



Delhi Integrated Multi-Modal Transit System Ltd.

(A Joint Venture of Govt. of Delhi & IDFC Ltd.)

DEVELOPMENT OF BUS PARKING FACILITIES AT MILLENIUM PARK EXTENSION, NEW DELHI

BID DOCUMENT

Delhi Integrated Multi-Modal Transit System Ltd.

(A Joint Venture of Government of Delhi & IDFC Ltd.)

**1st Floor, Maharana Pratap Inter State Bus Terminus,
Kashmere Gate, Delhi-110006**

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NOTICE INVITING TENDER

NOTICE INVITING TENDER

- 1.0 Delhi Integrated Multi-Modal Transit System Limited (DIMTS in abbreviation), 1st Floor, Maharana Pratap ISBT, Kashmere Gate, Delhi-110006, invites sealed tenders on behalf of Transport Department, GNCTD on two packet system on prescribed forms from firms/companies having requisite experience and financial capacity for execution of the following work:-

Name of Work	Development of Bus Parking Facilities at Millennium Park Extension
Approximate cost of work	Rs. 90 Lacs (Rupees Ninety Lacs)
Earnest Money	Rs. 1,80,000/- (Rupees One Lac Eighty Thousands only)
Completion period of the Work	3 Months
Bidding documents on sale	From 18-07-2011 to 27-07-2011
Date & time of Submission of Bid	15:00 Hrs. on 28-07-2011
Date & time of opening of Bid	15:30 Hrs. on 28-07-2011
Authority and place for purchase of bidding documents seeking clarifications	AGM (Projects), DIMTS Ltd., 1 st Floor, Maharana Pratap ISBT Building, Kashmere Gate Delhi - 110 006

2.0 **ELIGIBILITY CRITERIA**

Eligibility shall be assessed on applicants fulfilling the "**Qualifying Criteria**" as given in *Annexure-I*.

- 3.0 Tender documents can be obtained from 11.00 hours to 16.00 hours on all working days from 18-07-2011 to 27-07-2011 from the office of AGM (Projects), (non-refundable) by paying Rs.5,000/- (Rupees Five Thousands only) in the form of Demand Draft/Pay order drawn in favour of Delhi Integrated Multi-Modal Transit System Limited, towards the cost of one set of the tender documents. The tender documents shall be sold only to the persons authorised in writing by the firm, company. **Tender documents can also be downloaded from web site**

www.dimts.in and in such a case, the tenderer shall deposit the cost of tender documents along-with submission of the tender. The cost of tender documents shall be deposited in the form of demand draft/pay order and enclosed in an envelope.

- 4.0 The tender documents shall be in two separate sealed packets viz. Packet-I containing Technical Bid and Packet-II containing Financial Bid. Detailed credentials as per the requirement of eligibility criteria and all tender papers except Bill of Quantities and Form of Bid as detailed in the Instructions to Tenderers are to be submitted in "Technical Bid". Bill of Quantities with rates / percentage above/below duly filled in and Form of Bid are to be submitted in "Financial Bid".
- 5.0 Completed tender documents in two packets viz. Packet-I and Packet-II shall be sealed separately in envelopes super-scribing as Packet-I (Technical Bid) and Packet-II (Financial Bid) along with the name of the work. These two sealed envelopes and the envelop (super-scribing "Earnest Money for the work" containing the Earnest Money) in the form as prescribed in the tender documents shall further be sealed in a larger envelope super-scribing the name of the work as stated above **(along-with date and time of opening of tenders)** which should be deposited in the tender box at DIMTS' office at address given in Para 1.0 before 15.00 hours of 28-07-2011. Tenders shall be opened (Technical Bids only) at 15:30 hours on the same day in the presence of the tenderers or their authorised representatives intending to attend the opening. The Financial Bids shall be opened only after assessing suitability as per the technical bids. Tenders duly sealed in the prescribed manner above can also be sent through Registered Post/Speed Post/Courier so as to reach in this office not later than the time and date of opening of tenders. Any tender received later than the time and date of opening of tenders shall be rejected and returned to the tenderer unopened.
- 6.0 Tender shall be submitted as per "Instructions to Tenderers" forming a part of the tender document.
- 7.0 Any tender received without Earnest Money in the form as specified in tender documents shall not be considered and shall be summarily rejected.

- 8.0 DIMTS reserves the right to postpone the tender submission/opening date and to accept/reject any or all tenders without assigning any reasons thereof. DIMTS' assessment of suitability as per eligibility criteria shall be final and binding.
- 9.0 Tenderers may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be correct. EMD of such tenderer shall be forfeited. The decision of DIMTS in this regard shall be final and binding.
- 10.0 The validity of the offer shall be 90 days from the date of submission (Technical Bid) of the tender.
- 11.0 The transfer of tender documents purchased by one intending tenderer to another tenderer is not admissible. Tenderer can submit tenders only on the documents purchased by him.

For & on behalf of
Delhi Integrated Multi-Modal Transit System Limited

AGM (Projects)

INSTRUCTIONS TO TENDERERS

INSTRUCTIONS TO TENDERERS

A**1 General**

- 1.1 Name of the Work: As indicated in 'Appendix to Tender'.
- 1.2 A bidder in the capacity of Individual or Sole Proprietor, Partnership firm or Company can participate in the tender and the bidder must forward attested copies of the constitution of its firm such as partnership deed, Memorandum & Articles of Association, etc. along with original Power of Attorney of authorised signatory.
- 1.3 The work is proposed to be executed under the following relationship.
- a) Client : As indicated in 'Appendix to Tender'.
 - b) Employer : Delhi Integrated Multi- Modal Transit System Limited address as given in 'Appendix to Tender'.
 - c) Contractor: The successful tenderer to whom the work is awarded shall become the contractor for the execution of this work.
- 1.4 Throughout these bidding documents, the terms "bid" and "tender" and their derivatives ("bidder"/"tenderer"), "bid/tendered", "bidding"/"tendering", etc.) are synonymous. Day means calendar day. Singular also means plural.
- 1.5 **Scope of Work:** The work includes leveling of the area; construction of internal roads/ pavements; adding adjoining land in the depot area by dismantling / shifting a portion of existing roads / fencing, electrical works including area lighting and storm water drains etc. all as per minimum requirement for operation of cluster buses.
- The scope given above is only indicative.
- 1.6 Estimated cost of the work is as indicated in the 'Appendix to Tender.'
- 1.7 Tenderers may carefully note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by

them is not found to be true. In addition the EMD of such tenderer shall be forfeited. The decision of Employer in this respect shall be final and binding.

- 1.8 A bidder shall submit only one bid in the capacity of an Individual or Sole Proprietor, Partnership firm or Company. Violation of this condition is liable to disqualify the tenders in which such bidder has participated and EMD of all such tenderers shall stand forfeited.

2 Cost of Bidding

- 2.1 The bidder shall bear all costs associated with the preparation and submission of the bid and the Employer will in no case be responsible or liable for these costs regardless of the conduct or the outcome of the bidding process.

B. The Bidding Documents

3 Content of bidding documents

- 3.1 The bidding documents include the following:

- Notice Inviting Tender
- Instructions to Tenderers
- Appendix to Tender
- Form of Bid
- General Conditions of Contract
- Special Conditions of Contract
- Technical Specifications
- Drawings
- Bill of Quantities

- 3.2 The bidder is expected to examine all instructions, terms, conditions, forms, specifications and other information in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidders' risk and may result in rejection of his bid.

4 Understanding and Amendment of Tender Documents

- 4.1 The bidder must obtain for itself on its own responsibility and its own cost all the information including risks, contingencies & other circumstances in execution of the work. It shall also carefully read and understand all its

obligations & liabilities given in tender documents.

- 4.2 The bidder is advised to visit and examine the site where the work is to be executed and its surroundings or other areas as deemed fit by the bidder and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and execution of the contract. The cost of visiting the site and collecting relevant data shall be at the bidder's own expenses. It is a condition of the tender that the tenderer is deemed to have visited the site and satisfied itself with all the conditions prevailing including any difficulties for executing the work.
- 4.3 At any time prior to the deadline for submission of bids, Employer may for any reason whether at its own initiative or in response to any request by any prospective bidder amend the bidding documents by issuing Addendum/Corrigendum, which shall be part of the Tender documents. Such an amendment will be posted on DIMTS website. The tenderers have to keep a vigil on the DIMTS website for the same & they shall have no claim whatsoever for any ignorance in such case.
- 4.4 Employer may at its discretion extend the deadline for submission of the bids at any time before the time of submission of the bids.
- 4.5 No Pre- Bid Meeting(s) will be held.

C. Preparation of the Bids

5 Language of Bid

- 5.1 The bid prepared by the bidder and all documents related to the bid shall be written in English.

6 Signing of All Bid papers and Completing Bill of Quantities

- 6.1 All the pages of the tender documents, drawings and Bill of Quantities submitted by tenderer shall be signed and stamped by the tenderer or his representative holding the Power of Attorney.
- 6.2 While filling up the rates in the Bill of

Quantities, tenderer shall ensure that there is no discrepancy in the rates mentioned in figures and words. In case of any discrepancy, the rate mentioned in the words shall be taken as final and binding.

In case of percentage rate above /below tenders, the tenderer shall clearly indicate the sign '+' or '-' while quoting the percentage in figures and shall write 'above' or 'below' or 'at par' in words. In case of any discrepancy, the percentage rate mentioned in the words shall be taken as final and binding.

In case the sign '+' or '-' while quoting the percentage in figures and 'above' or 'below' or 'at par' while quoting the percentage in words is not written then '+' or 'above' will be considered for evaluation.

In case no percentage is written, the quote shall be considered as 'at par' for evaluation.

- 6.3 The tenderer must fill and submit the prices as per instructions given in Bill of Quantities. He shall not make any addition or alteration in the tender documents. The requisite details should be filled in by the tenderer wherever required in the documents. Incomplete tender or tender not submitted as per instructions is liable to be rejected.

7 Deviations

- 7.1 The tenderer should clearly read and understand all the terms and conditions, specifications, drawings, etc. mentioned in the original tender documents. If the tenderer has any observations, the same may be indicated in his forwarding letter along with the tender. Tenderers are advised not to make any corrections, additions or alterations in the original tender documents. If tenderer makes any correction in his own entries the same shall be initialed and stamped by him. If this condition is not complied with, tender is liable to be rejected.

8 Transfer of tender documents

Transfer of tender documents purchased by one intending tenderer to another tenderer is not

permissible. Tenderer can submit tender only on the documents purchased by him.

9 Earnest Money

9.1 The tenderer must furnish the Earnest Money as indicated in 'Appendix to Tender' for the work as specified failing which the tender shall be summarily rejected. The Earnest Money may be in any one of the following forms:

- a) Pay Order/Demand Draft of any Scheduled Bank in India in favour of DIMTS Limited payable at a place as given in Appendix to Tender.
- b) Fixed Deposit Receipt issued by any Scheduled Bank in India endorsed in favour of DIMTS Limited.

No interest shall be allowed on Earnest Money Deposit in case the same is deposited in the form of Pay order/Demand draft.

9.2 Forfeiture of Earnest Money:

9.2.1 The Earnest Money of the tenderer shall be forfeited if he withdraws his tender during the period of tender validity specified in the "Appendix to Tender" or extended validity period as agreed to in writing by the tenderer.

9.2.2 The Earnest Money of the successful tenderer is liable to be forfeited if he fails to;

- i) sign the Contract Agreement in accordance with the terms of the tender, or
- ii) furnish Performance Guarantee in accordance with the terms of the tender, or
- iii) commence the work within the time period stipulated in the tender.

9.2.3 In case of forfeiture of EMD, the tenderer shall be debarred from bidding in case of re-invitation of the tenders.

9.3 Return of Earnest Money:

9.3.1 The Earnest Money of the unsuccessful tenderers shall be discharged and returned as promptly as possible.

- 9.3.2 The Earnest Money Deposit of the successful tenderer shall be dealt as under:-
- i) If the Earnest Money Deposit is in the form of Fixed Deposit Receipt (FDR), the FDR shall be returned after deduction of an equivalent amount from the first on account bill and further deduction of retention money from the bills shall commence after adjusting this EMD amount.
 - ii) If the Earnest Money Deposit(EMD) is in the form of Demand Draft/Pay Order, the same shall be retained towards retention money and further deduction of retention money from the bills shall commence after adjusting this EMD amount.

10 Period of validity of the tender

- 10.1 The tender shall remain valid for the period indicated in "Appendix to Tender" after the date of the opening of the tender. If the Tenderer gives validity period less than that fixed/prescribed by Employer, the tender shall be liable to be rejected.
- 10.2 Notwithstanding the above clause, Employer may solicit the tenderers' consent to an extension of the validity period of the tender. The request and the response shall be made in writing.

D. Submission of Bids

11 Deadline for submission of tender

- 11.1 The tender duly filled must be received by Employer at the address specified not later than the date and time mentioned in the "Notice Inviting Tender".
- 11.2 A tender received later than the deadline prescribed for submission of tender by Employer is liable to be rejected.
- 11.3 Tenders brought to the office of Employer later than the deadline prescribed but before the opening time mentioned in the bidding document shall be declared as delayed tenders and may be considered by Employer and decided on its merits. The decision of the Employer shall be final and binding.
- 11.4 Any tender received after opening of the tender shall be rejected and returned unopened to the tenderer.

12 Withdrawal of tender

No tender can be withdrawn after submission and during tender validity period.

- 13** Submission of a tender by a tenderer implies that he had read all the tender documents including amendments if any, visited the site and has made himself aware of the scope and specifications of the work to be done, local conditions and other factors having any bearing on the execution of the work.

