charge for his approval, fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Engineer-in-Charge shall be issued after the test results are received.

The Contractor shall at his risk and cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-Charge. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-Charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer in- Charge or his authorized representative shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access.

The Engineer-in-Charge shall be empowered to order the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Engineer-in-Charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Engineer-in-Charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.

The contractor shall at his own expense, provide a material-testing lab at the site for conducting routine field tests. The lab shall be equipped at least with the testing equipment as specified.

CLAUSE.4.13. Mobilization Advance

No mobilization advance shall be paid for this work. If the performance of the work done is found unsatisfactory during free maintenance/ warrantee/ guarantee period & during operation & maintenance part of the agreement, the same will be got done from another agency at the risk & cost of the contractor & shall be deducted from available security deposit.

CLAUSE.4.14. Payment due to Variation in Prices of Materials after receipt of tender

There will be no Variation in Prices/Rates of any Items of work, and the prices shall remain firm during the currency of the Contract and also for the extended period of Contract.

CLAUSE.4.15. Work to be executed in Accordance with Specifications, Drawings, and Orders etc.

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing given by Engineer-In-Charge in respect of the work and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions.

The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all Labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

The contractor shall have to produce and take an approval of the required shop drawings to execute the work. The Design Consultant as per requirements will give the conceptual drawing in AutoCAD format to the contractor to produce the detailed shop drawings. Contractor has to plan a schedule in advance for the necessary Shop Drawing and has to submit to the Engineer-In-Charge to get approval from Design Consultant if required for an approval of execution at-least fifteen days before the actual execution day.

CLAUSE.4.16. Deviations / Variations Extent and Pricing

The Owner/Engineer in charge/Design Consultant shall have power

(I) To make alteration in, omissions from, additions to or substitutions for the original specifications, drawings, designs and instructions during the progress of the Work at any

time as thought fit by the Owner either prior to execution, or on execution or after execution of the Contract Documents, and

(II) To omit a part of the Work(s) for any reasons as the Owner may think fit, and Contractor shall be bound to carry out the Works in accordance with any instructions given to him in writing by the Engineer-in-Charge and such alterations omissions, additions or substitutions shall form an integral part of the contract as if the same has been originally provided therein and any altered, additional or substituted Work which the Contractor may be directed to do in the manner specified above as part of the Works, shall be carried out by the Contractor on the same conditions in all respects including price on which he agreed to do the main Work except as hereafter provided.

The time for completion of the Works shall in the event of any deviations resulting in additional cost over the Tendered Value of the sum being ordered, be extended/enhanced, if requested by the Contractor, as follows:

- (I) in the proportion, which the additional cost of the altered, additional or substituted Work, bears to the original Tendered Value plus
- (II) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.

Deviation, Extra items and Pricing

In the case of extra items (items that are completely new, and are in addition to the items contained in the contract) the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and the engineer-in-charge shall within one month of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and will send for the final approval to the Owner. The contractor shall be paid in accordance with the rates approved by the Owner.

In the case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the following para.

Deviation, Substituted items, Pricing

- (a) If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

- (b) If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted). **Deviation, Deviated Quantities, Pricing**

In the case of contract items, substituted items, contract cum substituted items, which exceed the limits laid down in Schedule-F, the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities, the Engineer-in-Charge shall within one month of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined and approved as above..

The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Schedule-F, and the Engineer in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.

The contractor shall send to the Engineer-in-Charge once every three months, an up to date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the Engineer-in-Charge which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the Owner may authorize consideration of such claims on merits.

Any operation incidental to or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, has to be in contemplation of the tenderer while filing the tender. Such operations shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.

CLAUSE.4.17. Foreclosure of Contract due to Abandonment or Reduction in Scope of Work(s).

If at any time after acceptance of the tender, the Owner decides to abandon or reduce the scope of the Work(s) for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer in-Charge shall give notice in writing to

that effect to the Contractor and the Contractor shall act accordingly in the matter. The Contractor shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the Works in full but which he did not derive in consequence of the foreclosure of the whole or part of the Works.

The Contractor shall be paid at contract rates for the full amount for Work(s) executed at site and, in addition, a reasonable amount as certified by the Engineer-in-Charge for the items hereunder mentioned which could not be utilized on the Work to the full extent in view of the foreclosures:

- i) The Owner shall have the option to take over Contractor's materials or any part thereof either brought to site or of which the Contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however, the Owner shall be bound to take over the materials or such portions thereof as the Contractor does not desire to retain. For materials taken over or to be taken over by the Owner, the cost of such materials as detailed by Engineer-in-Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the Contractor.
- ii) If any materials supplied by Owner are rendered surplus, the same except normal wastage shall be returned by the contractor to Owner at rates not exceeding those at which these were originally issued, less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor. In addition, cost of transporting such materials from site to Owner stores, if so required by Owner, shall be paid.

The Contractor shall, if required by the Engineer-in-Charge, furnish to him books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.

CLAUSE.4.18. Carrying out part work at risk & cost of contractor.

If Contractor

- i. At any time makes default in processing the Work(s) or any part of the Work with the due diligence and continues to do so after a notice in writing of 7 days from the Owner/Engineer-in-Charge; or
- ii. Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Owner/Engineer-in-Charge; or

- iii. Fails to complete the Work(s) or items of Work, with individual dates of completion, on or before the date(s) of completion assigned to them, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.

The Engineer- in-Charge without invoking action under clause (when Contract can be determined Clause no. 4.5) may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to Owner, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to:

- a) Take possession of the site and any materials, constructional plant, implements, stores, etc. thereon and/or
- b) Carry out the part work/ part incomplete Work of any item(s) by any means at the risk and cost of the Contractor.

The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by Owner because of action under this clause shall not exceed 10% (Ten Percent) of the tendered value of the work.

In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the Authority are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

Any excess expenditure incurred or to be incurred by Owner in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by Owner as aforesaid after allowing such credit shall without prejudice to any other right or legal remedy available to Owner as per agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust

the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

In the event of above course being adopted by the Engineer-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 engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

Where the Contract is rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be encashed and balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing balance work and any other work for IIMU.

In the event of above course being adopted by the Engineer-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 engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

CLAUSE.4.19. Suspension of Work

(i) The Contractor shall, on receipt of the order in writing of the Owner/Engineer-in-Charge (whose decision shall be final and binding on the Contractor) suspend the progress of the Works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage, harm or injury to the Work already completed or endanger the safety thereof for any of the following reason:

- a. On account of any default on the part of the Contractor or;
- b. For proper execution of the Works or part thereof for reasons other than the default of the Contractor; or
- c. For safety of the Works or part thereof.

The Contractor shall, during such suspension, properly protect and secure the Work(s) to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge.

(ii) If the suspension is ordered for reasons as per Clauses in above;

- (a) The Contractor shall be entitled to an extension of time equal to the period of every such suspension plus 25% for completion of the item or group of items of Work(s)

for which a separate period of completion is specified in the contract and of which the suspended Work forms a part, and;

- (b) If the total period of all such suspensions in respect of an item or group of items or Work(s) for- which a separate period of completion is specified in the contract exceeds thirty days, the Contractor shall, in addition to the compensation payable under the Contract be entitled to such compensation as the Engineer-in-Charge may consider reasonable in respect of salaries and/or wages paid by the Contractor to his employees and labour at site, remaining idle during the period of suspension by adding thereto 2% to such compensation payable to cover indirect expenses of the Contractor; provided the Contractor submits his claim supported by details to the Engineer-in-Charge within fifteen days of the expiry of the period of 30 days.

(iii) If the Work(s) or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for reason as per Clause the Contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer-in-Charge of the said notice, to proceed with the Work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time the Contractor, if he intended to treat the suspension, where it affects only a part of the Works as an omission of such part by the Owner or where it affects whole of the Works, as an abandonment of the Works by the Owner, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Engineer-in-Charge. In the event of the Contractor treating the suspension as an abandonment of the contract by the Owner, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of Work in full, but which he could not derive in consequence of the abandonment. The Contractor shall, however, be entitled to such compensation, as the Engineer-in-charge may consider reasonable in respect of salaries and or wages paid to his employees and labour at site remaining idle in consequence by adding 2% to the total thereof to cover indirect expenses of the Contractor provided the Contractor submits his claim supported by details to the Engineer-in-Charge within 15 days of the expiry of the period of three months.

Provided, further, that the Contractor shall not be entitled to claim any compensation from IIMU for the loss suffered by him on account of delay by IIMU in the supply of materials where such delay is covered by difficulties relating to the supply of wagons, force majeure including non-allotment of such materials by controlling authorities, acts of God, acts of enemies of the state/country or any reasonable cause beyond the control of the Owner.

Action in case work not done as per Specifications

All Works under or in course of execution or executed in pursuance of the Contract shall at all times be open and accessible to the inspection and supervision of the Engineer-in-charge, their authorized subordinates in charge of the Work and the Contractor shall at all times during the usual working hours and at all other times prior to a reasonable notice of the visit of such officers has 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 Contractors agent shall be considered to have the same force as if they had been given to the Contractor himself.

If it shall appear to the Engineer-In-Charge or their authorized subordinates in charge of the Work(s), that any Work(s) has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles of inferior quality, to those contracted, the Contractor shall on demand in writing, which shall be made within six months of the completion of the Work by the Engineer-in-Charge, remove and reconstruct Work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper Contractor and suitable materials or articles at his own charge and cost. In the event of failing to do so within a period specified by the Engineer-in charge in his demand aforesaid, then the Contractor shall be liable to pay compensation at the same rate as under clause of the Contract (for non-completion of the work in time) for such default.

In such case the Engineer-in Charge may not accept the item of Work at the rates applicable under the contract, but may accept such items at reduced rates as the Engineer-in-Charge may consider reasonable during the preparation of on account bills or final bill, if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or remove and re-executed at the risk and cost of the same will be final and binding on the contractor.

CLAUSE.4.20. Contractor Liable for Damages/ Defects during defects liability period

In the event the Contractor or his working people or servants shall break, deface injure or destroy any part of building in which they may be working, or any building road, road curb, fence, enclosure, water pipe, cables, drains, electric or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the Work any part is being executed, or if any damage shall happen to the Work while in progress, from any cause whatsoever, or if any defect, shrinkage or other faults appear in the Work within twelve months after a certificate final or otherwise of its completion has been given by the Engineer-in charge as aforesaid arising out of defect or improper materials or workmanship, the Contractor shall upon receipt of a notice in writing on that behalf by the Engineer-in-Charge make the same good at his own expense. In default of the

Contractor to make such payments, the Engineer-in Charge shall cause the same to be made good by other workmen and deduct the expense incurred from any sums that may be due and payable to the Contractor either from the bills due and payable to the Contractor or from his security deposit. The security deposit of the contractor shall not be refunded before the expiry of twelve months after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later.

Provided that in the case of road work, if in the opinion of the Engineer-in-Charge, half of the security deposit is sufficient, to meet all liabilities of the contractor under this contract, half of the security deposit will be refundable after six months and the remaining half after twelve months of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later.

In case of Maintenance and Operation works of E&M services, the security deposit deducted from contractors shall be refunded within one month from the date of final payment or within one month from the date of completion of the maintenance contract whichever is earlier.

CLAUSE.4.21. Contractor to provide tools & plants etc.

The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Owner), machinery, tools & plants as specified in Schedule-F. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or 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 Engineer-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 therefore 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 the measurement for 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 Engineer-in-Charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

CLAUSE.4.22. Recovery of Compensation paid to Workmen

In every case in which by virtue of the provisions sub-section (1) of Section 12, of the Workmen's Compensation Act, 1923, Owner is obliged to pay compensation to workman employed by the contractor, in execution of the works, Owner will recover from the contractor, the amount of the compensation so paid; and, without prejudice to the rights of the Owner under sub-section (2) of Section 12, of the said Act, Owner shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Owner to the contractor whether under this contract or otherwise. Owner shall not be bound to contest any claim made against it under sub-section (1) of Section 12, of the said Act, except on the written request of the contractor and upon his giving to Owner full security for all costs for which Owner might become liable in consequence of contesting such claim.

CLAUSE.4.23. Ensuring Payment and Amenities to Workers if Contractor fails

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, Owner is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H or under the C.P.W.D. Contractor's Labour Regulations, or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by C.P.W.D. Contractors, Owner will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Owner under sub-section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, Owner shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Owner to the contractor whether under this contract or otherwise Owner shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the Owner full security for all costs for which Owner might become liable in contesting such claim.

CLAUSE.4.24. Labour Laws to be complied with, by the Contractor

The contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

The contractor shall make provision for crèche for children of Labours working at site. Sufficient no of toys and play facilities along with required no of attended shall be made available.

Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

Child Labour:

No labour below the age of fourteen years shall be employed on the work.

Payment of wages:

(i) The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as defined in the Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

(ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.

(iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Central Public Works Authority contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorized made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

(iv) (a) The Engineer-in-Charge concerned 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 of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.

(b) Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid

on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned.

(v) The contractor shall comply with all the Central, State Laws & other statutory and regulatory provisions and Rules including but not limited to the provisions of the Payment of Wages Act, 1936, Minimum Wages Act 1948, Minimum Wages (Central) Rules, 1950, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, Child Labour (Prohibition and Regulation) Act, 1986 and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.

(vi) The contractor shall indemnify and keep indemnified Owner against payments to be made under and for the observance of the laws aforesaid.

(vii) The laws 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.

(viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar (head of the labour Gang) and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.

(ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty of Rs.200/- for each default and in addition, the Engineer-in- Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

The contractor shall submit of every month, to the Engineer-in-Charge, a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively: -

The number of Labourers employed by him on the work,

Their working hours,

The wages paid to them,

The accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and

The number of female workers who have been allowed maternity benefit according to Clause and the amount paid to them.

Failing which the contractor shall be liable to pay to Owner, a sum not exceeding Rs.200/- for each default or materially incorrect statement. The decision of the Engineer in Charge shall be final in deducting from any bill due to the contractor; the amount levied as fine and is binding on the contractor.

In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by Owner from time to time for the protection of health and sanitary arrangements for workers employed by the contractors.

In the event of the contractor(s) committing a default or breach of any of the provisions of the Central Public Works Authority, Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and' Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the Owner a sum not exceeding Rs.200/- for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per day for each day of default subject to a maximum of 5 per cent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.

Should it appear to the Engineer-in-Charge that the contractor(s) is/are not properly observing and complying with the provisions of the Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R& A) Central Rules 1971, for the protection of health and sanitary arrangements for work-people employed by the contractor(s) (hereinafter referred as "the said Rules") the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/observe the said Rules and to provide the amenities to the work-people as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/their own expense and to approved standards all necessary huts and sanitary arrangements required for his/their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Engineer-in-Charge shall

have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodeled and/or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

The contractor(s) shall at his/their own cost provide his/their labour with a sufficient number of huts (hereinafter referred to as the camp) of the following specifications on a suitable plot of land to be approved by the Engineer-in-Charge.

(i) (a) The minimum height of each hut at the eaves level shall be 2.10m (7 ft.) and the floor area to be provided will be at the rate of 2.7 sqm. (30 sq. ft.) For each member of the worker's family staying with the Labourers.

(b) The contractor(s) shall in addition construct suitable cooking places having a minimum area of 1.80m x 1.50m (6'x5') adjacent to the hut for each family.

(c) The contractor(s) shall also construct temporary latrines and urinals for the use of the Labourers each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women.

(d) The contractor(s) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.

(ii) (a) all the huts shall have walls of sun-dried or burnt-bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-Charge. In case of sun-dried bricks, the walls should be plastered with mud gobri on both sides. The floor may be kutcha but plastered with mud gobri and shall be at least 15 cm (6") above the surrounding ground. The roofs shall be laid with thatch or any other materials as may be approved by the Engineer-in-Charge and the contractor shall ensure that throughout the period of their occupation, the roofs remain water-tight.

(b) The contractor(s) shall provide each hut with proper ventilation.

(c) All doors, windows, and ventilators shall be provided with suitable leaves for security purposes.

(d) There shall be kept an open space of at least 7.2m (8 yards) between the rows of huts which may be reduced to 6m (20 ft.) according to the availability of site with the approval of the Engineer-in-Charge. Back to back construction will be allowed.

(iii) Water Supply - The contractor(s) shall provide adequate supply of water for the use of Labourers. The provisions shall not be less than two gallons of pure and wholesome

water per head per day for drinking purposes and three gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or river, tanks which may be of metal or masonry, shall be provided. The contractor(s) shall also at his/ their own cost make arrangements for laying pipe lines for water supply to his/ their labour camp from the existing mains wherever available, and shall pay all fees and charges therefore.

(iv) The site selected for the camp shall be high ground, removed from jungle.

(v) Disposal of Excreta - The contractor(s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration, which shall be

According to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed, the contractor(s) shall make arrangements for the removal of the excreta through the Municipal Committee/authority and inform it about the number of Labourers employed so that arrangements may be made by such Committee/authority for the removal of the excreta. All charges on this account shall be borne by the contractor and paid direct by him to the Municipality/authority. The contractor shall provide one sweeper for every eight seats in case of dry system.

(vi) Drainage - The contractor(s) shall provide package type STP plant of required capacity approved by engineer in charge for treating the sewage water and supply to the Owner free of cost for the use of gardening. The contractor will carry out maintenance of STP at his own cost. Contractor will keep the camp neat and tidy.

(vii) The contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.

(viii) Sanitation - The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.