14 Sealing and marking of tenders

14.1 The tenders shall be submitted on or before the due date and time with all the relevant documents as mentioned in Para 3.1 and the following:

- a) Forwarding letter of the tenderer.
- b) Documents as per checklist (given in the Annexure-II).
- c) Earnest Money Deposit.
- d) The Bill of Quantities with prices quoted.

14.2 Earnest Money and all other completed tender documents shall be sealed in an envelope superscribed with the name of the work as indicated in "Appendix to Tender".

In addition to the above, the envelope shall also contain the name and address of the tenderer to enable tender to be returned unopened if so required.

E. Bid opening and Evaluation

15 Opening of the tender

15.1 Tenders will be opened at the address mentioned in "Notice Inviting Tender" in presence of tenderers or authorised representatives of tenderers who wish to attend the opening of tenders.

15.2 Tenderers or their authorised representatives who are present shall sign register in evidence of their attendance.

15.3 Tenderer's name, presence or absence of requisite Earnest Money, total cost of work quoted or any other details as Employer may consider appropriate will be announced and recorded at the time of bid opening.

16 Clarification of the tenders

- 16.1 To assist the examination, evaluation and comparison of the tenders, Employer may at his discretion ask the tenderers for any clarifications as considered essential. All such correspondence shall be in writing and no change in price or substance of the tender shall be sought or permitted. The above clarification for submission of the details shall form part of the tender and shall be binding on tenderer.

17 Preliminary examination of bids

- 17.1 The Employer shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order.
- 17.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the rate in words shall prevail.

In case of percentage rate above /below tenders, the tenderer shall clearly indicate the sign '+' or '-' while quoting the percentage in figures and shall write 'above' or 'below' or 'at par' while quoting the percentage in words. In case of any discrepancy, the percentage rate mentioned in the words shall be taken as final and binding and the total quoted price shall be corrected.

In case the sign '+' or '-' while quoting the percentage in figures and 'above' or 'below' or 'at par' while quoting the percentage in words is not written then '+' or 'above' will be considered for evaluation.

In case no percentage is written, the quote shall be considered as 'at par' for evaluation.

- 17.3 Prior to the detailed evaluation, Employer shall determine whether each bid is of acceptable quality, is generally complete and is substantially

responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionality or reservation. A material deviation, objections, conditionality or reservation is one;

- i) that affects in any substantial way the scope, quality or performance of the contract.
- ii) that limits in any substantial way, inconsistent with the bidding documents, the Employers' rights or the successful Bidder's obligations under the contracts; or
- iii) whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.

17.4 If a bid is not substantially responsive, it shall be rejected by the Employer.

17.5 In case of tenders containing any conditions or deviations or reservations about contents of tender document, Employer may ask for withdrawal of such conditions/deviations/reservations. If the tenderer does not withdraw such conditions/deviations/reservations, the tender shall be treated as non responsive. Employer's decision regarding responsiveness or non-responsiveness of a tender shall be final and binding.

18 Evaluation and comparison of tenders

18.1 In case of open tenders, bids, which are determined as substantially responsive, shall be evaluated based on criteria as given in Annexure-I. The tenderer must submit all necessary authentic data with necessary supporting certificates of the various items of evaluation criteria failing which his tender is liable to be rejected.

18.2 The Employer/Engineer reserves the right to negotiate the offer submitted by the tenderer to withdraw certain conditions or to bring down the rates to a reasonable level. The tenderer must note that during negotiations of rates of items of BOQ can only be reduced and not increased by the tenderer. In case the tenderer introduces any new condition or increases rates of any item of BOQ, his negotiated offer is liable to be rejected and the original offer shall remain valid and binding on him.

19 Canvassing

- 19.1 No tenderer is permitted to canvass to Employer on any matter relating to this tender. Any tenderer found doing so may be disqualified and his bid may be rejected.

20 Right to accept any tender or reject all tenders

Employer/Engineer reserves the right to accept, split, divide, negotiate, cancel or reject any tender or to annul and reject all tenders at any time prior to the award of the contract without incurring any liability to the affected tenderers or any obligation to inform affected tenderer, the grounds of such action.

- 21 If the tenderer, as individual or as a partner of partnership firm, expires after the submission of his tender but before award of work, the Employer/Engineer shall deem such tender as invalid.

22 Award of Contract

- 22.1 Employer/Engineer shall notify the successful tenderer in writing by a Registered Letter/Courier/Speed Post or per bearer that his tender has been accepted.
- 22.2 Letter of Acceptance shall constitute a legal and binding contract between Employer/Engineer and the contractor till such time the contract agreement is signed.

ANNEXURE - I**A. Qualifying Criteria**

1. The tenderer should possess the experience of having successfully completed similar works during the last 7 years (ending last day of the month previous to the one in which tenders are invited) which should be any one of the following:-
 - i) Three similar completed works costing not less than the amount equal to 40% of the estimated cost.
 - ii) Two similar completed works costing not less than the amount equal to 50% of the estimated cost.
 - iii) One similar completed work costing not less than the amount equal to 80% of the estimated cost.

Similar work means construction of Bus Depots, RCC Building works, Industrial Sheds, Structural Steel works & rigid pavement/hard standing.

Base Year and Escalation

Following enhancement factors have to be used for updating the cost of works executed to bring to a common base:

Year	Multiplying factor
2010-11	1
2009-10	1.07
2008-09	1.14
2007-08	1.23
2006-07	1.32
2005-06	1.41
2004-05	1.41

Applicant should incorporate the above enhancement factors to the actual amount of the works executed by them clearly indicating the calculations.

In case the financial figure and value of completed works are in foreign currency, the above enhanced factors will not be applied. Instead, actual amount in the foreign currency shall have to be converted into equivalent Indian Rupees (INR) at the State Bank of India BC selling rate as on the date two weeks prior to the last date of submission, clearly indicating the calculations.

2 Financial capability

2.1 Annual Financial Turnover

The average updated annual financial turnover during the last 3 years ending 31st March of the previous financial year should be at least 133% of the estimated cost.

2.2 Solvency

The tenderer should submit a solvency certificate, certified by his Bankers, of at least 40% of estimated cost of the work put to tender. Solvency Certificate from the Bankers shall be submitted as per prescribed format given at Annexure-IV.

3 Joint Venture/Consortium

Joint Ventures/Consortiums are not allowed to bid for the project.

Notes :

- 1) The financial turnover shall be judged from ITR, Annual Report including Profit and Loss Account.
- 2) The tenderer should submit performance certificates in reference to S.No.1 above, (minimum 3 nos., 2 nos. or 1 no. as the case may be) from clients for having successfully completed similar works in the last 7 years.
- 3) There should not be any unsatisfactory performance Report of the Contractor from any source.

The contractors should pass in all items of "Qualifying Criteria" to get technically qualified.

Tenderer(s) may please note that their offers will be evaluated as per the credentials/documents attached by the tenderer(s) along with the tender.

ANNEXURE - II

**CHECK LIST FOR
LIST OF DOCUMENTS TO BE ATTACHED WITH THE TENDER**

1. Earnest Money Deposit of requisite amount in the prescribed form.
2. Partnership deed/Memorandum and Articles of Association of the firm.
3. Original Power of Attorney of the person signing the tender documents.
4. Sales Tax/Works Contract Tax Registration Certificate, Service Tax Registration Certificate (as applicable).
5. Registration under Labour Laws.
6. Details of all works completed in last seven years.
7. Details of on-going works.
8. Details of Plant and Machinery (in working conditions) owned and proposed to be deployed.
9. Details of Engineers and Technical staff presently employed, proposed to be deployed.
10. Annual Turnover for the last Three years.
11. Solvency Certificate
12. Details of Testing, Measuring and Inspection Equipment owned.
13. Details of Safety Appliances and Equipment owned.
14. ISO certification (if any).
- 15.** Demand Draft/Pay order towards the cost of tender documents in case tender documents are downloaded from web site.

ANNEXURE - III

LIST OF MINIMUM KEY PERSONNEL

S. No.	Description	Minimum no. of Project-Personnel required	Min. Educational /Experience Requirement
1	Project Manager	1	BE (Civil) + 15 years relevant experience
2	Site Engineer (Civil)	1	BE (Civil) + 5 years relevant experience
3	Quality Assurance/ Safety Officer	1	Diploma (with 10 yrs. experience)/ BE (Civil) with 5 years experience
4	Site Supervisor	1	Diploma (Civil) + 8 years relevant experience

ANNEXURE - IV

SOLVENCY CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information that M/s_____ or Shri_____ a customer of our Bank is respectable and can be treated as good for any engagement up to a limit of Rs. _____ (Rupees_____).

This certificate is issued without any guarantee or responsibility on the Bank or any of its Officers.

(Signature)
for the Bank.

Note:

1. This certificate may be issued on the letterhead of the Bank
2. The solvency certificate shall be for an amount of minimum 40% of the estimated cost of work put to tender.

EVALUATION PROFORMA

EVALUATION PROFORMA-1

GENERAL INFORMATION

Bidders are requested to complete the information in this form.

1	Name of firm		
2	Head office Address:		
	Delhi Office Address:		
3	Telephone	Contact	
4	Fax	E-mail	
5	Place of incorporation / registration	Year of incorporation registration	
	Nationality of Owners (*)		
	Name		Nationality
1			
2			
3			

(*) To be completed by all owners of partnerships or individually owned firms.

EVALUATION PROFORMA-2

STRUCTURE & ORGANISATION

1	Name & Address of the applicant	
2	Telephone No. /Telex No. /Fax No.	
3	Permanent Account No. (attach copy of PAN.)	
4	Employees Provident Fund Account No.	
5	Legal status of the applicant (attach copies of original Document defining the legal status).	
6	Particulars of registration with various Government bodies (attach attested photo-copy).	
7	Organisation/Place of registration, Registration No. & Date	
8	Names and Titles of Directors & Officers with designation to be concerned with this work.	
9	Names & Designation of individuals authorized to act for the organization.	

EVALUATION PROFORMA-3

ANNUAL TURNOVER FOR THE LAST THREE YEARS

S. No.	YEAR	Turnover from Civil Engineering works (in Rs. lacs)	Turnover from all sources (in Rs. lacs)	Remarks
1				
2				
3				

Note :

1. Please attach certified/attested copies of the latest ITCC and/or Profit and Loss Account statement to support the information furnished.

DETAILS OF THE WORKS COMPLETED IN LAST SEVEN YEARS

S. No.	Description of the Work	Name and address of the Employer	Contract No. and date	Date of Commencement	Stipulated date of completion	Date of actual completion	Value of completed work (Rs.lacs)	Reasons for delay, if any	Penalty, if any, imposed for delay	Remarks
A	SIMILAR WORKS									
1										
2										
3										
4										
B	OTHER WORKS									
1										
2										
3										

Note :

- 1 Please attach copies of the certificates issued by the Client.
- 2 Only those works shall be considered for evaluation for which copies of the certificates issued by the client are attached.

DETAILS OF ON GOING WORKS

S. No.	Description of the Work	Name and addresses of the Employer	Contract No. and date	Date of award of work	Stipulated date of completion	Value of work as per order (Rs. lacs)	Value of work completed so far (Rs. lacs)	Anticipated date of completion of work	Anticipated value of work to be executed from Aug.'11 to Dec'11	Remarks
1										
2										
3										
4										
5										
6										

Note :

- 1 Please attach copies of the certificates issued by the Client.
- 2 Only those works shall be considered for evaluation for which copies of the certificates issued by the client are attached.

DETAILS OF PLANT AND MACHINERY PROPOSED TO BE DEPLOYED

S. No.	Description	Make	Model & Year of manufacture	Capacity	Condition	Nos.	Any other relevant information	Remarks
1								
2								
3								
4								
5								
6								
7								
8								
9								

DETAILS OF ENGINEERS AND TECHNICAL STAFF PROPOSED TO BE DEPLOYED

S. No.	Name	Qualification	Designation	Total Experience (in years)	Remarks
1					
2					
3					
4					
5					
6					
7					
8					
9					

Note :

- 1 The bidder shall submit the Bio-data of the technical personnel proposed to be deployed
- 2 Minimum personnel required to be deployed is given at Annexure-III

LITIGATION/ARBITRATION HISTORY

Name of Bidder

(Bidder, should provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution)

Year	Award FOR or AGAINST Bidder	Name of Project/ Name of client	Cause of litigation/ Arbitration and matter in dispute	Disputed amount (current value)	Actual Awarded Amount

Note:

1. In case of amounts in foreign currency, the figures are to be given in relevant currency and Figures in INR may be worked out as per SBI BC selling rates prevalent at that time.

INFORMATION REGARDING CURRENT LITIGATION, DEBARRING / EXPELLING OF BIDDER OR ABANDONMENT OF WORK BY BIDDER

Name of Bidder

1(a)	Does the Bidder has consistent history of litigation/arbitration awarded against him.	Yes / No
(b)	If yes, give details	
2(a)	Has the Bidder been debarred/blacklisted by any Organisation in India as on the date of application, except on account of reasons other than non-performance, such as rescinding of joint venture due to most experienced partner of joint venture pulling out, court directions leading to breaking up of a joint venture before start of work.	Yes / No
(b)	If yes, give details	
3(a)	Has the Bidder abandoned any contract work in India	Yes / No
(b)	If yes, give details	
4(a)	Has the Bidder ever been declared bankrupt during the last 5 years	Yes / No
(b)	If yes, give details, including present status	
5	Has the Bidder been debarred by DIMTS, by DIMTS or any Government or Semi Government Organization as on the date of application	Yes / No

Note:

If any information in this schedule is found to be incorrect or concealed, Bid will be summarily rejected.