The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. In respect of maintenance/repair or renovation works etc. where the labour have an easy access to the individual houses, the contractor shall issue identity cards to the Labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour. Engineer in charge will display a list of contractors working in the colony/Blocks on the notice board in the colony and also at the service center, to apprise the residents about the same.

Occupation of Buildings by Unauthorized persons

It shall be the responsibility of the contractor to see that the building under construction is not occupied by anybody unauthorized during construction, and is handed over to the Engineer-in-Charge with vacant possession of complete building. If such building though completed is occupied illegally, then the Engineer-in-Charge shall have the option to refuse to accept the said building/buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay, a levy up to 5% of tendered value of work may be imposed by the Engineer in charge whose decision shall be final both with regard to the justification and quantum and be binding on the contractor. However, the Engineer in charge through a notice may require the contractor to remove the illegal occupation any time on or before construction and delivery.

Employment of skilled/semi-skilled workers

The contractor shall, at all stages of work, deploy skilled/semi-skilled tradesmen who are qualified and possess certificate in particular trade from Training Institute/Industrial Training Institute/National Institute of construction Management and Research (NICMAR)/ National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/ certified by State/Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, it's scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer in charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer in-Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs. 100 per such tradesman per day. Decision of Engineer in Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.

CLAUSE.4.25. Minimum Wages Act to be complied with

The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed there under and other labour laws affecting contract labour that may be brought into force from time to time.

CLAUSE.4.26. Work not to be sublet

The contract shall not be assigned or sublet without the written approval of the IIMU. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or

advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any officer or person in the employ of Owner or any of its formally appointed consultants in any way relating to their office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge on behalf of the IIMU shall have power to adopt the course specified in Clause (when contract can be determined) hereof in the interest of Owner and in the event of such course being adopted, the consequences specified in the said Clause shall ensue.

CLAUSE.4.27. Compensation

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Owner without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

CLAUSE.4.28. Changes in firm's Constitution to be intimated

Where the contractor is a partnership firm, the previous approval in writing of the Owner shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause (Work not be sub late in case of insolvency) hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause (Work not be sublet in case of insolvency)

CLAUSE.4.29. Works to be executed under the Contract

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Engineer-in-Charge 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.

CLAUSE.4.30. Settlement of disputes & Arbitration

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the Work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or in relation to the contract, design, drawings, specification, estimates, instructions, orders or these conditions or otherwise concerning the Work or the execution or failure to execute the same whether arising during the progress of the Work or after the

cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter

(A) If the Contractor considers any Work demanded of him to be outside the requirements of the Contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the Work to be unacceptable he shall promptly within 15 days request the Owner in writing for written instruction or decision on such matters. Thereupon, the Owner shall give his written instructions or decisions within a period of one month from the receipt of the Contractor's letter.

If the Owner fails to give his instructions or decision in writing within the aforesaid period or if the Contractor is dissatisfied with the instructions or decision of the Owner, the Contractor may, within 15 days of the receipt of the Owner's decision, give notice to the Owner to appoint an Arbitrator failing which the said decision shall be final, binding and conclusive and not referable to adjudication by the Arbitrator.

(B) Except where the decision has become final, binding and conclusive in terms of Sub Para (A) above disputes or differences other than those which have become final binding and conclusive shall be referred for adjudication through Arbitration.

It is a term of this Contract that the party invoking Arbitration shall give a list of disputes with amounts claimed there under in respect of each such dispute along with the notice for appointment of Arbitrator and giving reference to the rejection by the Owner of the appeal.

It is also a term of this contract that If the Contractor does not make any demand for appointment of an Arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the claim of the Engineer-in-Charge, that the final bill is ready for payment, the claim of the Contractor shall be deemed to have been waived and absolutely barred and the Owner shall be discharged and released of all liabilities under the contract in respect of these claims.

All disputes, differences or disagreements arising out of, in connection with or in relation to this Agreement, which cannot be amicably settled, shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modification or re-enactment thereof and rules made there under from time to time. Both parties shall be entitled to appoint an arbitrator each and such arbitrators shall jointly appoint a third arbitrator to be known as the Presiding Arbitrator.

The venue of arbitration shall be Udaipur or such other place as may be mutually agreed between the parties and the language of arbitration shall be English. The award shall be rendered in English language.

It is also a term of this contract that the Arbitrators shall adjudicate on only such disputes as are referred to them and shall give separate award against each dispute and claim referred to them, and in all cases where the total amount of the claims by any party exceeds Rs.1, 00,000/- the Arbitrators shall give reasons for the award so made.

It is also a term of the contract that if any fees and other expenses payable to the Arbitrator shall be borne and paid equally by both the parties.

It is also a term of the contract that the arbitrators shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The fees, if any, of the arbitrators shall, if required to be paid before the award is made and published, be paid half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

CLAUSE.4.31. Contractor to indemnify Owner against Patent Rights

The contractor shall fully indemnify and keep indemnified the Owner against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against Owner in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the Owner if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

CLAUSE.4.32. Action where no Specifications are specified

In the case of any class of work for which there is no such specifications as referred to in Clause, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications, if not available then as per District Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

CLAUSE.4.33. Withholding and lien in respect of sum due from contractor

(i) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Engineer-in-Charge may suggest Owner to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Engineer in- Charge may suggest Owner to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Owner shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Owner or any contracting person through the Engineer- in-Charge pending finalization of adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Owner will be kept withheld or retained as such by the Owner till the claim arising out of or under the contract is determined by the arbitrator or by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor.

(ii) Owner shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for Owner to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less 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 Owner to the contractor, without any interest thereon whatsoever.

Provided that the Owner shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Engineer in Charge on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Engineer in Charge.

CLAUSE.4.34. Lien in respect of claims in other Contracts

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Owner through Engineer-in-Charge against any claim of the Owner or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Owner.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Owner will be kept withheld or retained as such by the Owner or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

CLAUSE.4.35. Return of Surplus materials

Notwithstanding anything contained to the contrary in this contract, where any materials for the execution of the contract are procured with the assistance of Owner either purchase made under orders or permits or licenses issued by Owner, the contractor shall hold the said materials economically and solely for the purpose of the contract and not dispose of them without the written permission of the Owner and return, if required by the Engineer-in-Charge, all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on being paid or credited such price as the Engineer-in-Charge shall determine having due regard to the condition of the materials. The price allowed to the contractor however shall not exceed the amount charged to him excluding the element of storage charges. The decision of the Engineer-in-Charge in this regard shall be final and conclusive. In the event of breach of the aforesaid condition, the contractor shall in addition to throwing himself open to action for contravention of the terms of the license or permit and/or for criminal breach of trust, be liable to Owner for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

CLAUSE.4.36. Employment of technical Staff and employees

Contractors Superintendence, Supervision, Technical Staff & Employees

(i) The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract.

The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge, the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of

such technical representative(s) and their qualifications and experience shall not be lower than specified in Schedule 'F'. The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of the Engineer-in-Charge shall be final and binding on the contractor in this respect. Such a principal technical representative and other technical representative(s) shall be appointed by the contractor soon after receipt of the approval from Engineer-in-charge and shall be available at site before start of work.

All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative(s). The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required, to the Engineer-in-Charge and or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and other technical representative(s) shall be actually available and the decision of the Engineer-in-Charge as recorded in the site order book and measurement-recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable technical Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) along with every on account bill/final bill and shall produce evidence if at any time so required by the Engineer-in-Charge at site fully during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements/checked measurements/test checked measurements. The representative(s) shall not look after any other work other than this project. Substitutes, duly approved by Engineer-in-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days.

If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non-refundable) shall be effected from the contractor as specified in Schedule 'F' and decision of the Engineer-in-Charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor.

(ii) The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.

The contractor shall provide and employ skilled, semiskilled, and unskilled labour as is necessary for proper and timely execution of the work.

The Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer-in-Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.

CLAUSE.4.37. Levy/Taxes payable by Contractor

(i) All statutory taxes, duties, Cess or any other payment or deduction due to be paid to any of the central, state or local authority including but not limited to Sales Tax/VAT (except Service Tax), Building and other Construction Workers Welfare Cess or any other tax or Cess in respect of this contract shall be payable by the contractor and Owner shall not entertain any claim whatsoever in this respect. However, in respect of service tax, same shall be paid by the contractor to the concerned department on demand and it will be reimbursed to him by the Owner after satisfying that it has been actually and genuinely paid by the contractor.

(ii) The contractor shall deposit royalty and obtain necessary permit for supply of the all kind of stone required for the project from local authorities.

Reimbursement of levy/taxes payable by Contractor:-

(A) All Tendered rates under the Contract shall be inclusive of all taxes and levies payable under respective statutes. However, pursuant to the Constitution (46th Amendment) Act, 1982, if any further tax or levy is imposed by statute after the last stipulated date for the receipt of tender including extensions, if any and the Contractor thereupon necessarily and properly pays such taxes/levies, the

Contractor shall be reimbursed the amount so paid, provided such payments, if any, is not in the opinion of the Engineer-in-Charge (whose decision shall be final and binding on the Contractor) attributable to delay in execution of Work within the control of the Contractor.

(B) The Contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and required, and shall allow inspection of the same by a duly authorized representative of the Owner and further shall furnish such other information/document as the Engineer-in-Charge may require from time to time.

(C) The Contractor shall, within a period of 20 days of the imposition of any such further tax or levy, give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

CLAUSE.4.38. Termination of Contract on death of contractor

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Engineer in Charge on behalf of the Owner shall have the option of terminating the contract without compensation to the contractor if there is no legal heir or successor of the contractor capable of completing the remaining work. The decision of the Engineer In charge in this regard shall be final and binding.

CLAUSE.4.39. Compensation during warlike situations

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation up to the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Engineer in Charge. The contractor shall be paid for the damages/destruction suffered and for restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Engineer-in-Charge

regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the Engineer-in-Charge (b) for any material etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work.

In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Engineer-in-Charge.

SECTION 5
SPECIAL CONDITIONS OF CONTRACT

CLAUSE.5.1. Sub-Contractors

Where and when the appointment of Sub-Contractors for Specialized job (in the opinion of Engineer In Charge) is indicated, such Sub-Contractors shall be appointed only with the prior written approval of the Owner upon recommendation of Engineer-in-Charge/PMC on the following conditions:-

The Contractor shall enter into written agreements with Sub-Contractors and ensure that the Sub-Contractors perform their Work in accordance with and subject to the terms and conditions of these Contract Documents. A copy of each such Agreement shall be furnished to the Engineer-in-Charge and the Owner.

- (A) The Contractor shall remain fully responsible to the Owner for the performance and workmanship and all actions of all sub-Contractors and persons directly or indirectly employed by them.
- (B) The Contractor shall supply and permit all Sub-Contractors to avail of site facilities and services to enable them to complete their Work safely and without hindrance or delay and conducive to produce the highest quality of Work required.
- (C) The Contractor shall upon receipt of instruction from the Engineer-in-Charge, terminate and remove from site forthwith such Sub-Contractor or their person who's Work may be considered unsatisfactory.
- (D) The Contractor shall make regular and prompt payment to each Sub-Contractor not later than one week after receipt of payment from Owner for their measured Works certified by the Engineer-in-Charge. If the Contractor fails to make payments to Sub-Contractors as aforesaid, the Owner may, without any obligation or prejudice to its rights and with prior intimation to the Contractor may make direct payments to Sub-Contractors for and on behalf and from the account of the Contractor and recover such sums from the account of the Contractor out of the amounts due and payable under the bills raised by the Contractor. Such direct payments to Sub-Contractors shall be on behalf of the Contractor and shall in no way relieve the Contractor of his responsibilities or create a contractual relationship between the Owner and Sub-Contractor.
- (E) Any Subcontractor that has been approved by the Owner shall neither be removed nor replaced without the prior written consent of the Owner.

CLAUSE.5.2. Nominated Sub-Contractors

The Owner shall be entitled to nominate to the Contractor selected Sub-Contractors for carrying out certain sections of the Work or to replace terminated Sub-Contractors. Such nominated Sub-Contractors shall receive the same assistance and co-operation from the Contractor as other Sub-Contractors appointed by the Contractor, and the Contractor shall be equally responsible and liable for their Work as is liable for the Works of the other Sub-Contractors. Nominated Sub-Contractors shall enter into direct agreements with the Owner and shall receive direct payments from the Owner. For the site facilities and services made available by the Contractor at his cost to the nominated Sub-Contractors including free water, electricity, insurance, staging, scaffolding, etc. the Contractor shall be entitled to receive 3% on the cost of the nominated Sub-Contractors' Work.

Nothing shall absolve the Contractor, including the approval/ termination/ nomination of Sub-Contractors by the Owner of his overall responsibility under the Contract to closely supervise the Work of the Sub-Contractor whether on or off the site and to ensure adherence to the Specifications and Schedules.

CLAUSE.5.3. Insurance

The Contractor shall at his own expense arrange for all insurance policies, including workmen compensation policy and Contractor's All Risk policy (CAR Policy) in the amount of the Contract effective from the date of commencement of Work(s) and until final completion of the Work(s) also taking into consideration the defects liability period, against all of the following risks.

- (A) Injuries and damage of persons, property, machinery, equipment, vehicles, animals or things, within or outside the site, arising out of his operations or of any sub-Contractors, nominated or otherwise, or out of any actions of his employees, agents or representatives, limited to Rs. 10,00,000 (Rupees TenLakhs) per accident*
- (B) Injuries to his or any Sub-Contractor's employees.*
- (C) Damage to or loss of the property, equipment, and materials at site, of the Owner, Contractor and all Sub-Contractors, as a result of natural causes such as lightning, storm, flood, rain, fire, earthquake, explosion, landslide, etc.*
- (D) Damage and injuries to persons, property and materials arising out of riot and civil commotion, theft, sabotage malicious acts, terrorist activities, flood, water logging etc.*

The insurance policy or policies to cover risks of every nature shall be in the joint names of the Owner and Contractor, and the original of such policy/ policies shall be lodged with

the Engineer-in-Charge. The Contractor shall also lodge the premium receipts with the Engineer-in-Charge, such standing jointly in the names of the Owner and the Contractor.

If the Contractor fails to arrange the requisite insurance or fails to renew the policies, the Owner shall arrange for obtaining the requisite insurance policies and or renew them and recover the cost of all premiums from the Contractor and/or subsequently deduct such amount from the payments due and payable by the Owner to the Contractor from the bills raised by the Contractor in respect of the Work(s) executed.

No certificate of payment shall be issued by the Engineer-in-Charge whether for an interim or of the final bill raised by the Contractor if the Contractor fails to arrange for total insurance cover.

The Contractor shall reinstate in a manner approved by the Engineer-in-Charge all damage of every sort caused entirely at his cost so as to deliver up to the Owner the whole of the Work(s) complete and perfect in all respects, and so certified by the Engineer-in-Charge and also make good or otherwise satisfy all claims for damage to property of third parties.

The Contractor shall be responsible for anything within his control and for all risks and consequences, which are not included in the purview of the insurance policies.

The insurance cover shall stand extended until final completion of the Works and the contract and shall also cover the defects liability period.

The Contractor undertakes not to cancel any insurance policy nor reduce its scope without the written consent of the Engineer-in-Charge.

The Contractor undertakes to file necessary insurance claims jointly with the Owner and also to join the Owner in filing any claim the Owner chooses to.

Payments against all insurance claims shall be received in the name of the Owner and commensurate adjustments shall be made in accounts with the Contractor.

The aforesaid insurance policy/policies shall not be cancelled till the Engineer-in-Charge has agreed to their cancellation.

The Contractor shall prove to the Engineer-in-Charge from time to time that it has taken out all insurance policies referred to above and has paid the necessary premium for keeping the policies alive till the end of the defects liability period.

The Contractor shall ensure that similar insurance policies are taken out by his Sub-Contractor (if any) and shall be responsible for any claims of losses to the Owner resulting from their failure to obtain adequate insurance protections in connection thereof. The Contractor shall also obtain the originals of the policies and the premium receipts from the Sub-Contractor and shall lodge the same with the Engineer-in-Charge.

CLAUSE.5.4. Protection of Persons, Works and Property
Accident or Injury to Workmen

The Owner shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or any Subcontractor, other than death or injury resulting from any act or default of the Owner, his agents or servants.

Accident Prevention:

(A) General:

In performing this contract, the Contractor shall provide for protecting the lives and health of employees and other persons preventing damage to or theft or loss of property, materials, supplies, and equipment; and avoiding Work interruptions. For these purposes, the Contractor shall- Provide appropriate safety barricades, signs, and signal lights.

Comply with the standards issued by any statutory bodies having jurisdiction over occupational health and safety and Ensure that any additional measures as required by the Engineer-in-Charge for this purpose.

(B) Records.

The Contractor shall maintain an accurate record of exposure data on all accidents taken place incidental to performance of Work(s) under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft / loss of property, materials, supplies, or equipment. The Contractor shall report this data in the manner prescribed by the Engineer-in-Charge.

(C) Sub-Contractors:

The Sub-Contractors shall be bound to comply with the clause in the same manner as complied with by the Contractor. In the event of non-compliance by the Sub-Contractor of such clause, the Contractor shall be responsible for compliance of the Sub-Contractor.

(D) Written program:

Before commencing the Work, the Contractor shall submit to the Engineer-in-Charge a written proposal for implementing this clause,

Hazardous Material Identification.