EVALUATION PROFORMA-10

AFFIDAVIT*

I, _____ S/o Sh. _____ authorized representative of M/s _____ with its office at _____ solemnly affirm and declare as under on behalf of the firm:-

- 1 I/We is/are submitting Bid for _____ (Name of project)
- 2 I/We, the undersigned, do hereby certify that all the statements as contained in the Bid and annexures thereto are true and correct.
- 3 I/We, the undersigned, also hereby certify that neither our firm M/s _____ nor any of its constituent partners have abandoned any work/ contract awarded to us for which the reasons are attributable to the non-performance of the contractor.
- 4 I/We, the undersigned, also hereby certify that no criminal proceedings are pending/ ongoing in any court of law regarding any project executed by our firm.
- 5 I/We, the undersigned, also hereby certify that our firm has not been debarred/blacklisted by DIMTS or any Government or Semi- Government Organization.
- 6 The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by DIMTS to verify this statement or regarding my (our) competence and general reputation.
- 7 I/We, the undersigned, understand and agree that further qualifying information may be requested, and agrees to furnish any such information at the request of DIMTS.

[Deponent]
Signed by an Authorized Officer of the Bidder
Title of Officer
Name of Bidder
Date

VERIFICATION

I/We, the above named deponent do hereby solemnly affirm that the information contained in para 1 to 7 above are true and correct as per my knowledge and records and nothing material has been concealed there from.

Verified on _____ , 2011 at _____.

[Deponent]

* To be given on Non-judicial stamp paper of Rs.10/- duly signed by authorized notary.

APPENDIX TO TENDER

Description	Reference Clause
<u>Name of Work:-</u> Development of Bus Parking Facilities at Millennium Park Extension	1.1 of Instructions to Tenderers
<u>Client:-</u> Transport Department, Government of National Capital Territory of Delhi	1.3(a) of Instructions to Tenderers
<u>Employer:-</u> Delhi Integrated Multi-Modal Transit System Limited (DIMTS) 1 st Floor, Maharana Pratap ISBT, Kashmere Gate, Delhi-110 006.	1.3(b) of Instructions to Tenderers
<u>Scope of Work:-</u>	1.5 of Instructions to Tenderers
<u>Approximate Estimated Cost of the Work:-</u> Rs. 90 Lacs (Rupees Ninety Lacs)	1.6 of Instructions to Tenderers
<u>Amount of Earnest Money and in case EMD is submitted in the form of Pay Order/Demand Draft, the same shall be payable at:-</u> Rs. 1,80,000/- (Rupees One Lac Eighty Thousands only) payable at New Delhi	9.1 of Instructions to Tenderers
<u>Period of Validity of Tender:-</u> 90 days.	10.1 of Instructions to Tenderers
<u>Period of Completion:-</u> 3 Months	8.0 of Special Conditions of Contract
<u>Defect Liability Period:-</u> 12 months	9.0 of Special Conditions of Contract

GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT**INDEX**

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GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS

In the Contract, as herein after defined, the following word/ expressions shall have the meanings hereby assigned to them, except where the context requires otherwise.

- a) **"Approval or Approved"** means approval in writing including subsequent written confirmation of previous verbal approval.
- b) **"Bill of Quantities (BOQ)"** means list of items of work, their quantities and rates.
- c) **"Client or Principal Employer or Owner"** means the Department, Organisation, individual, firm, company, J.V. or Consortium who awarded the work to DIMTS Limited for execution of the project of which the works is a part, and shall include its heirs, executors, legal representatives etc.
- d) **"Contract"** shall mean and include the Agreement or Letter of Acceptance, the accepted Bill of Quantities and Rates, the General Conditions of Contract, Special Conditions of Contract, Appendix to Tender, Form of Bid, Instructions to Tenderers, Drawings, Specifications and other Tender Documents.
- e) **"Contract Value"** means the sum stated in the letter of Acceptance/Contract Agreement.
- f) **"Contractor"** means the individual, firm, Company, Corporation whether incorporated or not, who enters into the Contract with the Employer, and shall include its heirs, executors, administrators, successors, legal representatives, as the case may be.
- g) **"Contractor's Representative"** shall mean the person responsible for execution of the contract who shall be so declared by the Contractor and who shall be authorized under a duly executed power of attorney to comply the instructions and to use, receive materials issued by the Employer to the Contractor for works. He shall be capable of taking responsibility for proper execution of works.
- h) **"Construction Plant"** means all machinery, appliances or things of whatsoever nature required for the execution and completion of the works, but do not include material or other things intended to form or forming part of the permanent works.

- i) **"Day"** means the calendar day.
- j) **"Defect Liability Period"** means the specified period of defects liability from the date of issue of completion certificate by the Engineer.
- k) **"Drawings"** means the Drawings annexed to the Contract or referred in it and shall include any modifications of such Drawings and further Drawings as may be issued or approved by the Engineer.
- l) **"Employer"** means DIMTS LIMITED, on behalf of Principal Employer/Client
- m) **"Engineer or Engineer in Charge"** means the Project Head of DIMTS Ltd. (Employer) or any other officer authorised by the Employer to act on his behalf and for the purpose of operating the Contract.
- n) **"Engineer's Representative"** means any official nominated from time to time by the Engineer to act on its behalf.
- o) **"Letter of Acceptance"** means the letter from the Employer or the Engineer to the Contractor, conveying acceptance of the Tender.
- p) **"Material/s"** means all equipment, components, fittings and other materials including raw materials, which form part of the permanent works.
- q) **"Month"** means the calendar month
- r) **"Other Contractors"** means the individual, firm, Company, Corporation, Joint Venture or Consortium employed by or having a contract directly or indirectly with the Client/Employer/Engineer other than the Contractor.
- s) **"Permanent Work(s)/ Work(s)"** means the works (other than temporary works) to be executed in accordance with the Contract or part/s thereof as the case may be and shall include extra or additional, altered or substituted items of work as required for performance of the Contract.
- t) **"Rupees"** (or Rs. in abbreviation) shall mean Rupees in Indian currency.

- u) **"Sub-Contractor"** means the individual, firm, Company, Corporation, Joint Venture or Consortium, having direct contract with the Contractor and to whom any part of the work has been sublet by the Contractor and shall include its heirs, its executors, administrators, successors, legal representatives, as the case may be.
- v) **"Specifications"** means the specifications referred to in the Contract and any modification thereof or addition thereto, or as may from time to time be furnished or approved in writing by the Engineer.
- w) **"Scheduled Bank"** means a bank included in the second schedule to the Reserve Bank of India Act, 1934, or modification thereto.
- x) **"Site"** means the land and/or other places on, under, in or through which the works are to be carried out, and any other lands or places provided by the Client/Employer/Engineer for the purpose of the Contract.
- y) **"Tenderer or Bidder"** means the individual, firm, Company, Corporation submitting a bid/tender.
- z) **"Tender or Bid"** means the offer (Technical and/or Financial) made by individual, firm, Company, corporation for the execution of the works.
- aa) **"Temporary Works"** means all enabling works of every kind required for the execution of the works.
- bb) **"Test"** means such tests as prescribed in the Contract or by the Engineer or Engineer's Representatives, whether performed by the Contractor or by the Engineer or Engineer's Representative or any agency approved by the Engineer.
- cc) **"Time"** expressed by hours of the clock shall be according to the Indian Standard time.

2.0 HEADING AND MARGINAL NOTES

- 2.1 The top heading and marginal notes given in the tender or Contract documents are solely for the purpose of facilitating reference and shall not be deemed to be part thereof and shall not be taken into consideration in the interpretation or consideration thereof.

2.2 Notices, consents, Approvals, Certificates and Determination.

Wherever in the Contract provision is made for giving or issue of any notice, consent, approval certificate or determination, it shall be in writing and the words notify, certify or determine shall be construed accordingly.

3.0 SINGULAR, PLURAL AND GENERAL

Words importing the singular only also include the plural and vice versa where the context requires. Similarly, words importing masculine gender also include the feminine gender.

4.0 COMMUNICATION AND LANGUAGE OF CONTRACT

4.1 Communication to be in writing

All notices, communications, references and complaints by either party to the Contract shall be in writing in English. Communication from only authorised representative of the Employer/ Contractor shall be entertained.

4.2 Language of Contract

The Contract document shall be drawn up in English.

5.0 LAWS GOVERNING THE CONTRACT

The Contract shall be governed by the laws in force in India.

6.0 INSPECTION OF SITE AND SITE DATA:

- i. The Employer/Engineer shall make available with Tender Documents such data on hydrological and sub-surface conditions, if any, obtained from investigations undertaken relevant to the works. However any such information/Data provided is merely for guidance only. The Contractor is advised to make his own independent assessment and shall at all times be responsible for use/ interpretation of all such data.
- ii. The Contractor shall be deemed to have inspected and examined the site and information available in connection therewith and to have satisfied himself fully before submitting his bid about the sub-

surface conditions, the hydrological and climatic conditions, the extent and nature of work and materials necessary for the completion of the works, the means of access to the site and accommodation he may require. He shall also be deemed to have obtained all necessary information regarding risks, contingencies and all other circumstances which may influence or affect the Contract.

7.0 CONTRACTOR'S UNDERSTANDING

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 stated in the Bill of Quantities, all of which shall except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution, completion and maintenance of works.

8.0 PERFORMANCE SECURITY & RETENTION MONEY

8.1 Deleted

8.2 Performance Security:

- i. Within 7 days of issue of the Letter of Acceptance from the Employer / Engineer, the successful tenderer shall furnish to Employer/Engineer a Performance Security in the form of Demand Draft of any Nationalized/Scheduled Indian Bank Payable at New Delhi in favour of DIMTS Ltd. or in the form of Government Securities or Fixed Deposit Receipts of any Nationalized bank duly pledged in favour of DIMTS Ltd. or in the form of bank guarantee from any Nationalized Indian Bank/any RBI approved Scheduled Indian Bank in the Performa annexed as Annexure-II of GCC from any Scheduled Bank for an amount of 5% (Five percent) of the Contract Value and shall be valid till 60 days beyond the stipulated date of completion.

The Bank Guarantee shall be operative till the same is approved for discharge by the Employer/Engineer on satisfactory completion of works.

- ii. No payment under the Contract shall be made to the Contractor before receipt of performance security.
- iii. Failure of the successful tenderer to furnish the required performance security shall be a ground for the annulment of the award of the Contract and forfeiture of the Earnest Money Deposit.

8.3 Retention Money:

- i) Retention money for Contract shall be recovered from each running/on account bills of the Contractor @ 8% of gross value of each bill after adjusting EMD amount till the amount so recovered including EMD amount adds up to 5% of the Contract Value of the work.
- ii) No interest shall be payable to the Contractor on the amount retained in cash towards retention money.

8.4 Release of Performance Security:

The whole of the Performance Security shall be liable to be forfeited by the Employer/Engineer at the discretion of the Employer/Engineer, in the event of any breach of contract on the part of the Contractor or if the Contractor fails to perform. On due and faithful completion of the entire work, the Performance Security shall be returned to the Contractor, subject to the issue of completion certificate by the Engineer in accordance with clause 65 of these conditions. This shall not relieve the Contractor from his obligations and liabilities, to make good any failures, defects, imperfections, shrinkages, or faults that may be detected during the defect liability period specified in the Contract.

8.5 Release of Retention Money:

- i) The Retention Money shall be released to the Contractor after the expiry of the defect liability period specified in the Contract. The retention money shall be released after all defects, imperfections, shrinkages and faults have been rectified by the Contractor to the satisfaction of the Engineer and Defect

Liability certificate is issued by the Engineer.

- ii) If requested by the Contractor, the Retention money may be released on satisfactory completion of works against submission of Bank Guarantee issued by a scheduled bank on its accumulation to a minimum of Rs. 5 lakhs subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lakhs, in the Performa annexed as Annexure-III of GCC. This Bank Guarantee shall be kept valid till the period of two months beyond the expiry of Defect Liability Period. Fixed Deposit Receipt (FDR) from a scheduled bank endorsed in favour of the Employer can be submitted by the Contractor in lieu of the Bank Guarantee for release of Retention Money.

Where different defect liability periods are applicable to different parts of the works, the expression - "expiration of the defect liability period" shall for the purpose of this clause be deemed to mean the expiry of last of such periods.

9.0 INSURANCE

- 9.1 The Contractor shall obtain necessary insurances in the joint name with the Employer, at his own cost as per the requirement. He may be required to take necessary add on covers if specified elsewhere in the contract or as may be instructed by the Employer/Engineer.
- 9.2 Before commencing of works, it shall be obligatory for the Contractor to obtain, at his own cost, insurance cover in the joint name of Employer & Contractor from reputed companies under the following requirements:
 - a) Liability for death of or injury to any person or loss of or damage to any property (other than the work) arising out the performance of the Contract.
 - b) Construction Plant, Machinery and Equipment brought to site by the Contractor.
 - c) Any other insurance cover as may be required by the law of the land.

The Contractor shall provide evidence to the Employer/Engineer before commencement of work at site that the insurances required under the contract have been effected and shall, within 10 days of the commencement date, provide the insurance policies to the Employer/Engineer. The Contractor shall, whenever, called upon, produce to the Engineer or his representative the evidence of payment of premiums paid by him to ensure that the policies indeed continue to be in force.

The Contractor shall also obtain any additional insurance cover as per the requirements of the Contract.

The Employer/Engineer 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 his sub-contractor or petty contractor. The Contractor shall indemnify and keep indemnified the Employer/Engineer against all such damages and compensation.

The Policies of the Contractor shall remain in force through-out the period of execution of the works.