(A) Notification:

The Contractor shall notify the Engineer-in-Charge in writing of all hazardous material 5 days before delivery of the material. This obligation applies to all

materials delivered under this contract, which will involve exposure to hazardous materials or items containing these materials.

(B) Responsibility of Contractor:

Neither the requirement of this clause nor any act or failure to act by the Owner shall relieve the Contractor of any responsibility or liability for the safety of Owner, Contractor, or Sub-Contractor's personnel or property.

(C) Compliance with laws:

The Contractor shall comply with applicable laws, including the Public Liability Insurance Act 1991, Fatal Accident Act 1855, codes, ordinances, and regulations (Including the obtaining of licenses and permits) in connection with hazardous materials. Contractor shall pay fees and other expenses for obtaining such permission or licenses.

(D) Sub-Contractors:

The Contractor shall insert these above clauses, relating to hazardous material, with appropriate changes on entering into contracts or agreements with Sub-Contractors and the sub-contractors shall be bound and be liable to comply with the same, and in the event of non-compliance of the same, the Contractor shall be held liable for damages or otherwise on the acts of the Sub-Contractor in this regard.

Protection of Property

1. Utilities and improvements:

The Contractor shall protect from damage and have all existing improvements and utilities at or near the Work site and on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall be liable to repair any damage caused to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the Work. If the Contractor fails or refuses to repair the damage promptly, the Engineer-in-Charge may have the necessary Work performed and charge the cost to the Contractor or reduce such amounts from the bills of the Contractor due and payable by the Owner.

2. Contractor shall be required to work within specified areas and they shall be allowed to use only those areas around the works under their scope, for storage of their materials, construction of site offices, erection of batching plant etc. at predetermined locations as shown on the plans. The area so demarcated, shall be

barricaded in such a way that the construction activities or the moving vehicular traffic involved in carriage of construction materials/ construction waste etc. do not create interference with any other areas within the premises or activities of the Institute or the activities of other contractor/s working within the premises.

Watchmen and Security

The Contractor shall provide sufficient personnel and materials to provide adequate protection to the stored goods/materials including but not limited to measures specifically required by and under the Contract Documents and any security requirements under this contract.

Corrective Action

(A) Authority to Stop Work:

The Engineer-in-Charge shall notify the Contractor of any non-compliance with the safety and property protection measures as required under this contract of which the Engineer-in-Charge becomes aware and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's authorized representative at the site of the Work shall be deemed sufficient notice of non-compliance and corrective action required. After receiving the notice, the Contractor shall immediately take necessary steps to correct the action. If the Contractor fails or refuses to take corrective action promptly, the Engineer-in-Charge shall at his discretion after due consultation with the Owner may issue an order stopping all or part of the Work(s) until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop Work order issued under these circumstances.

(B) Rectification:

The Contractor shall be solely responsible to make good at his cost any damage to the Works, property of the Owner and/or any adjacent property, to the satisfaction of the Engineer-in-Charge. In case the contractor fails to do so within a reasonable time the Engineer-in-Charge shall get the same executed at the risk & cost of the contractor & deduct the same from his due payments.

CLAUSE.5.7. Site Security:

The Contractor shall be deemed to be in possession of the Works site and shall be responsible for its total security, and shall ensure that all materials, sheds, equipment, plant, tools, etc.; whether his own or belonging to any Sub-Contractor, are well protected.

CLAUSE.5.8. Warranty/Guarantee

The Contractor shall be responsible for the proper performance of the Work(s), including installations and systems, as specified under the Contract Documents.

Subject to Clause the Contractor shall, at his own cost and in the shortest possible time, repair and remove any defect or deficiency in the Works, which may appear prior to or during the defect liability period, to the satisfaction of the Engineer-in-Charge.

A guarantee will be given by the Contractor for the complete installation of the Works including its functioning, replacement of parts etc. as specified under the Contract Documents.

All the Guarantees referred above shall commence from the date of Completion Certificate.

CLAUSE.5.9. Contractor's Responsibilities and Work Control

The Contractor shall have complete control of the Works and shall effectively and diligently control, direct and supervise his employees, supervisors, subordinates and Sub-Contractor(s) so as to ensure timely completion of the Works in order and in conformity with the Contract Documents. It shall be the sole responsibility of the Contractor for construction means, methods, techniques, sequences and procedures, and for coordinating the various parts of the Work, whether carried out by the Contractor or any Sub-Contractor.

The Contractor shall provide adequate, qualified and experienced personnel for the proper superintendence and execution of the Works until completion. The category and strength of such personnel shall be determined by the Engineer-in-Charge, and such approved site organization strength shall be maintained by the Contractor at all times until completion of Work(s), and also during defects liability period and as may be decided by the Engineer-in-Charge.

- (A) The Contractor shall study all Contract Documents and promptly report to the Engineer-in-Charge any non-conformity, discrepancy, inconsistency or omission he may discover in the same. In the event of such discovery, the Contractor shall not proceed with the affected Works until he has received due corrections and clearances from the Engineer-in-Charge.
- (B) The Contractor shall be deemed to have thoroughly studied and satisfied himself regarding Contract Documents and particularly all drawings before commencement of the Work(s). Should any discrepancy or error be discovered during execution of parts of the Work(s) necessitating demolition, repairs or reconstruction, all such remedial measures shall be carried out only with the approval of the Engineer-in-Charge and entirely at the cost of the Contractor. In such an event the Contractor shall neither claim any extra payment nor any

extension of time for any delay caused by virtue of such demolition, repairs and reconstruction.

Any instructions given to the Contractor's supervisory staff by the Engineer-in-Charge shall be deemed to have been given to the Contractor. Instructions that involve any variations in design or specifications and which may have a bearing on time and cost shall be through a written Change Order by the Engineer-in-Charge and at rates agreed in writing prior to implementation

The Contractor shall at his own cost, obtain any permits or authorizations necessary for the execution of the Work and obtaining any permits or approvals for the works executed by him, from all concerned statutory and Owner Authorities/Authority's, including but not limited to Municipal bodies, Electrical Authority, Fire Service Authorities etc.

The Contractor shall not be entitled to claim additional sums on account of having to work overtime in order to complete an operation that cannot be interrupted, for working in extended shifts / night shifts /holidays.

In the event the Contractor chooses to work overtime, in extended night shifts as and by way of overtime either by working extended/night shifts or morning or holidays in order to complete the Work(s) within the specified period or on holidays, he shall do so by obtaining prior written approval from the Engineer-in-Charge at least twenty-four hours in advance. The Contractor moreover shall ensure that in any of the above circumstances he maintains the full-agreed strength of his supervisory staff.

The Contractor shall take all necessary precautions to protect the site and Works, materials, plant and equipment, whether his own or belonging to the Owner or any Sub-Contractors, against hazards of fire, rains, floods, landslides, underground water, accidents, etc.

The Contractor shall not be permitted to replace nor remove his Project Manager/Project Engineer / Site Engineer etc. from the site without the prior written approval of the Engineer-in-Charge.

Submittals

- (C) "Shop drawings" means those drawings or other documents, which are specifically prepared by or on behalf of the Contractor to illustrate details of construction for the purpose of fabrication or installation and are submitted to the Owner to indicate the Contractor's intended method of achieving the end result required by the Contract Drawings and Specifications.
- (D) "Project data" includes standard drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and

similar materials furnished by the Contractor to explain in detail specific portions of the Work required by the Contract.

- (E) "Samples" are physical examples, which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
- (F) "Other submittals" includes progress schedules, setting drawings, testing and inspection reports, and other information required by the Contract Documents to be submitted by the Contractor for information or approval by the Owner.

Schedules of Submittals

Promptly after contract award the Contractor shall submit to the Engineer-in-Charge the submittal schedule showing when shop drawings, product data, samples and other submittals required by and under the Tender Documents would be submitted for the approval of the Engineer-in-Charge.

Review and approval of submittals by Contractor

The Contractor shall co-ordinate and compile all submittals required by and under the Contract Documents, and thoroughly check them for accuracy, completeness, and compliance in accordance with contract requirements and shall indicate his approval thereon in the form required by the Contract Documents as evidence of such co-ordination and checking. Submittals to the Engineer-in-Charge without the approval of the Contractor shall be returned by the Engineer-in-Charge for resubmission. Submission of shop drawings, product data or samples shall constitute a representation that the Contractor has agreed to, asserted and guaranteed that the assemblies, products or materials indicated therein will be available in a timely manner and in the quantities required for the project as set out under the Contract Documents.

Submission

All submittals shall be in English language, and any system of dimensions (i.e.; English or metric) shown shall be consistent with that used in the Contract Documents. The Contractor shall submit all Submittals in the form and number required by the Contract Documents within required time limits and sufficiently in advance of construction requirements to permit adequate review by the Owner for correction, approval and resubmission if required. No extension of time shall be allowed on account of any delay by the Owner in approving such submittals, if the Contractor has failed to act promptly and responsively in making his submissions. Each submittal shall be identified as required by the Contract Documents.

Action on Submittals

The Engineer-in-Charge will indicate an approval or disapproval of the Submittals for and on behalf of the Owner requiring approval by the Owner and if not

approved as submitted shall indicate the Owner's reasons thereof. Approval by the Engineer-in-Charge shall not relieve the Contractor from responsibility for any errors or omissions in his submittals, nor from responsibility for complying with the requirements of this contract, except with respect to variations described by the Contractor and approved in accordance with "Variations in Submittals" Clause. The approval of the Engineer-in-Charge on the submittals will be for general compliance with the intent of the Contract Documents and with the information given therein, and shall not be construed

- (A) As permitting any departure from the contract requirements
- (B) As relieving the Contractor of responsibilities for any error including details, dimensions, materials, etc. and
- (C) As approving departures from details appearing on Contract 'Drawings and Specifications.

Where approval of Submittals is required, the Contractor shall perform the Work in accordance with such approved Submittals. Any Work performed by the Contractor prior to such approval by the Engineer-in-Charge shall be at the sole risk and liability of the Contractor.

Variation in Submittals

If Submittals contain any variations from the contract requirements, other than those requested on previous submittals, the Contractor shall specifically describe such variations in writing and the reasons thereof to the Engineer-in-Charge. If the approval of any such variation affects the Contract Price or the Completion time of the Contract, the Engineer-in-Charge shall issue an appropriate Contract modification. Otherwise, the variation may be approved by the Engineer-in-Charge, only by specific reference thereto in writing. The Contractor shall not be entitled to rely on general approval of a submittal as an approval of variations of requirements of the Contractor. If the Contractor fails to describe such variations and shall not be relieved from the responsibilities of executing the Work in accordance with the contract, notwithstanding a general approval of such submittals. Nothing contained herein shall relieve the Contractor of the responsibility of notifying the Engineer-in-Charge of any part of the Contract Drawings or Specifications, which the Contractor knows or reasonably should have known which could result in defects under construction.

Use of submittals

The Owner may duplicate, use, and disclose in any manner and for any purpose shop drawings, product data and other submittals delivered under this contract.

Placement of Orders

The Contractor shall place orders for items requiring a sample or product data submittal promptly after receiving the written approval of the submittal by the Engineer-in-Charge. No such materials or products shall be ordered or used in the Work until such written approval by the Engineer-in-Charge has been given. In the event such materials or products pre ordered or used in the Works without the written approval of the Engineer-in-Charge, the same shall be at the risks, consequences, liability and costs of the Contractor.

Use and testing of samples

(A) **Use:**

(B) ***Approved samples not destroyed in testing will be sent to Engineer-in-Charge. Those samples, which are in good condition, will be marked for identification and may be used in the Works. Materials and equipment incorporated in the Work shall match the approved samples within any specified tolerances. Other samples not destroyed in testing nor approved will be returned to the Contractor at the expense of the Contractor if so requested at the time of submission.***

(C) Failure of samples to pass specified tests:

Failure of any material to pass the specified tests will be sufficient cause for refusal to consider, under this contract, any further samples of the same brand or make of that material or equipment which previously has proved unsatisfactory in service.

(D) Taking and testing of samples:

Samples of various materials or equipment delivered on the site or in place may be taken by the Engineer-in-Charge for additional testing by the Owner outside of those found not to have met contract requirements, unless the Engineer-in-Charge determines it to be in the Owner's interest to accept the non-conforming materials or equipment with an appropriate adjustment of the Contract Price/Value as determined by the Engineer-in-Charge.

(E) Cost of additional testing:

Unless otherwise specified, when additional tests are made, only one test of each set of sample proposed for use will be made at the expense of the Contractor. Samples, which do not meet contract requirements, will be rejected. Further testing of additional samples, if required, will be made at the expense and costs of the Contractor.

CLAUSE.5.10. Co-operation with other contractors/specialized agencies/sub-contractors

5.10.1 Co-ordination with other contractors.

Number of other contractors namely, Main Civil Contractor, Electrical Infrastructure Contractor, HVAC Contractors, ELV Contractor, Landscape contractor, Interior Contractor etc. are working at site for their respective jobs. The Kitchen Equipment Contractor shall be working at site in close coordination with all the other contractors listed above and other people working at site. The Kitchen Equipment Contractor, before finally covering up his works related will allow other agencies to complete all their respective jobs and activities of Plumbing service piping, Electrical Cabling, ELV and Data Cabling, HVAC Ducting and Piping, Fire Fighting Piping systems, Fire alarms and Public Address systems, Interior works etc. and any other services which are required to be concealed or fixed on to the False ceiling, partitions, workstations etc. All these works will be taken up simultaneously and all the respective contractors are expected to facilitate the works of other contractors un hindered and smoothly. The Detailed work program for all the activities, including the mention of inter-dependency with other contractors' activities, will be submitted by the Kitchen Equipment contractor to the Engineer In charge. Engineer In charge may make necessary changes in the work program so as to the works and activities of all contractors are carried out smoothly and un hindered. The Kitchen Equipment contractor is bound to accommodate such changes in work program and modify the same suitably.

- 5.10.2** The Contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants or occupants of the adjacent properties and to the public in general. The Contractor shall take all care, as not to damage any other adjacent property or other services running adjacent to his work site. If any damage is done, the same shall be made good by the Contractor at his own cost and to the entire satisfaction of the Engineer-in-Charge. The Contractor shall use such methodology and equipment for execution of the work, so as to cause minimum environmental pollution of any kind during construction, to have minimum construction time and minimum inconvenience to road users and to the occupants of the buildings on the adjacent plot and public in general, etc. He shall make good at his own cost and to the entire satisfaction of the Engineer in Charge any damage to roads, paths, cross drainage works or public or private property whatsoever caused, due to the execution of the work or by traffic brought thereon, by the Contractor. Further, the Contractor shall take all precautions to observe the environmental related restrictions imposed by Govt. of Rajasthan as well as prevent any pollution of streams, ravines, river bed and waterways. All waste or superfluous materials shall be transported by the Contractor, entirely to the satisfaction of the Engineer-in-Charge. Utmost care shall be taken to keep the noise level to the barest minimum so that, as far as possible, no disturbance is caused to the occupants / users of adjoining buildings. No claim what so ever on account of site

constraints mentioned above or any other site constraints, inadequate availability of skilled, semi-skilled or unskilled workers in the near vicinity, non-availability of construction machinery spare parts and any other constraints not specifically stated here, shall be entertained from the Contractor. **Therefore, the Tenderers are advised to visit site and get first-hand information of site constraints.** Accordingly, they should quote their tenders. Nothing extra shall be payable on this account.

5.10.3 The Contractor shall cooperate with and provide the facilities to the sub-Contractors and other agencies working at site for smooth execution of the work. The contractor shall indemnify the Owner against any claim(s) arising out of such disputes. The Contractor shall:

- (i) Properly co-ordinate their work with the work of other Contractors.
- (ii) Adjust work schedule and site activities in consultation with the Engineer-in-Charge and other Contractors to suit the overall schedule completion.
- (iii) Resolve the disputes with other Contractors/ sub-contractors amicably and the Engineer-in-Charge shall not be made intermediary or arbitrator.

5.10.4 The contractor shall conduct his work, so as not to interfere with or hinder the progress or completion of the work being performed by other contractor(s) or by the Engineer-In-Charge and shall as far as possible arrange his work and shall place and dispose of the materials being used or remove so as not to interfere with the operations of other contractor or he shall arrange his work with that of the others in an acceptable and in a proper co -ordination manner and shall perform it in proper sequence to the complete satisfaction of others.

CLAUSE.5.11. RATES

5.11.1 The rates quoted by the tenderer, shall be firm and inclusive of all taxes and levies as applicable (including works contract tax but excluding service tax).

5.11.2 No foreign exchange shall be made available by the Owner for importing (purchase) of equipment, plants, machinery, materials of any kind or any other items required to be carried out during execution of the work. No delay and no claim of any kind shall be entertained from the Contractor, on account of variation in the foreign exchange rate.

5.11.3 All ancillary and incidental facilities required for execution of work like labour camp, stores, fabrication yard, offices for Contractor, watch and ward, For completing the work in time, the Contractor might be required to work in two or more shifts (including night shifts). No claim whatsoever shall be entertained on this account, not with-standing the fact that the Contractor may have to pay extra

amounts for any reason, to the Labourers and other staff engaged directly or indirectly on the work according to the provisions of the labour and other statutory bodies regulations and the agreement entered upon by the Contractor with them.

5.11.4 All material shall only be brought at site as per program finalized with the Engineer-in-Charge. Any pre-delivery of the material not required for immediate consumption shall not be accepted and thus not paid for.

CLAUSE.5.12. Inspection and rectification of Works

Access:

The Owner and their authorized agents and representatives shall at all times have access to the site and other locations where parts of the Work are under preparation.