10.0 COMMUNICATION BETWEEN EMPLOYER/ENGINEER AND CONTRACTOR

10.1 Instructions in writing

Instructions given by the Engineer shall be in writing, provided that if for any reason the Engineer considers it necessary to give any instructions orally, the Contractor shall comply with such instructions. Confirmation in writing of such oral instruction given by the Engineer, whether before or after carrying out of the instructions, shall be deemed to be instructions within the meaning of this sub-clause.

The Contractor shall also be bound to carry out any instructions issued by Client as confirmed in writing by the Engineer.

10.2 All certificates, notices, written orders or letters, to be given by the Employer or the Engineer to the Contractor, shall be deemed to have been served, if the same are delivered to the Contractor or his authorised representative, or delivered or left at or posted to the given address of the

Contractor or Contractor's registered office or principal place of business. Such documents shall be deemed to have been received on the day they are left or delivered, or in the case of postal transmission, on the day they would ordinarily have reached but not exceeding 7 days from the date of posting inclusive of day of posting, in any case.

10.3 Notices to Employer and Engineer

All notices to be given to the Employer or to the Engineer, under the terms of the contract, shall be served by sending by Speed/Registered post or by delivering the same, to the respective nominated addresses.

10.4 Change of Address

Either party may change the nominated address by prior written notice to the other party.

10.5 Change in constitution of Firm

In case of any change in the constitution of Contractor's firm, the same shall forthwith be notified by the Contractor to the Engineer / Employer.

11 DUTIES OF ENGINEER AND ENGINEER'S REPRESENTATIVE

11.1 Duties and Authority of Engineer

The Engineer or his authorized representative shall have the right to carry out the duties specified or implied in the Contract including issue of instructions, decisions, certificates and orders, as are specified in the contract, or necessary for the observance/administration of the Contract and expeditious and timely completion of the work.

- (a) If the Engineer-in-Charge is required, under, the terms of his appointment by the Principal Employer, to obtain the specific approval of the Principal Employer before exercising any such authority, particulars of such requirements are set out in the Special Conditions. Provided further that any requisite approval shall be deemed to have been given by the Principal Employer for any such authority exercised by the Engineer-in-Charge.
- (b) Except as expressly stated in the Contract, the Engineer-in-Charge shall have no authority to

relieve the Contractor of any of his obligations under the Contract.

12 GENERAL OBLIGATIONS OF THE CONTRACTOR

12.1 General Responsibility of the Contractor

The Contractor shall comply with the provisions of the Contract with due care and diligence design (to the extent provided for in the Contract), execute, complete the works and remedy the defects in accordance with the provisions of the Contract. The Contractor shall provide all superintendence, labour, materials, plant, & Equipment and all other things, whether of a temporary or permanent nature, required in and for such design, execution, completion and maintenance of works and rectification of any defects, as directed by the Engineer or his Representative.

12.2 Site Operations and Methods of Construction:

The Contractor shall take full responsibility for the adequacy, stability and safety of all site operations and method of construction. Where the Contract expressly provides that part of the Permanent Works shall be designed by the Contractor, he shall be fully responsible for that part of such works, notwithstanding any approval by the Engineer.

12.3 Appraisal of Errors / Omissions in the Drawings:

The Contractor shall promptly inform in writing to the Engineer of any error, omission, fault and other defects, in the design, drawings or specifications for the works which are noticed while reviewing the Contract documents or in the process of execution of the works.

12.4 Compliance with Regulations and Bye-laws:

The Contractor shall comply with the statutory provisions relating to the works, regulations and by-laws of any local authority and undertaking, including those controlling the utilities such as water supply, sewerage, telephones, power supply, etc., in whose jurisdiction the work is to be executed. The Contractor shall be bound to give all notices required by statute, regulations or bye-laws, as aforesaid. It shall be the responsibility of the Contractor to arrange all necessary clearances and approvals from the concerned

authorities or undertakings before the work is taken up. However, assistance, if any, may be provided by Engineer/Employer/Client.

12.5 Contract Agreement:

The Contractor shall enter into and execute the Contract agreement in the form of agreement (Annexure-I) within 15 days from the date of issue of Letter of Acceptance unless otherwise agreed by the Employer. Two sets of stamp papers of the requisite value as per the prevailing laws shall be provided by the Contractor at his own cost. One set of agreement shall be retained by the Employer/Engineer and the other set of the agreement shall be made available to the Contractor.

12.6 Contractor's Representative

The Contractor shall keep responsible representative at site or work place during all working hours, who shall, on receiving a reasonable notice, present himself to the Engineer, Engineer's Representative or their Assistants. The instructions and orders given to the Contractor's representative shall be deemed to have the same force as if they have been given to the Contractor. The Contractor should furnish the necessary Power of Attorney in favour of his representative for the purpose of this clause. Failure on part of the Contractor to comply with this provision shall constitute a breach of Contract and may lead to action under clause 50.0.

13 SUBCONTRACTING

13.1 Subcontracting

- i.** The Contractor shall not subcontract the whole of the works. Except where otherwise provided in the Contract, the Contractor shall not subcontract any part of the works without the prior consent of the Engineer in writing. Any such consent shall not relieve the Contractor from any of his liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his representative, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor.
- ii.** Provided that the Contractor shall not be required to obtain such consent for

- a) The provision of labour, or
- b) The purchase of materials which are in accordance with the specifications/standards specified in the Contract, or
- c) The subcontracting of any part of the works for which the subcontractor is named in the contract, or
- d) The purchase of Plants and Equipment for execution of the works, or
- e) The hiring of Plants and Equipment for execution of the works.

Any breach of the above conditions shall entitle the Employer/Engineer to terminate the contract.

13.2 Provided always that execution of specific works by petty contactors, or on piecework basis, under the personal supervision of the Contractor, shall not be deemed to be subcontracting under this clause.

14 PROVISIONS OF EFFICIENT AND COMPETENT STAFF

The Contractor shall employ and keep on the works at all times efficient and competent staff to give necessary directives to his workers to see that they execute works in a safe and proper manner. The Contractor shall employ only such supervisors and workmen as are capable, careful, and skilled. The Engineer shall be at liberty to object to and order the Contractor to remove forthwith from the works, any person employed by the Contractor in or about the execution of works or maintenance of works, who, in the opinion of the Engineer, misconducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the Engineer to be undesirable and such person shall not be employed again in the works without the written permission of the Engineer. Any person so removed from the works shall be replaced as soon as possible by a competent substitute.

15.0 PROGRAMME OF WORK

The Contractor shall submit the programme for completion of work to the Engineer for his approval within 7 days from the date of receipt of letter of acceptance. Unless otherwise directed, the programme shall be in the form of Bar-Chart showing proposed execution of quantities of principal items of work. The programme shall be related to the capability of equipment proposed to be deployed and site conditions. The Contractor shall also provide in writing methodology for execution of major items of

work. The submission and approval of such programme shall not relieve the Contractor of any of his duties or responsibilities or obligations under the contract. The Engineer shall have full power and authority during the progress of work, to issue such instructions as may be necessary for the proper and adequate execution of the work.

16.0 COMMENCEMENT OF WORK

The Contractor shall commence the works within the time limit as specified in the Letter of Acceptance.

17.0 ACCESS TO SITE OF WORK

17.1 Access to Engineer

The Engineer or the Client/ Employer, shall at all times have access to the works and to all workshops and places, where work is being performed and 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.

18.0 SETTING OUT

The Contractor shall be responsible for the true and proper setting out of the works using his own survey instruments, appliances and labour. If at any time during the progress of works, any error appears or arises in any part of the work, the Contractor on being required to do so by the Engineer, shall at once rectify such error, to the satisfaction of the Engineer. The Contractor shall also provide all necessary assistance in the form of labour and materials to Engineer or his representatives for checking the set out. The checking of any setting out, or of any line or level by the Engineer's representative shall not in any way relieve the Contractor of his responsibility for the correctness thereof. The Contractor shall carefully protect and preserve all bench marks, reference pillars, pegs, and other things used in setting out the works.

19.0 TEMPORARY WORKS

- i) All temporary works necessary for the proper execution of the works shall be provided and maintained by the Contractor at his own cost. All detailed working drawings, design, design calculations and fabrication drawings for important temporary works as decided by the

Engineer, shall be prepared by the Contractor at his own cost and forwarded to the Engineer at least 7 days in advance of actual constructional requirements for his approval. Such approval shall not, however, relieve the Contractor of any of his responsibility in connection with the temporary works.

- ii) When the temporary works are no longer required, the Contractor shall remove the same at his own cost. In the event of failure on the part of the Contractor to remove the temporary works, the Engineer will cause them to be removed and cost incurred for removal, supervision, and other incidental charges shall be recovered from the Contractor.

20.0 SPECIFICATIONS AND DRAWINGS

20.1 The Contractor shall keep at site in good condition one copy of latest approved Specifications and Drawings and also such other Contract documents as may be necessary and make them available to the Client/Employer/Engineer or his Representative at all reasonable times. Any specification & drawing shall not be used on any other work or communicated to a third party by the Contractor.

20.2 Adherence to Specifications and Drawings

The work shall be executed in conformity with the specifications and drawings of the Contract issued to the Contractor by the Engineer from time to time. If the Contractor does any work or part of work in a manner not in conformity to the specifications or drawings without the approval of the Engineer, he shall bear all the costs arising there from including dismantling and reconstruction strictly in accordance with the specifications and drawings and shall be responsible for all the losses/delays to the Employer/Engineer/Client. The term drawings in this sub-clause also include the drawings prepared by the Contractor and approved by the Engineer.

20.3 Meaning & Intent of Specifications and Drawings

If any ambiguity arises as to the meaning and intent of any portion of the specifications and drawings or as to execution or quality of any work or material or as to the measurement of the works, the decision of the Engineer thereon shall be final and binding.

21.0 INDEMNITY BY THE CONTRACTOR**21.1 Indemnity against all actions of Contractor**

The Contractor shall hold and save harmless and indemnify the Client/Employer/Engineer and their employees, from all actions, suits, proceedings, loss, costs, damages, charges, claims and demands of every nature and description brought against or recovered from the Client/Employer/Engineer and their employees by reason of any act or omission of the Contractor and/or his representative and/or his Employees and/or his sub-contractors in the execution of the works or in the guarding of the same. All the sums payable by Client/Employer/Engineer by way of compensation under any of these conditions, shall be recovered from the Contractor, without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

21.2 Indemnity against all Claims of Patent rights and Royalties

The Contractor shall hold and save harmless and indemnify the Client/Employer/Engineer, his officers and Employees from and against all claims and proceedings for or on account of infringement by the Contractor of copyright, any patent rights, design, trademark or name, secret process, patented or unpatented invention, articles or appliances manufactured or used for or in connection with the works and from and against all claims, proceedings, costs, damages, charges, and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall pay all royalties, taxes, rent and other payments or compensation, if any, for getting the materials required for the works and due fulfillment of the contract and indemnify Client/Employer/Engineer and their officers, employees against any claims in this regard.

22.0 DAMAGE TO LIFE AND PROPERTY:

The Contractor shall be responsible for all risks to works, nearby existing structures and life of his supervisors and workmen as also those of Employer/Client or any trespassers from whatever cause in connection with the works until these are taken over by Employer/Engineer. The Contractor

shall make good at his own expenses all loss or damages to life and property.

23.0 SAFETY OF PUBLIC AND PUBLIC UTILITIES

- i) Existing road or water courses or any other utility shall not be blocked, cut through, altered, diverted or obstructed in any way by the Contractor, except with the permission of the Engineer. All compensation claimed by any Department/Organisation for any unauthorized closure, cutting through, alteration, diversion or obstruction to such roads or water courses by the Contractor or his staff shall be recovered from any moneys due to the Contractor.
- ii) During progress of work in any street or thoroughfare, the Contractor shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or thoroughfare and for any drainage. Water supply, sewer lines, Electrical and Telecommunication cables/wires etc. which may be interrupted by reason of execution of works shall be protected/diverted and maintained by the Contractor at his own cost. Barriers, lights and other safeguards as necessary or as prescribed by the Engineer for the regulation of traffic including watchmen necessary to prevent accidents shall be provided by the Contractor at his own cost.
- iii) The Contractor shall be responsible for taking all precautions to ensure safety of the public utilities and public in the vicinity of works and shall post such watchmen at his own cost as may, in the opinion of the Engineer, be necessary to comply with the regulations applying to the work and to ensure safety.
- iv) Should the Contractor fail to implement the provisions as required in the above sub-clauses, the Engineer may provide necessary arrangements and the cost of the same shall be recovered from the Contractor's payments/dues.

24.0 OTHER SAFETY PROVISIONS

24.1 Safety of Labour and others

The Contractor shall, at his own expense, arrange for the safety provisions as required by any law in

force, in respect of the labour employed directly or indirectly for performance of the works, and shall provide all facilities in connection therewith.

24.2 Safety of works

The Contractor shall provide and maintain at his own cost, all lights, guards, signage, signalmen, fencing and watching arrangements when and where necessary, or as required by the Engineer for the protection of the works or for safety and convenience of those employed on works or of the public.

24.3 Mere observance of these precautions shall not absolve the Contractor of his liability in case of loss or damage to property, or injury to or death of any employee/labour of Contractor, Client or Employer/Engineer or any member of the public.

24.4 Recovery of the cost from the Contractor

Should the Contractor fail to implement the provisions as required in the preceding sub-clauses 24.1 & 24.2, the Engineer may provide necessary arrangements and the cost of the same shall be recovered from the Contractor's payments/dues.

25.0 PROTECTION OF ENVIRONMENT

During execution of works, the Contractor and his sub-contractors, petty contractors shall abide at all times by all existing enactments on environmental protections and rules made there under, regulations, notifications and bye-laws of the State or Central Government or local authorities and any other law, bye-law, regulation that may be issued in this respect in future by the State or Central Government or local authority. Salient features of some of the laws that are applicable are given below:-

- i) The Water (Prevention and Control of Pollution) Act, 1974. This provides for the prevention and control of water pollution and maintaining and restoring of wholesomeness of water. "Pollution" means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance

into water (whether directly or indirectly) as may, or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms.