Contractor tests:

The Contractor shall notify the Engineer-in-Charge well in advance, of tests and inspections to be carried out, and shall obtain his written approval wherever so stipulated before proceeding with the Works.

Inspections:

The Contractor shall maintain an adequate inspection system and perform such inspections from time to time as will ensure that the Work called for by this contract conforms to contract requirements and does not result in any deviation. The Contractor shall maintain complete inspection records and make them available to the Owner. All Work shall be conducted under the general direction of the Contractor and is subject to Owner's inspection and test at all places and at all reasonable times before final completion and acceptance with a view to ensure strict compliance with the terms and conditions of the contract.

Owner's inspections and tests:

Inspections and tests conducted by or on behalf of the Owner are for the sole benefit of the Owner and do not:-

- (A) *Relieve the Contractor of responsibility for providing adequate quality control measures,*
- (B) *Relieve the Contractor of responsibility for damage to or loss of the material before final completion and acceptance of the Work;*
- (C) *Constitute or imply acceptance. Or.*
- (D) *Affect the continuing rights of the Owner after acceptance of completed Work.*

Owner inspectors:

The presence or absence of an Owner's inspector does not relieve the Contractor from any of the obligations under the contract nor is the inspector authorized to change any term or condition of the contract.

Performance of inspections and tests:

The Contractor shall promptly furnish, without an additional charge all facilities, labour, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Engineer-in-Charge as per the terms of the Contract. The Owner may charge to the Contractor any additional cost of inspection or testing when work is not ready at the time specified by the Contractor for inspection or testing, when prior rejection makes re inspection or retesting necessary. The Owner shall perform all its inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the Contract Documents.

The Contractor shall be solely responsible for the protection of all finished surfaces and Works so as to avoid any repairs and shall deliver to the Owner upon final completion the Works free of any blemish, defect or damage.

5.12.1 In addition to the provisions of relevant clauses of the contract, the work shall also be open to inspection by the other agency as and when required by IIMU in addition of the Engineer-in-charge and his authorized representative. The contractor shall at times during the usual working hours and at all times at which reasonable notices of the intention of the Engineer-in-charge to visit the works shall have been given to the contractor, either himself be present to receive the orders and instructions or have a responsible representative duly accredited in writing, to be present for that purpose.

5.12.2 Inspection of the work by Design consultants appointed by the IIMU.

- (i) The design consultant appointed by IIMU shall be inspecting the works frequently to ensure that the works are in general being executed according to the design, drawings and specifications laid down in the contract.
- (ii) The design consultant appointed by IIMU shall certify on completion of particular building that it has been constructed according to the approved drawings design and specifications.

CLAUSE.5.13. Rejected Work

The Design Consultant and/or Engineer-in-Charge/or Owner shall be authorized to reject any Work, which in their/his opinion is not in conformity to the specifications

set out in the Contract Documents. The decision of the Design Consultant /Engineer-in-Charge in this regard shall be final and binding on the Contractor.

Defective Work whether caused due to poor workmanship, use of sub-standard materials, or on account of damage or for any other reason whatsoever, whether caused by the Contractor and/or the Sub-Contractor may be rejected by the Design Consultant/Engineer-in-Charge and shall be demolished by the Contractor and removed promptly from the site and replaced or re-executed expeditiously by the Contractor at his own cost. The Owner, Design Consultant and the Engineer-in-Charge shall in no event be responsible to bear any costs/liability arising on account of such defective workmanship.

If in the opinion of the Engineer-in-Charge/ Design Consultant, it is not expedient nor feasible to correct the defective Work, the Owner shall be entitled to deduct from monies due to the Contractor, the difference in value between the executed Work and that required under the Contract, such amount of which shall be determined by the Engineer-in-Charge in due consultation with the Owner.

CLAUSE.5.14. Limit of price Adjustment

Provided that, in determining all such price adjustment in accordance with the aforesaid sub-clauses:

- (A) No account will be taken of any amount by which any cost incurred by the contractor has been increased by default or negligence of the contractor.
- (B) If the contractor fails to complete the work within time for completion, The Price adjustment will be paid to contractor only if an extension of time is granted without imposing Penalty for delay. In all such cases, calculation for increase or decrease of cost of specified materials, payable to contractor, shall be made using either the indices or prices relating to prescribed time for completion, or the current indices or prices, whichever is more favourable to the Owner, provided that the above position shall apply to the adjustment made after expiry of such extension of time.
- (C) On completion of the works and before final payment the contractor shall give a certificate that he has made full and complete disclosure to the Engineer-in-Charge of every increase or decrease in price obtained by him on materials affected by this clause.

CLAUSE.5.15. Exemption from price Adjustment

The following items shall not be included in the price adjustment calculation:

- (A) *Liquidated damages:*
- (B) *Retention withheld and released:*

(C) *Advance payments in the form of loans and their repayments:*

(D) *The value of any additional or varied work valued at current prices:*

CLAUSE.5.16. SPECIFICATIONS

In the case of any class of work for which there is no such specifications as referred to in detailed specification, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications, if not available then as per C.P.W.D./District/ state P.W.D. / Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge. Specifications for a type of work are not covered by the detailed specifications/State P.W.D. specifications/I.S.I specifications or particular specifications, the same shall be decided by the engineer-in-charge and shall be binding on the contractor.

The engineer-in-charge shall have the power to insist upon the contractor to purchase and use such materials of particular approved make which may in this opinion be necessary for proper and reasonable compliance with the specifications and execution of work.

In the event of any variation/discrepancy in the drawings, specification and tender documents, the decision of the Engineer In charge shall be final, binding and conclusive on the contractor.

- 1) *As required by the Engineer-in-charge, the contractor shall provide all facilities at site or at manufactures work or an approved Laboratory for testing of materials and/or workmanship, all the expenditure in respect of this shall be borne by the contractor unless specified otherwise in the contract. The contractor shall when required to do so by the engineer-in-charge submit that the materials have been tested in accordance with requirements of the specifications.*
- 2) *Neither the confirmation by the engineer-in-charge not to test the materials nor the production of manufacturer(s) certificate etc. as aforesaid shall affect the right of the engineer-in-charge to reject, after delivery; the materials found not in accordance with the specifications.*

CLAUSE.5.17. Approval of Shop Floor Drawings:

CLAUSE.5.18.

The contractor shall submit shop floor drawings for approval of the Engineer – in – Charge.

The contractor shall submit to Engineer in Charge 6 copies of all approved drawings out of which 3 copies will be issued back to the contractor for the execution of work. The contractor shall also submit copies of design calculations for the designs of joints. All joints shall be designed for full strength of members, unless otherwise specified. Approval of fabrication drawings however will not absolve the contractor of his responsibility for the safety and correctness of the fabrication.

CLAUSE.5.19. Inspection:

All the equipment will be inspected at vendor's premises or at factory during manufacture. However correctness of the equipment and responsibility of overall performance of individual component and complete system will lie with the contractor. Inspection at the contractor's premises will not in any case dilute the responsibility of the contractor towards correctness and performance of the equipment. The contractor will give adequate notice for inspection of materials during manufacturing process. However the inspection can be waived for certain equipment at the discretion of the **Engineer-in- Charge**. The inspection will be carried out by the Engineer-in-Charge or his authorized agent.

CLAUSE.5.20. QUALITY ASSURANCE

- 5.19.1 The proposed project is a prestigious project and quality of work is of paramount importance. Contractor shall have to engage well-experienced skilled labour and deploy modern T&P and other equipment to execute the work. Many items will specially require engagement of skilled workers having experience particularly in execution of such items.
- 5.19.2 The contractor shall ensure quality construction in a planned and time bound manner. Any sub-standard material / work beyond set out tolerance limit shall be summarily rejected by the Engineer-in-charge & contractor shall be bound to replace / remove such sub-standard / defective work immediately. If any material, even though approved by Engineer-In-Charge is found defective or not conforming to specifications shall be replaced / removed by the contractor at his own risk & cost.

In addition to the supervision of work by project management consultants, the design consultants appointed by the IIMU shall also be carrying out regular and periodic inspection of the ongoing activities in the work and deficiencies, shortcomings, inferior workmanship pointed out by them shall be communicated by engineer in charge to the contractor. Upon receipt of instructions from

Engineer in-Charge these are also to be made good by necessary improvement, rectification, replacement up to his complete satisfaction. Special attention shall be paid towards line and level to achieve an Institution of International standard and up keeping of quality assurance shall be of paramount importance, as such.

- 5.19.3 The Contractor shall submit, immediately after the date of award of work, a detailed and complete method statement for the execution, testing and Quality Assurance, of such items of works, as directed by the Engineer-in-Charge. All the materials to be used in the work, to give the finished work complete in all respects, shall comply with the requirements of the specifications and shall pass all the tests required as per specifications as applicable or such specifications / standards as directed by the Engineer-in-Charge. However, keeping the Quality Assurance in mind, the Contractor shall submit, on request from the Engineer-in-Charge, his own Quality Assurance procedures for basic materials and such items, to be followed during the execution of the work, for approval of the Engineer-in-Charge.
- 5.19.4 The Contractor shall procure and provide all the materials from the manufacturers / suppliers as per the list attached with the tender documents, as per the item description and particular specifications for the work. The equivalent brand for any item shall be permitted to be used in the work, only when the specified make is not available. This is, however, subject to documentary evidence produced by the contractor for non-availability of the brand specified and also subject to independent verification by the Engineer-in-Charge. In exceptional cases, where such approval is required, the decision of Engineer-in-Charge as regards equivalent make of the material shall be final and binding on the Contractor. No claim, whatsoever, of any kind shall be entertained from the Contractor on this account. Nothing extra shall be payable on this account. Also, the material shall be procured only after written approval of the Engineer-in-Charge. All materials shall be got checked by the Engineer-in-Charge or his authorized supervisory staff on receipt of the same at site before use.
- 5.19.5 The tests, as necessary, shall be conducted in the Laboratory approved by the Engineer-in-Charge. The samples shall be taken for carrying out all or any of the tests stipulated in the specifications and as directed by the Engineer-in-Charge or his authorized representative.

- 5.19.6 The Contractor shall at his own risk and cost make all arrangements and shall provide all such facilities including material and labour, the Engineer-in-Charge may require for collecting, preparing, forwarding the required number of samples for testing as per the frequency of test stipulated in the contract specifications or as considered necessary by the engineer-in-Charge, at such time and to such places, as directed by the Engineer-in- Charge. Nothing extra shall be payable for the above.
- 5.19.7 The Contractor or his authorized representative shall associate in collection, preparation, forwarding and testing of such samples. In case he or his authorized representative is not present or does not associate him, the result of such tests and consequences thereon shall be binding on the Contractor. The Contractor or his authorized representative shall remain in contact with the Engineer-in-Charge or his authorized representative associated for all such operations. No claim of payment or claim of any other kind, whatsoever, shall be entertained from the Contractor.
- 5.17.9 The contractor shall give performance test of the entire installation(s) as per the standing specifications before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for the test.
- 5.19.10 The Contractor shall maintain all the work in good condition till the completion of entire work. The Contractor shall be responsible for and shall make good, all damages and repairs, rendered necessary due to fire, rain, traffic, floods or any other causes. The Engineer-in- Charge shall not be responsible for any claims for injuries to person/workmen or for structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the Contractor or of any other of his representatives, in his employment during the execution of the work. The compensation, if any, shall be paid directly to the Department / authority / persons concerned, by the Contractor at his own cost.
- 5.19.11 **DefectsLiabilityPeriod:**

All the equipment shall be guaranteed for a period of 12 months from the date of taking over the installation by the department against unsatisfactory performance and / or break down due to defective design, workmanship of material. The equipment or components, or any part thereof, so found defective during guarantee period shall be forthwith repaired or replaced free of cost, to the satisfaction of the Engineer-in-Charge. In case it is felt by the Institute that undue

delay is being caused by the contractor in doing this, the same will be got done by the department at the risk and cost of the contractor. The decision of the Engineer-in-Charge in this regard shall be final.

SECTION 6
SAFETY CODES AND RULES

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra man shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical.)
2. Scaffolding of staging more than 3.6 m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guardrail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm. (3ft.)
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11½") for ladder up to and including 3 m. (10 ft.) in length. For longer ladders, this width should be increased at least $\frac{1}{4}$ " for each additional 30 cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost 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 compensate any claim by any such person.
6. Excavation and Trenching - NOT APPLICABLE

7. Demolition - NOT APPLICABLE

8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned:- The following safety equipment shall invariably be provided.

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- i) Those engaged in welding works shall be provided with welder's protective eye-shields.
 - a) No paint containing lead or lead products shall be used except in the form of paste or ready made paint.
 - b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.
 - c) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.
9. The Contractor shall not employ women and men below the age of 18 on the work of painting with product containing lead in any form, wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use :
- i) White lead, sulphate of lead or product containing these pigment, shall not be used in painting operation except in the form of pastes or paint ready for use.
 - ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of a paint in the form of spray.
 - iii) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.
 - iv) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
 - v) Overall shall be worn by working painters during the whole of working period.
 - vi) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.

- vii) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority.
 - viii) Competent authority may require, when necessary medical examination of workers.
 - ix) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.
10. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions :-
- i) (a) These shall be of good mechanical construction, sound materials and adequate.
(b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
 - ii) Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
 - iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
 - iv) In case of Owner machines, the safe working load shall be notified by the Electrical Engineer deputed by the Engineer-in-Charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.
11. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimize the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any

rings, watches and carry keys or other materials which are good conductors of electricity.

12. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
13. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
14. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by Engineer-in-Charge or their representatives.
15. **WARNING/ CAUTION BOARDS:** All temporary warning / caution boards / glow signage display such as "Construction Work in Progress", "Keep Away", "No Parking", Diversions & protective Barricades etc. shall be provided and displayed during day time by the Contractor, wherever required and as directed by the Engineer-in-Charge. These glow signage and red lights shall be suitably illuminated during night also. The Contractor shall be solely responsible for damage and accident caused, if any, due to negligence on his part. Also he shall ensure that no hindrance, as far as possible, is caused to general traffic during execution of the work. This signage shall be dismantled & taken away by the Contractor after the completion of work, only after approval of the Engineer – in – Charge. Nothing extra shall be payable on this account.
16. Necessary protective and safety equipment's shall be provided to the Site Engineer, Supervisory staff, labour and technical staff of the contractor by the Contractor at his own cost and to be used at site. No inflammable materials including P.O.L shall be allowed to be stored in huge quantity at site. Only limited quantity of P.O.L may be allowed to be stored at site subject to the compliance of all rules / instructions issued by the relevant authorities and as per the direction of Engineer -in- Charge in this regard. Also all precautions and safety measures shall be taken by the Contractor for safe handling of the P.O.L products stored at site. All consequences on account of unsafe handling of P.O.L shall be borne by the Contractor.
17. The PMC of the project has prepared an EHS manual and exhaustive process and guidelines for the EHS implementation plan at site. The documents and the manual containing these process and guidelines are enclosed separately with the tender documents as "EHS Manual". Contractors are expected to go through all the provisions of this EHS manual and apprise themselves of these requirements before

submitting their tenders as they would be required during the execution of the project to strictly adhere to those guidelines, provisions and processes.

Form- K CHECK LIST FOR TENDERER

Sr.No.	Check Item	Yes/No	No of Pages
	Received and studied the following documents		
	Main Tender Document including the NIT, General Conditions of Contract, Special Conditions of Contract, Technical Specifications and Tender Forms & Formats in the soft copy .pdf form		
	Bill of Quantities in the xlsx format containing work sheets in one workbook. The last row number with relevant data in various sheets in the work book are		
	Total number of tender drawings as per drawing list received and studied		
	Cover letter is complete on the company letterhead and signed by the authorized signatory and stamped with company seal.		
	The tender being filled is in total compliance with the terms specified and there is no assumption of any special condition in addition to what has been specified in the tender documents by the owners		
Envelope 1: Earnest Money and E Tender processing fee			
	EMD for the total amount		
	E-Tender Processing Fee Receipt		
	Envelope marked and titled as "Earnest Money and E Tender processing fee"		

Form- K CHECK LIST FOR TENDERER

Sr.No.	Check Item	Yes/No	No of Pages
	Envelop is sealed and signed		
	Scanned copy of the EMD instruments and e-tender processing fee uploaded on the e-tendering portal in .jpg or .pdf format		
	Copy of check list		
	Pre Qualification Documents to be uploaded		
	Documents certified by a chartered accountant in support of Average Annual Financial Turnover during the last 5 years, ending 31 st March 2017 has been uploaded and the average annual financial turnover is more than or equal to 200% of the estimated cost		
	Documents in support of having successfully completed similar works during last 7 years as mentioned below Three similar completed works costing not less than the amount equal to 40% of the estimated cost or two similar completed works costing not less than the amount equal to 60% of the estimated cost or one similar completed work costing not less than the amount equal to 80% of the estimated cost.		
	Solvency Certificate for at least 40% of the estimated value of the work		
	Scanned copy of the pre-qualification documents uploaded on the e-tendering portal in .jpg or .pdf format		

Form- K CHECK LIST FOR TENDERER

Sr.No.	Check Item	Yes/No	No of Pages
	Technical Eligibility Documents		
	Scanned copy of the Technical eligibility documents uploaded on the e-tendering portal		
FINANCIAL TENDER			
	Rates for all the items in the Bill of Quantities filled and uploaded on the e-tender portal		