- ii) The Air (Prevention and Control of Pollution) Act, 1981. This provides for prevention, control and abatement of air pollution. "Air Pollution" means the presence in the atmosphere of any "air pollutant", which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment.

- iii) The Environment (Protection) Act, 1986. This provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. Environment includes water, air and land and the inter-relationship which exists among and between water, air and land, other living creatures, plants, micro-organism and property.

- iv) The Public Liability Insurance Act, 1991. This provides for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matters connected therewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act, 1986, and exceeding such quantity as may be specified by notification by the Central Government.

26.0 CARE OF WORKS

From the commencement of the work until completion, acceptance and final takeover of the works by the Engineer, the Contractor shall take full responsibility for the care of all works including temporary works. In case any damage, loss or injury

happens to the work or to any temporary works from any cause whatsoever, the Contractor shall at his own cost repair and make good the same so that on completion and at the time of final take over, the work shall be in good condition and in conformity in every respect with the requirements of the contract and the Engineer's instructions.

27.0 USE OF EXPLOSIVES

Explosives shall not be used on the works or site by the Contractor without the written permission of the Engineer and only in the manner and to the extent such permission is given. When explosives are required for works they shall be stored in a special magazine, to be provided by the Contractor at his own cost, in accordance with the provisions of law on Explosives. The Contractor shall take all precautions in using the explosives and prevent damage to nearby properties and utilities. The Contractor shall also obtain necessary license for the storage and the use of explosives from the authorities concerned. All operations in which or for which explosives are used shall be at the risk and responsibility of the Contractor and the Contractor shall indemnify the Client/Employer/Engineer and their employees in respect thereof.

28.0 OCCUPATION AND USE OF LAND

No land belonging to or in the possession of the Client/Employer/Engineer shall be occupied by the Contractor without written permission of the Engineer. The Contractor shall not use, or allow the site to be used for any purpose other than that of executing the works.

29.0 EXCAVATED MATERIALS

The Contractor shall not use, sell or otherwise dispose off, or remove, except for the purpose of this Contract sand, clay, ballast, earth, rock or any other substance or materials, which may be obtained from any excavation made at site. All such items shall be the property of the Client. The Contractor may be permitted by the Engineer to use the same for the purpose of works on mutually agreed payment terms.

30.0 RELICS AND TREASURES

All gold, silver, coins, oil and other minerals of any description, and precious stones of all kinds, treasures, antiques, fossils and other similar things, which shall be found in or at site, shall be the property of the Client and the Contractor shall duly preserve the same to the satisfaction of the Engineer, and from time to time deliver the same to such person or persons, as the Client/Engineer may appoint to receive the same.

31.0 CO-OPERATION WITH OTHER CONTRACTORS

The Contractor shall in accordance with the requirements of the Engineer, cooperate with and afford all reasonable opportunities for carrying out the work by other Contractors engaged by the Client/Employer/Engineer or any other Authority.

32.0 WORK DURING NIGHT

Unless specifically provided elsewhere in the Contract, the Contractor shall not carry out any work between sunset and sunrise without the prior permission of the Engineer. In case of any grave emergency or in order to avoid risk to property and life or to prevent damage to utilities or to restore them, work may be done at night also without the prior permission of the Engineer, but intimation to this effect should be sent to him immediately. No increase in rates or extra payment shall be admissible for the night work. The Contractor shall make adequate lighting and safety arrangements for night working. He shall also be responsible for any claim on account of any injury to or loss of life, of any one, arising out of inadequate lighting, safety arrangements or due to any other failure of the Contractor.

33.0 SHEDS, STORES, YARDS

The Contractor shall at his own expense provide and maintain sheds, store-houses and yards at such locations and in such numbers as in the opinion of the Engineer are necessary for carrying out the works. The Engineer and the Engineer's representatives shall have free access to the said sheds, storehouses and yards at any time for the purpose of inspecting the stock of materials and plant so kept in hand. Any materials or plant which

the Engineer may object to shall not be brought upon or used in the works and shall forthwith be removed from the sheds, storehouses or yards by the Contractor.

34.0 Deleted

35.0 Deleted

36.0 PLANT AND MATERIALS OF THE CONTRACTOR

36.1 Contractor's plant/materials at site to be exclusive to the work

All constructional plant and materials brought on the site by the Contractor shall be deemed to be exclusively intended for the execution of the work or part of the work and the Contractor shall not remove the same without the permission of the Engineer till completion of work or part of work.

36.2 Removal of constructional plant/materials from site

Upon completion of the works, the Contractor shall remove from the site all the said constructional plant remaining thereon and unused materials belonging to the Contractor.

36.3 Loss or damage to constructional plant/materials

The Client/Employer/Engineer shall not at any time be liable for the loss of or damage to any of the said constructional plant, temporary works or materials.

37.0 CONTRACTOR TO KEEP SITE CLEAR

During the progress of works, the Contractor shall keep the site reasonably clean and free from obstructions and shall store neatly construction plant and materials.

38.0 HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS

38.1 No quarters shall be provided by Employer/Engineer for the accommodation of Contractor or any of his staff employed on works.

38.2 Provision of labour Camp

The Contractor, shall, at his own expense, make adequate arrangements for the housing, supply of drinking water, electricity, canteen and provision of latrines and urinals, for his staff and workmen

employed on the work, directly or through petty Contractors or sub-Contractors and for temporary creche (Bal-mandir) where 50 or more women are employed at a time. All camp sites shall be maintained in clean and good sanitary conditions, by the Contractor, at his own cost.

38.3 Compliance with Rules for employment of labour

The Contractor shall comply with all laws, bye-laws, rules and regulations in force, pertaining to employment of local or imported labour, and shall take all necessary precautions to ensure and preserve the health and safety of all staff/workmen, employed on the works directly or through petty Contractors or sub-Contractors.

38.4 Medical facilities at site

The Contractor shall, at his own cost, provide first aid and medical facilities at site as may be necessary or as prescribed by the Engineer.

38.5 Use of Intoxicants

No consumption/sale of alcohol and/or other intoxicating drinks or drugs shall be permitted by the Contractor at or near the site. The Contractor shall also ensure that no labour or employee is permitted to work at the site in an intoxicated state or under the influence of any drugs or alcohol.

39.0 ENGAGEMENT OF LABOUR

The Contractor shall make his own arrangements for the engagement of all labour. The Contractor shall not employ any labour below the age prescribed in any labour legislation, directly or through petty Contractors or sub-Contractors, for execution of the work.

40.0 WAGES OF LABOUR

40.1 Wages under relevant laws.

In dealing with labour and employees, the Contractor and his subcontractors (including piece rate and petty Contractors) shall comply fully with all laws and statutory regulations including but not limited to the following:

- i) Workmen's Compensation Act, 1923
- ii) Payment of Gratuity Act, 1972
- iii) Employees Provident Funds and Miscellaneous Provisions Act, 1952

- iv) Maternity Benefits Act, 1951
- v) Contract Labour (Regulations and Abolition) Act, 1970
- vi) Minimum Wages Act 1948
- vii) Payment of Wages Act 1936
- viii) Equal Remuneration Act 1979
- ix) Payment of Bonus Act 1965
- x) Industrial Dispute Act 1947
- xi) Industrial Employment (Standing Orders) Act 1946
- xii) Trade Union Act 1926
- xiii) Child Labour (Prohibition and Regulation) Act 1986
- xiv) Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act 1979
- xv) The Buildings and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and Cess Act of 1996.
- xvi) The Factories Act 1948

and other laws or Regulations framed by competent legislative authorities from time to time as may be applicable or brought in force. In accordance with the various Acts and Regulations with all up-to date amendments, the Contractor shall ensure that he and his subcontractors (including petty and piece rate Contractors) observe strictly inter-alia the following:

- a. Wages paid are not less than those prescribed.
- b. Wages and other dues are paid regularly and in time.
- c. Licenses are obtained as required under any of the acts or regulations.
- d. Maintain prescribed records, submit necessary statements to authorities concerned and display required notices.
- e. Take prompt action on any instructions / directions from the authorities under various labour laws.

40.2 Claims on account of violation of labour laws

If any moneys shall, as a result of any instructions, directions or decisions from the authorities or claim or application made under any of the labour laws or regulations, be directed to be

paid by the Employer/Engineer because of any failure on the part of the Contractor, such moneys shall be deemed to be moneys payable to the Employer/Engineer by the Contractor and on failure of the Contractor to repay the Employer/Engineer any moneys paid or to be paid as aforesaid within seven days after the same shall have been demanded, the Employer/Engineer shall be entitled to recover the amount from any moneys due or becoming due to the Contractor under this or any other contract with the Employer.

41.0 REPORTING OF ACCIDENTS INVOLVING LABOUR

The Contractor shall be responsible for safety of all employees/labour employed by him on works, directly or through petty Contractors or sub-Contractors and shall report accidents, occurring on works to the Engineer or the Engineer's representative, and shall make every arrangement to render all possible assistance and to provide prompt and proper medical attention. In case of fatal accident, it will be Contractor's responsibility to report accident to police keeping the Engineer advised of the same. The compensation for affected workers or their relatives shall be paid expeditiously by the Contractor in accordance with the Workmen's Compensation Act or as may be decided by the labour Authorities.

42.0 SUPPLY OF WATER AND ELECTRIC POWER

Unless otherwise provided elsewhere in the Contract, the Contractor shall be responsible for making arrangements at his own cost to obtain supply of water and/or electrical power, necessary for execution of the works and during defect liability period. In the event the Engineer is in a position to supply water or electrical power, or both, required for works, such supply shall be given only at one point. The cost of making necessary arrangements to the Engineer's distribution system and laying of necessary pipe line, specials, valves, meters etc. for water supply or the laying of underground/overhead conductor, circuit protection, electric power meters and transmission structures in case of electric power shall be borne by the Contractor. The Contractor shall also bear the running cost of water and power supplied, the rates for which shall be determined and notified by the

Engineer. The decision of the Engineer on such costs shall be final and binding. Any increase in water/power tariff by supplying agencies shall also be borne by the Contractor.

43.0 REPAIR TO DAMAGES

The Contractor shall be responsible for rebuilding/repairs of any damage to works, caused by any reasons what so ever. In case the design is supplied by Engineer/Client the same shall be reviewed by the contractor before execution of works and intimate in writing any discrepancy in drawing/design supplied by the Engineer/ Client. In case the Contractor is unable or unwilling to execute such repair works promptly, the Engineer may get the same done by engaging another agency or using labour, materials and resources as may be considered necessary and the cost of such remedial works shall be recovered from the Contractor's dues. The decision of the Engineer regarding reasons of the damage shall be final and binding.

44.0 IMPLEMENTATION OF QUALITY MANAGEMENT SYSTEM

44.1 The Contractor shall execute the work following the safety norms which shall include but not be limited to providing safety equipment, safety shoes and helmets to all workers, erecting of safety barricades and displaying safety posters and instructions about awareness for safety.

44.2 The Contractor shall arrange timely calibration of all his measuring and testing equipment at his own cost from reputed laboratory and supply of calibration certificates to the Engineer.

44.3 The Contractor shall arrange to provide test certificates issued by manufacturers for materials supplied by him or arrange to test the materials at his own cost in a reputed laboratory and supply test certificates to the Engineer.

45 MATERIALS AND WORKMANSHIP

45.1 Material and workmanship as per Specifications

i. All materials and workmanship shall be as per the contract and in accordance with the Engineer's instructions and shall be subjected to such tests as the Engineer may direct. The Contractor shall provide all such assistance, instruments, machines, labour and materials required for examining, measuring and testing

any work and materials used. The Contractor shall supply samples of material before incorporating in the works for testing as may be selected and required by the Engineer.

- ii. The sources of materials to be used in the works shall be intimated to the Engineer and are subject to his approval.

45.2 Supply of sample

All samples shall be supplied by the Contractor at his own cost.

45.3 Cost of tests of Materials and Workmanship

The cost of carrying out any tests in a reputed laboratory as acceptable to the Engineer shall be borne by the Contractor

46.0 REMOVAL OF IMPROPER MATERIALS AND WORKS

- i The Engineer shall have the authority to order from time to time:
 - a. The removal from site within specified time, of any material, which in the opinion of the Engineer, is not in accordance with the Specifications and Conditions of the Contract.
 - b. The substitution of defective material by approved quality material; and
 - c. The removal and proper re-execution, notwithstanding any previous decision or interim payment thereof, of any work which in respect of materials or workmanship is not, in the opinion of the Engineer, in accordance with the contract.
- ii. In case of default on the part of the Contractor in carrying out such order, the Engineer shall be entitled to get the same done by engaging another agency or by deploying labour, materials and other resources. All such cost shall be recovered from the Contractor's dues.

47.0 EXAMINATION OF WORK BEFORE COVERING UP

No work or part of work shall be covered up or put out of view, without the prior approval of the

Engineer or the Engineer's representative. If any work shall be covered up or put beyond the reach of inspection/measurement without the prior approval of the Engineer or Engineer's representative, the same shall be uncovered by the Contractor at his own cost.

48.0 SUSPENSION OF WORKS ORDERED BY THE ENGINEER

The Contractor shall, on the order of the Engineer, suspend the works or any part thereof, for such time, and in such manner, as the Engineer may consider necessary, and shall during such suspension, properly protect and secure the works so far as it is necessary in the opinion of the Engineer.

The Contractor shall not be entitled to extra cost, if any, incurred by him during such suspension if such suspension is on account of weather conditions or requirement for execution of works or provided for in the Contract or for less than 30 days at a time for any other reason. The Contractor shall, however, be entitled for extension of time for completion of work as the Engineer may consider proper having regard to the period of suspension. However, if the suspension is ordered by the Engineer due to any default of the Contractor such as defective materials, workmanship, delays etc., the Contractor shall not be entitled to any extension or extra cost incurred.

49.0 DELAY AND EXTENSION OF CONTRACT PERIOD

49.1 The time allowed for execution and completion of the works or part of the works, as specified in the contract, shall be essence of the contract.

49.2 As soon as it becomes apparent to the Contractor, that the work and / or portions thereof (required to be completed earlier), cannot be completed within the period(s) stipulated in the contract, or the extended periods granted, he shall forthwith inform the Engineer and advise him of the reasons for the delay, as also the extra time required to complete the works and / or portions of work, together with justification there for. In all such cases, whether

the delay is attributable to the Contractor or not, the Contractor shall be bound to apply for extension well within the period of completion/extended period of completion of the whole works and / or portions thereof.

49.3 Extension due to modifications

If any modifications are ordered by the Engineer or site conditions actually encountered are such, that in the opinion of the Engineer the magnitude of the work has increased materially, then such extension of the stipulated date of completion may be granted, as shall appear to the Engineer to be reasonable.

49.4 Delays not due to Employer/Contractor.

If the completion of the whole works (or part thereof which as per the contract is required to be completed earlier), is likely to be delayed on account of:

- a. Any force majeure event referred to in Clause 71.0 or
- b. Delay on the part of other Contractors engaged directly by the Client/Employer, on whose Progress the performance of the Contractor necessarily depends or
- c. Any relevant order of court or
- d. Any other event or occurrence which, according to the Engineer is not due to the Contractor's failure or fault, and is beyond his control;

The Engineer may grant such extensions of the completion period as in his opinion is reasonable.

49.5 Delays due to Employer/Engineer.

In the event of any failure or delay by the Employer/Engineer in fulfilling his obligations under the contract, then such failure or delay, shall in no way affect or vitiate the contract or alter the character thereof; or entitle the Contractor to damages or compensation thereof but in any such case, the Engineer shall grant such extension or extensions of time to complete the work, as in his opinion is / are reasonable.

49.6 Delays due to Contractor and Liquidated Damages:

If the delay in the completion of the whole works or a part of the works, beyond stipulated completion period, is due to the Contractor's failure or fault, then, the Engineer may allow the Contractor extension or further extension of time, for completion, as he may decide, subject to the following:

- a. Without prejudice to any other right or remedy available to the Engineer, recover by way of liquidated damages and not as penalty, a sum equivalent to one percent (1%) of the contract value of the works, for each week or part of a week the Contractor is in default.
- b. The recovery on account of compensation for delay shall be limited to 10% of the contract value of the works.

The recovery of such damages shall not relieve the Contractor from his obligation to complete the work or from any other obligation and liability under the contract.

49.7 Engineer's decision on compensation payable being final

The decision of the Engineer as to the compensation, if any, payable by the Contractor under this clause shall be final and binding.

49.8 Time to continue to be treated as the essence of contract in spite of extension of time.

It is an agreed term of the contract that notwithstanding grant of extension of time under any of the sub-clauses mentioned herein, time shall continue to be treated as the essence of contract

50.0 TERMINATION OF CONTRACT DUE TO CONTRACTOR'S DEFAULT**50.1 Conditions leading to termination of contract**

- i. If the Contractor
 - a. becomes bankrupt or insolvent, or,

- b. makes arrangements with or assignment in favour of his creditor, or agrees to carry out the contract under a committee of inspection of his creditors or
- c. being a company or corporation goes into liquidation by a resolution passed by the Board of Directors/ General Body of the share-holders or as a result of court order (other than voluntary liquidation for the purpose of amalgamation or reconstruction) ; or
- d. has execution levied on his goods or property or the works, or
- e. assigns or sublets the contract or any part thereof otherwise than as provided for under conditions of this contract, or
- f. abandons the contract, or
- g. persistently disregards instructions of the Engineer, or
- h. fails to adhere to the agreed programme of work or fails to complete the works or parts of the works within the stipulated or extended period of completion, or is unlikely to complete the whole work or part thereof within time because of poor record of progress; or
- i. fails to remove materials from the site, or pull down and replace work, after receiving notice from the Engineer to the effect that the said materials or works have been condemned or rejected, or
- j. fails to take steps to employ competent and/ or additional staff and labour, or
- k. fails to afford the Engineer or his representative proper facilities for inspecting the works or any part thereof, or
- l. promises, offers or gives any bribe, commission, gift or advantage, either himself or through his partners, agents or servants to any officer or employee of the Engineer or the Employer, or to any person on their behalf, in

relation to obtaining or execution of this or any other contract with the Employer, or

- m. suppresses or gives wrong information while submitting the tender.

In any such case the Engineer on behalf of the Employer may serve the Contractor with a notice in writing to that effect and if the Contractor does not, within 7 days from the date of such notice, proceed to make good his default in so far as the same is capable of being made good, and carry on the work or comply with such instructions as aforesaid to the entire satisfaction of the Engineer, the Employer shall be entitled after giving 48 hours notice in writing to terminate the contract, as a whole or in part or parts (as may be specified in such notice).

ii. In such a case of termination, the Employer/Engineer may adopt the following courses

- a) Take possession of the site and any materials, constructional plants, equipment, stores, etc.
- b) Measure up whole or part of the work from which the Contractor has been removed, and get it completed by another Contractor. The manner and method, in which such work is to be completed, shall be entirely at the discretion of the Engineer whose decision shall be final and binding.
- c) Carry out the whole or part of the work from which the Contractor has been removed, by the employment of the required labour, materials, plants and equipment and other resources.

50.2 Entitlement of Employer/Engineer:

In cases described in sub-clause 50.1 (ii) above, the Employer/Engineer shall be entitled to:

- a. Forfeit the whole or such portion of the Performance Security amount, as he may deem fit, and
- b. Recover from the Contractor the cost of carrying out the balance work in excess of the sum, which he would have been paid, according to the certificate of the Engineer, if the works had been carried out and completed by the Contractor under the terms of the contract.

Such certificate shall be final and binding upon the Contractor. The amount to be recovered may be deducted by the Employer/Engineer from the retention money or any other moneys due to the Contractor alone or jointly under this or any other contract.

51.0 TERMINATION OF CONTRACT ON EMPLOYER/ENGINEER'S ACCOUNT:

The Employer/Engineer shall be entitled to terminate the contract, at any time, should, in the Employer/Engineer's opinion, the cessation of works becomes necessary, owing to paucity of funds or due to court orders or due to any other cause whatsoever. Notice in writing from the Employer/Engineer of such termination and reasons therefor, shall be conclusive evidence thereof. In such a case, the value of approved materials actually brought to the site and of work done up to date by the Contractor, shall be paid for in full by the Employer/Engineer, at rates specified in the contract. If rates for any materials or items of work are not available in the contract, these shall be fixed by the Engineer in terms of clause 59.

However, the Contractor shall have no claim to any payment of compensation or otherwise, on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not in consequence of determination of contract under this clause.

Plant, Equipment and tools as well as un-utilised materials supplied by the Employer/Engineer, if any, to the Contractor shall be returned in an acceptable conditions at Engineer's depot at Contractor's cost. The Engineer shall be entitled to recover the cost of unreturned Plant, Equipment and tools as well as unaccounted materials from the Contractor. The amount to be recovered from the Contractor shall be decided by the Engineer whose decision in this regard shall be final and binding. The Contractor shall have to pay back unrecovered portion of advances made to him, together with accrued interest thereon. In case, the Contractor defaults, the Engineer shall recover the amounts from any payment due to the Contractor, or from the Performance Security or by encashing the Bank Guarantees given by the Contractor for securing the advances or for any other purpose. This is without prejudice to other remedies available to the Employer/Engineer.

52.0 DEATH OF CONTRACTOR/ PARTNER

If the Contractor is an individual or a sole proprietary concern, and the individual or a sole proprietor dies, or if the Contractor is a partnership concern and one of the partners dies, in that case, unless the Employer/Engineer is satisfied that the legal representative of the individual Contractor or of the sole proprietor, as the case may be, or in the case of partnership firm, all surviving partners are capable of carrying out and completing the contract, the Employer/Engineer shall be entitled to terminate the contract as to its incomplete part. In that event, the Employer/Engineer shall not be liable to pay any compensation to the legal heirs of the deceased Contractor and / or to the surviving partners of the Contractor's firm, on account of such cancellation of contract. The Engineer's decision as to whether the legal representatives of the deceased Contractor or surviving partners of the Contractor are capable of carrying on and completing the contract shall be final and binding on the parties. Provided further that the legal representatives of the deceased Contractor or the surviving partners shall also not be liable to pay any damages, alleged or actually suffered by the Employer/Engineer, in respect of incomplete part of the contract. Any liability incurred by the deceased Contractor, or by the deceased partner of the contracting firm, before his death, shall be recovered from the legal representatives of the deceased Contractor or from the surviving partners of the said contracting firm as the case may be.

53.0 EMPLOYMENT OF RETIRED OFFICERS/ENGINEER OF EMPLOYER/ENGINEER.

No Officer/Engineer of the Employer is allowed to work as a Contractor or his employee for a period of two years after his retirement/resignation from the service of the Employer without the prior permission of the Employer.

54.0 MODIFICATION TO CONTRACT

Subject to clause 55, in the event of any provisions of the contract requiring to be modified after the agreement has been signed, the modifications shall be made in writing and signed by the Employer/Engineer and the Contractor or his

authorised representative. Such modifications will not be effective until the same have been signed by both the parties. Any verbal or written arrangements for abandoning, modifying extending, reducing or supplementing the contract, or any of the terms thereof shall be deemed to be provisional and shall not be binding on the Employer/Engineer unless and until the same are incorporated in a formal instrument and signed by the Employer/Engineer and the Contractor.

55.0 MODIFICATIONS TO WORK

The Engineer shall be competent to order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character, position, site, quantities, dimensions or in the method of execution or use of materials for the execution thereof and to any additional works to be done or any work not to be done.

The enlargement, extension, diminution, reduction, alterations or additions, referred to above shall in no way affect the validity of the contract, but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations, obligations and rates as if they had been originally and expressly included and provided for in the Bill of Quantities, specifications and drawings, and the amount to be paid there for shall be calculated in accordance with accepted rates and other extra items of works at the rates, determined as per contract.

56.0 RATES FOR ITEMS OF WORK TO BE ALL INCLUSIVE

- i.** The rates entered in the accepted Bill of Quantities of the Contract, shall be all-inclusive and provide for works duly and properly completed in accordance with terms and conditions of the Contract and processes as mentioned in specifications and drawings (including revised drawings), relevant codes whether mentioned or not in the nomenclature of the item in Bill of Quantities. All rates quoted in the tender shall also be deemed to include, except specifically provided otherwise, in the Contract:

- All materials, labour, tools and plant, stores, centering, shuttering, etc.

- Construction/Erection, maintenance and removal of all temporary works.
 - All watch & ward, lighting, pumping and draining unless otherwise provided for.
 - All barriers and arrangements for safety of the property, utilities, public or employees/workers during the execution of works.
 - All sanitary and medical arrangements for labour camps.
 - The setting out of all works of construction, repair and up-keep of all centre lines, benchmarks, reference pillars etc.
 - Site clearance except specifically provided otherwise in the Contract.
- ii.** Nothing extra shall be payable over the quoted rates, except as specifically provided in the Contract.
- iii.** All rates quoted in the Bill of Quantities shall be inclusive of any/ all direct and indirect taxes imposed by Central/State Govt. and local bodies such as excise duty, sales tax, value added tax (VAT), Works contract tax, Service tax, royalties, duties, Cess, octroi and other levies as applicable and also include all import duties. The rates shall also be inclusive of all taxes, duties and other charges imposed outside the country on the production, manufacture, sale and transport of the Contractor's equipment, plant, materials and supplies to be used on or furnished under the contract and on the services performed under the contract. No additional amount shall be paid or claim be entertained on this account by Employer/Engineer.
- iv.** The Contractor shall bear the cost of all royalties, fees and other payments in respect of patents, patents right and license(s) which may be payable to patentee, licensee or other person or corporation and shall obtain all necessary licenses/permissions. In case of any breach (whether willfully or inadvertently) by the Contractor of this provision, the Contractor shall indemnify Employer, Engineer and their employees against all claims, proceedings, damages, costs, charges, loss and liability which they or any of them may sustain, incur or be put to by reason or in consequence directly or indirectly of such breach and against payment of any royalties, damages or other money which the Employer/Engineer may have to make to any

persons or pay in total to the patent rights in respect of the users of any machine, instruments, process, articles matter or thing constructed, manufactured, supplied or delivered by the Contractor under this contract.

57.0 ACCEPTED RATE APPLICABLE TILL THE COMPLETION OF WORK

The rates as per the accepted Bill of quantities, shall be firm and hold good till the completion of the works, and no additional claim or amount shall be admissible on account of fluctuations in market rates, increase in taxes, levies, fees royalties etc. unless specifically provided for in the Contract.

58.0 VARIATION IN QUANTITY OF ITEMS COVERED BY THE BILL OF QUANTITIES

- i) The quantities of items shown in the Bill of Quantities are approximate, and liable to vary during the actual execution of the work. The Contractor shall be bound to carry out and complete the stipulated work, irrespective of the variations in individual items, specified in the Bill of Quantities.
- ii. Such variations in quantities shall be paid for in the manner laid down below:
 - a) At the accepted rates of the contract for variation in quantities of each item to the extent of 25% on either side.
 - b) In case the variation in individual items is more than 25%, the rate for the increased/decreased quantities beyond 25% shall be negotiated between the Engineer and the Contractor. Provided further that for the quantities exceeding 25% of each item of Bill of Quantities, the Engineer shall have a right to get these executed from any other agency or by his own labour, materials and resources.

59.0 ITEMS NOT INCLUDED IN THE BILL OF QUANTITIES

- 59.1** If any item of work not provided for in the accepted Bill of quantities and required to be executed for completion of work, the Contractor on receipt of instructions from the Engineer, shall be bound to

carry out such items of work at the rates to be decided as per sub-clause 59.2 and 59.3.

59.2 The rate for such extra items shall be derived from rate for similar items available in the accepted Bill of Quantities.

59.3 In case rates cannot be derived from the accepted Bill of Quantities, the rate may be worked out on the following basis:

a. Cost of materials and consumables at current market rates, as actually utilised in the final finished permanent work, including a reasonable percentage for wastage and cost of loading, unloading and transportation.

b. Cost of labour required for the work.

c. Hire charges for plant and machinery, scaffolding, shuttering, forms, etc. required to be used at the site of the work.

d. An amount of 10% of items (a), (b) and (c) above to allow for Contractor's overheads, profits and other contingencies.

59.4 In all cases where extra items of work are involved, for which there are no rates in the accepted Bill of quantities, the Contractor shall give a notice to the Engineer, of at least 7 days before the need for their execution arises.

Such a notice shall not however be necessary if the Engineer has already instructed in writing to take up such an item of work. To decide the rate, the Contractor shall furnish detailed analysis of the rates on the lines mentioned in sub-clause 59.2 and 59.3 above and attend a meeting with Engineer to settle the rate as and when called for. The Contractor shall be bound to furnish the requisite details and to attend the meeting.

59.5 Provisional payment for extra item

In case mutually agreeable settlement of rates is not arrived at between the Engineer and the Contractor, the Contractor shall be bound to carry out the works at rates to be decided by the Engineer. In the absence of a finalised rate for a new item, the Engineer shall be entitled to certify

payment to the Contractor based on a provisional rate fixed by the Engineer for the work done under the new item. This shall be subject to upward or downward adjustment after the rate is finalised by the Engineer for that item.

59.6 The decision of the Engineer under this clause shall be final and binding.

60.0 LIEN IN RESPECT OF CLAIMS IN OTHER CONTRACTS

Any moneys due to the Contractor either alone or jointly with others, including the performance guarantee amount returnable to him may be withheld or retained or en-cashed by exercise of lien by the Client/ Employer/Engineer against any claim of the Client/ Employer/Engineer or any other branch, office department or subsidiary of the Client/ Employer/Engineer in respect of a sum of money arising out of or under any contract other than the present contract made by the Contractor alone or jointly with the Client/ Employer/Engineer or any other branch, office, department or subsidiary of the Client/ Employer/Engineer. It is agreed term of contract that the sum of money so withheld or retained under this clause by the Client/ Employer/Engineer, shall be kept withheld or retained till the claims arising out of or under the contract, are either mutually settled or determined by the Arbitrator, 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 any other account, in respect of any sums of money withheld retained, under this clause and duly notified to the Contractor.

61.0 MEASUREMENTS OF WORK AND PAYMENTS

61.1 Measurements

The Contractor shall be paid for the works at rates in the accepted Bill of Quantities of the contract and extra items of work at rates determined under clause 59.0 of these conditions. The measurement shall be taken by the Engineer or his representative in the presence of the Contractor or his authorised representative.

61.2 Measurement of work at regular intervals

The measurements of the work shall be taken in accordance with the contract during progress of work and at such intervals, as in the opinion of the Engineer or Engineer's Representative shall be proper, having regard to the progress of the work. On an agreed date and time, the Engineer or his Representative shall take the on account or final measurements in the presence of the Contractor or his authorised representative. The Engineer or his authorised representative shall sign the measurements, which shall also be signed by the Contractor or his authorised representative as an acceptance of the measurements. If the Contractor or his representative fails to turn-up at the time of taking measurements in spite of notice to do so, the Engineer or his representative shall be entitled to record the measurements ex-parte and these shall be final and binding on the Contractor.

61.3 Measurement of works as per records and drawings

- i. For the purpose of measuring such permanent works, as are to be measured by records and drawings, the Contractor shall prepare records and drawings at regular intervals and submit to the Engineer or Engineer's representative for his scrutiny.
- ii. In case, there is a discrepancy in the measurements of work done and the measurements as per drawings, measurements for the minimum of the two shall only be accounted for, provided the executed work is acceptable to the Engineer.
- iii. The Engineer or the Engineer's representative shall have the right to rectify any incorrect measurements and delete/correct any measurements if it is found at a later stage that the work is incomplete, defective and/or not conforming to the specifications.

62.0 ON ACCOUNT PAYMENTS

62.1 The Contractor shall be entitled to be paid from time to time, by way of "On-account" bills, only for such works, as in the opinion of the Engineer, the Contractor has executed in terms of the

contract (as advance). Such payments shall be made at intervals to be decided by the Engineer depending upon the progress of work. Payment shall be made only on submission of bills along-with measurements and necessary documents by the Contractor for scrutiny of the Engineer for complete work. The amount certified shall account for all deductions, including statutory deductions as for sales tax, income tax, etc., recoveries for advances and any amounts due from the Contractor. Such payments made by the Engineer shall not constitute any final acceptance of the measurements. In case of any discrepancy, the Engineer shall have the right to alter, modify, reduce or diminish the quantities or classification entered in the Measurement Books. In such cases, the Engineer shall have the right to recover any amount paid in an earlier bill/bills from any subsequent bill/bills and should the amount to be recovered be more than the amount of the subsequent bills, the Contractor shall on demand from the Engineer immediately refund the amount to the Engineer within 7 days, failing which he shall have to pay interest @1% per month till the said extra amount is paid back by him.

62.2 Deleted

62.3 The Engineer may on specific request and authorisation by the Contractor in writing release payments directly to the Suppliers, sub-contractors or petty contractors of the Contractor from the amount(s) certified, passed and due for payment to the contractor.

62.4 In cases of default by the Contractor, the Engineer may without any notice to the Contractor, release payments directly to the suppliers/sub-contractors and/or petty contractors of the Contractor. All such payments shall be recovered with interest @ 1.25% (including administrative charges) per month from the payments due to the Contractor.

62.5 In exceptional circumstances, if the Contractor is not able to make prompt payments to his suppliers affecting supplies of materials and progress of work, the Engineer may (but shall not be obliged to) give assurance to the suppliers for payments against supply of materials/consumables to the Contractor. In this case, the Contractor shall give to the Engineer an undertaking in writing that cost of such materials if not paid by him may be directly paid to his suppliers and recovered from his dues. Such payments shall only be made after receipt of materials at site and verification of the payments by the Contractor. The recovery of such payments shall be made with interest @ 1.25% (including administrative charges) per month from the next payment due to the Contractor. Total payments so made on behalf of the contractor shall not exceed 05% of the Contract value during the entire contract period.

62.6 The decision of the Engineer regarding exceptional circumstances and payments to be made to the suppliers, sub-contractors and petty contractors under the clause Nos. 62.3, 62.4 and 62.5 shall be final and binding on the Contractor. Such payments shall also not relieve the Contractor from any of his liabilities or obligations under the Contract.

62.7 No payment under the contract shall be made to the Contractor before receipt of performance security. The Engineer shall also be entitled to withhold payments under the above sub-clauses in case the Contractor fails to get himself registered under sales tax/labour laws or fails to fulfill his obligation under the contract.

63.0 FINAL MEASUREMENTS AND PAYMENTS

As soon as possible after completion of work, the Contractor shall submit the final bill along-with detailed measurements of work done, reconciliation of the materials, plant and machinery issued by the Engineer, if any, and all other statements,

supporting documents required for finalisation of the bill. The final bill, measurements and documents submitted by the Contractor shall be scrutinised by the Engineer or his representative and in case the same are found not in order, the Engineer shall direct the Contractor to re-submit the final bill along-with all details. On receipt of all requisite details and final bill from the Contractor, the Engineer shall have the final measurements taken, recorded and signed jointly. The reconciliation of any plant, equipment and materials issued by the Engineer to the Contractor, shall also be prepared and signed jointly. Based on the final measurements and materials and plant and equipment reconciliation statements, the Engineer shall prepare the final bill.

The Contractor shall sign the Engineer's copy of the Final Bill Account in acceptance of the full and final value of the works performed under the contract, and submit a "No Claim Certificate" on the prescribed Performa along-with a list of unsettled claims, if any. The Engineer shall then arrange to make payment against the final bill. The Contractor shall not be entitled to make any claim whatsoever against Engineer under or arising out of this contract, nor shall Engineer entertain or consider any such claim, if made by the Contractor after he shall have signed a "No -Claim certificate" in favour of the Engineer. In case, the Contractor submits a list of unsettled claims along-with the "No Claim Certificate", he shall not be entitled to submit any additional claims other than those submitted along-with "No Claim Certificate".

64.0 MODE OF PAYMENT AND TAX DEDUCTION AT SOURCE

64.1 Payment by cheque / Electronic Transfer only

All payments to the Contractor shall be made by account payee cheques / electronic transfer unless specifically otherwise agreed by the Engineer.

64.2 Tax deduction at source

Income tax and Works tax shall be deducted from the payments credited/released by Employer/Engineer to the Contractor against execution of work as per law of the land. The deductions shall be made as per prescribed rates prevalent from time to time unless

a tax exemption certificate is produced by the Contractor. Amount of tax deduction shall be deposited with the concerned authorities and tax deduction certificate shall be issued by Employer/Engineer. The Employer/Engineer shall deduct at source taxes/duties under any other law/statute as may be applicable at the time of making payments. The Contractor shall furnish to the Engineer registration No. under works tax and PAN/TAN (for TDS), as applicable.

65.0 COMPLETION CERTIFICATE

65.1 As soon as the work is completed, the Contractor shall give notice of such completion, whether of the whole of the works, or of any part of the work, for which a separate date of completion is stipulated in the contract, to the Engineer, and the Engineer, within 30 days of receipt of such notice, shall inspect the work and also arrange for carrying out of such tests as may be prescribed under the contract or ordered by the Engineer. If the Engineer notices any incomplete item of work or any defect, which is to be rectified by the Contractor, or if any part or whole of the work fails to pass the specified tests, the Engineer shall furnish to the Contractor, the list of all such incomplete items of work, deficiencies, defects, failure to pass tests, etc., and may refuse to issue a Certificate of Completion to the Contractor. If in the opinion of the Engineer the work has been satisfactorily completed and has satisfactorily passed final test or tests that may be prescribed, the Engineer shall issue a certificate of completion showing the date of completion in respect of the work. The defect liability period, if any, shall commence from the date of completion indicated in such certificate. Provided that the Engineer may issue such a certificate with respect to any part of the works, before the completion of the whole of the works, which has been so completed and/or used by the Client/Employer/Engineer. When any such certificate is given in respect of a part of the work, such part shall be considered as completed and the defect liability period of such part shall commence from the date of completion indicated in such certificate.

65.2 Completion certificate not to absolve the Contractor from his Responsibilities:

The Certificate of Completion of Works referred to in sub-clause 65.1 shall not absolve the Contractor from his liability to make good the defects, imperfections and shrinkages or faults, which may appear during the defect liability period specified in the contract, arising in the opinion of the Engineer from materials or workmanship being not in accordance with the Contract. These shall be rectified and made good by the Contractor at his own cost. In case of the default on the part of the Contractor, to so make good the defects or deficiencies, the Engineer may employ labour, plant and machinery and materials or appoint another agency or Contractor, to make good such defects, imperfections, shrinkages and faults, and all expenses consequent and incidental thereto, shall be recovered from any money due to the Contractor under the contract including the Performance Security amount or from any money payable to the Contractor by the Employer/Engineer, under any other contract.

66.0 CLEARANCE OF SITE ON COMPLETION

On completion of works, the Contractor shall clear and remove from site all constructional plant, surplus materials, rubbish and temporary works of every kind, and leave the whole of the site of work clean, tidy and in a workman like condition to the satisfaction of the Engineer. This will be one of the pre-conditions for making the final payment to the Contractor. Such clearance may be made by the Engineer through any other agency at the expense of the Contractor in the event of the Contractor's failure to comply with this provision within 7 days after receiving notice to that effect from the Engineer.

67.0 POST PAYMENT AUDIT

It is an agreed term of the contract that the Employer reserves to himself the right to carry out a post payment audit or technical examination of the works, and the final bill including all supporting vouchers, abstracts, etc. If as a result of such examination, any over payment to the Contractor is discovered to have been made in respect of any work done, the Contractor will be bound to refund the

same to the Engineer or may be adjusted against any dues of the Contractor. If any under payment is discovered, the same shall be paid by the Engineer to the Contractor. Such payments or recoveries, however, shall not carry any interest.

68.0 DEFECT LIABILITY CERTIFICATE

68.1 In the contract, the expression "Defect Liability Period" shall mean the period of defect liability prescribed elsewhere in the contract, commencing from the date of completion of the works, as certified by the Engineer.

The Contractor shall maintain, rectify and make good at his own cost any defects/deficiencies, which may develop in the work or as notified by the Engineer during Defect Liability Period. However, maintenance during Defect Liability Period shall not include day to day upkeep, cleaning, custody and security of the work.

68.2 The contract shall not be considered as completed, until a Defect Liability Certificate has been issued by the Engineer stating that the works have been completed to his satisfaction. Defect Liability certificate shall be issued by the Engineer, upon expiry of Defect Liability period.

68.3 No certificate other than "Defect Liability Certificate" shall be deemed to constitute final approval of the work or part of the work for which it is issued.

69.0 UNFULFILLED OBLIGATIONS

Notwithstanding the issue of Defect Liability Certificate, the Contractor shall remain liable for the fulfillment of any unfulfilled obligations under the provision of the contract, prior to the issue of the Defect Liability Certificate, and for the purpose of determination of the nature and extent of any such obligation, the contract shall be deemed to remain in force between the parties thereto.

70.0 PRODUCTION OF VOUCHERS

70.1 The Contractor, whenever required, shall produce for examination by the Engineer, any quotation, invoice, cost or other account books, vouchers, receipts, letters, memoranda or any copy of or extract from any such documents and also furnish information and returns, as may be required, relating to the execution of this contract. The Engineer's decision on the question of relevancy of any documents, information or returns shall be final and binding on the Contractor.

70.2 If any part or item of the work is allowed to be carried out by a sub-Contractor, the Engineer shall have power to secure the books of such sub-Contractor, through the Contractor, and shall have power to examine and inspect the same.

71.0 FORCE MAJEURE

71.1 If, at any time during the currency of the contract, the performance of any obligation (in whole or in part) by the Employer or the Contractor shall be prevented or delayed by reason of any war, hostilities, invasion, acts of public or foreign enemies, rebellion, revolution, insurrection, civil commotion, sabotage, large scale arson, floods, earthquake or any other act of God, large scale epidemics, nuclear accidents, any other catastrophic unforeseeable circumstances, quarantine restrictions, any statutory, rules, regulations, orders or requisitions issued by a Government department or competent authority (hereinafter referred to as "event") then, provided notice of the happening of such an event is given by either party to the other within 21 days of the occurrence thereof.

- a. Neither party by reason of such event be entitled to terminate the contract or have claim for damages against the other in respect of such non-performance or delay in performance.
- b. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.

- c. If the performance in whole or part of any obligation under the contract is prevented or delayed by reason of the event beyond a period of 180 days, the contract may be fore-closed at the discretion of Employer, by giving a notice of 30 days without any repercussions on either side.
- d. In case of doubt or dispute, whether a particular occurrence should be considered an "event" as defined under this clause, the decision of the Engineer shall be final and binding.
- e. If the contract is fore-closed under this clause, the Contractor's claim/s shall be settled for the work done under the contract, but not for any defective work or work done which has been destroyed or damaged before its measurement. The Engineer shall have the option to take over any plant and material lying at site, at rates provided for in the contract, failing that, as per rates which are determined to be fair and reasonable by the Engineer.

71.2 If no notice is issued by either party regarding the event within 21 days of occurrence, the said event shall be deemed not to have occurred and the contract will continue to have effect as such.

72.0 DISPUTE RESOLUTION MECHANISM

72.1 Amicable Resolution

- (a) Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the "Dispute") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in clause (b) below.
- (b) Either Party may require such Dispute to be referred to the Managing Director & CEO or his nominee, for amicable settlement. Upon such reference, both the Parties shall meet at the earliest mutual

convenience and in any event within fifteen (15) days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within thirty (30) days of such meeting between the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 72.2 below.

72.2 Arbitration

(a) Procedure

Subject to the provisions of Clause 72.1, any Dispute, controversies or claims between the Parties, save where a decision of the Engineer/Employer or any other person has been made final and binding under the contract, which is not resolved amicably, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. Such disputes shall be referred to the Sole Arbitrator to be appointed or nominated by the Managing Director & CEO of DIMTS. The Party invoking the arbitration clause shall give a notice of its intention to proceed for the arbitration. Such notice shall provide details for the claims along with the amount there for. If within 30 (thirty) days of receipt of such notice/intimation the other Party fails to appoint its arbitrator, the Party seeking appointment of arbitrator may take further steps in accordance with Arbitration Act, 1996.

(b) Neither party shall be entitled to bring a claim for arbitration, if it is not filed within four months of the following:-

- i. Of the date of completion of the work as certified by DIMTS Or
- ii. Of the date of abandonment of the work Or
- iii. Of its non-commencement or non resumption of work within 10 days of written notice for commencement or resumption as applicable. Or
- iv. Of the cancellation, termination or withdrawal of the work from the contractor in whole or in part and/or revision or foreclosure of the contract.

If the claim pertains to rates or recoveries introduced in the final bill, the reference to the Arbitrator shall be made within four months from the date of payment of the final bill to the contractor or from the date a registered notice is sent to the contractor to the effect that his final bill is ready by Employer / Engineer (whose decision in this respect shall be final and binding) whichever is earlier.

If the claim pertains to any action by either parties during defects liability period, the reference to the Arbitrator shall be made within two months from the date of end of defects liability period.

If the matter is not referred to arbitration within the period prescribed above, all the rights and claims of either party under the contract shall be deemed to have been forfeited and absolutely barred by time for arbitration.

(c) Place of Arbitration

The venue of arbitration shall be at Delhi.

(d) English Language

The request for arbitration, the reply to the request, the terms of reference, any written submissions, any orders and awards shall be in English and Language of Arbitration shall be English. The Award shall be a speaking order.

(e) Performance during Arbitration

Pending the submission of and/or decision on a dispute and until the arbitration award is published, the Parties shall continue to perform their respective obligations under this Agreement.

(f) Costs

Each of the Parties to this Agreement shall bear their own respective costs for and during the Arbitration and shall not raise any claim in respect thereof as against the other Party.

(g) Interest on Arbitration Award

Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period, till the date on which the award is made.

72.3 Award to be binding on all parties

The award of the Sole Arbitrator, unless challenged in court of law, shall be binding on all parties.

ANNEXURE-I

FORM OF AGREEMENT

(To be executed on requisite value of stamp Papers)

AGREEMENT

THIS AGREEMENT made on _____ day of _____ (Month/year) between **DIMTS Limited, 1st Floor, Maharana Pratap ISBT, Kashmere Gate, Delhi-110006**, acting through (Project Head and name/address of the Project) (hereinafter called "the Employer/Engineer") of the one part and _____ (name and address of the Contractor) (hereinafter called "the Contractor") of the other part.

WHEREAS the Employer is desirous that certain works should be executed by the Contractor viz. **Contract No.** _____ (hereinafter called "the Works", and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - a) Letter of Acceptance of Tender
 - b) Notice Inviting Tender
 - c) Instructions to the Tenderers
 - d) Appendix to Tender
 - e) Form of Bid
 - f) Special Conditions of the Contract
 - g) General Conditions of Contract
 - h) Technical Specifications
 - i) Relevant codes and Standards
 - j) Drawings
 - k) Bill of Quantities

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement executed the day and year first before written.

(Name, Designation and address of the authorised signatory)

Signed for and on behalf of the Contractor in the presence of:

Witness:

1.

2.

(Name, Designation and address of the authorised signatory)

Signed for and on behalf of the Employer in the presence of:

Witness:

1.

2.

Name and address of the witnesses to be indicated.

ANNEXURE-II

PERFORMANCE BANK GURANTEE (UNCONDITIONAL)

To
DIMTS Limited,
1st Floor Maharana Pratap ISBT,
Kashmere Gate, Delhi 110006

WHEREAS _____ [name and address of contractor]
(hereinafter called "the Contractor") has undertaken, in
pursuance of Contract No. _____ dated _____
to execute _____
[name of Contract and brief description of Works] (hereinafter
called "the Contract.");

AND WHEREAS it has been stipulated by you in the said Contract
that the Contractor shall furnish you with a Bank Guarantee by
a scheduled bank for the sum specified therein as security for
compliance with his obligations in accordance with the
Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank
Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and
responsible to you, on behalf of the Contractor, up to a total
of _____ [amount of Guarantee],
_____ [amount in words], such sum
being payable in the types and proportions of currencies in
which the Contract Price is payable, and we undertake to pay
you, upon your first written demand and without cavil or
argument, any sum or sums within the limits of _____
[amount of Guarantee] as aforesaid without your needing to
prove or to show grounds or reasons for your demand for the
sum specified therein.

We hereby waive the necessity of your demanding the said debt
from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other
modification of the terms of the Contract or of the Works to
be performed there under or of any of the Contract documents
which may be made between you and the Contractor shall in any
way release us from any liability under this guarantee, and we
hereby waive notice of any such change, addition or
modification.

This guarantee shall be valid upto _____.

SIGNATURE AND SEAL OF THE GUARANTOR

Name of Bank: _____
Address: _____
Date: _____

ANNEXURE-III

BANK GUARANTEE FOR RELEASE OF RETENTION MONEY

To

DIMTS Limited,
1st Floor Maharana Pratap ISBT,
Kashmere Gate, Delhi 110006

WHEREAS _____ [name and address of contractor*]
(hereinafter called "the Contractor") has undertaken, in
pursuance of Contract No. _____ dated _____ to execute
_____ [name of
Contract and brief description of Works] (hereinafter called
"the Contract.");

AND WHEREAS it has been agreed by you in the said Contract
that the Contractor has option to get release of the Retention
Money against un-conditional Bank Guarantee from a Scheduled
Bank acceptable to you as security for compliance with
Contractor's obligation in accordance with the contract (Sub
clause _____).

AND WHEREAS the Contractor has opted to get released the
retention money against an unconditional Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and
responsible to you, on behalf of the Contractor, up to a total
of _____ [amount of Guarantee], _____
[amount in words], such sum being payable in the types and
proportions of currencies in which the Contract Price is
payable, and we undertake to pay you, upon your first written
demand and without cavil or argument, any sum or sums within
the limits of _____ [amount of Guarantee] as aforesaid
without your needing to prove or to show grounds or reasons
for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt
from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other
modification of the terms of the Contract or of the Works to
be performed there under or of any of the Contract documents
which may be made between you and the Contractor shall in any
way release us from any liability under this guarantee, and we
hereby waive notice of any such change, addition or
modification.

This guarantee shall be valid up to _____ (till DIMTS Limited certifies repayment of retention money in accordance with Sub-clause 8.5 of General Conditions of Contract).

SIGNATURE AND SEAL OF THE GUARANTOR

Name of Bank: _____
Address: _____

SPECIAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS OF CONTRACT

1 ORDER OF PRIORITY OF CONTRACT DOCUMENTS:

Where there is any conflict between the various documents in the contract, the following order of priority shall be followed i.e. a document appearing earlier shall override the document appearing subsequently:

- 1) Agreement
- 2) Letter of Acceptance of Tender
- 3) Notice Inviting Tender
- 4) Instructions to Tenderers
- 5) Appendix to Tender
- 6) Form of Bid
- 7) Special Conditions of the Contract
- 8) General Conditions of Contract
- 9) Technical Specifications
- 10) Relevant codes and Standards
- 11) Drawings
- 12) Bill of Quantities

2 MOBILISATION ADVANCE - DELETED

3 SUPPLY OF MATERIALS BY ENGINEER (Ref.: G.C.C. Clause '34.0' and '56.0')

No material shall be supplied by the Employer.

4 SUPPLY OF PLANT AND MACHINERY BY EMPLOYER/ENGINEER (Ref.: G.C.C. Clause '35.0' and '56.0')

No plant and machinery shall be supplied by the Employer / Engineer.

5 LABORATORY

The Contractor shall have to provide a field laboratory and/or laboratories at his own cost for carrying out all other tests required, as per Specifications or as stated elsewhere in the contract, including supply of laboratory equipment and also provision of adequate number of qualified personnel, erection, maintenance and running of laboratory including all consumable like chemicals and reagents.

In case the Contractor does not have testing facility at site, the tests shall be got conducted at a laboratory approved by the Engineer. The cost for such testing shall be borne by the Contractor.

6 SALES TAX ON WORKS CONTRACT (Ref.: G.C.C. Clause '56.0', '57.0', '62.0' and '64.0')

6.1 The Contractor shall get registered with the concerned Sales tax Department of the relevant state(s) of the project and submit a copy of the same to the Employer/Engineer. He shall be responsible for filing sales tax returns and assessments, as necessary as per prevalent Laws, Rules and Regulations and shall also furnish necessary certificates to Employer/Engineer from time to time.

7 PRICE ADJUSTMENT (Ref.: G.C.C. Clause '57.0')

Price adjustment shall not be applicable.

8 COMPLETION PERIOD

The work is required to be completed within a period as specified in the Appendix to Tender from the date of issue of letter of acceptance. The work shall be completed in phased manner if specified in the Appendix to Tender.

The work has to be executed in co-ordination with other agencies working on or near the project.

In case of any delay in the completion period, the extension of the same shall be dealt as per the clause 49.0 of General Conditions of the contract.

9 DEFECT LIABILITY PERIOD

The Contractor shall maintain, rectify and make good at his own cost any defect/deficiencies, which may develop in the work or as notified by the Engineer during Defect Liability Period as specified in the Appendix to Tender. However, maintenance during Defect Liability Period shall not include day to day upkeep, cleaning, custody and security of the work.

10 Insurance (Ref.: G.C.C. Clause '9.0'):

Maximum Limit of Third Party Liability shall be Rs. 10 lacs per incident with number of incidents unlimited.

11 Approvals / Clearances (Ref: GCC Clause No. 12)

Any approvals required from the authorities like PWD, MCD, Discoms, DTC etc. shall be arranged by the Contractor. However, Employer / Principal Employer shall bear the statutory fees if any for such approvals and also extend all possible assistance.

12 Statutory Requirement (GCC 12.4)

Ignorance of Rules, Regulations and Bylaws shall not constitute a basis for any claim at any stage of work.

13 Employment of sub contractors (Clause no. 13 of GCC)

Contractor shall not subcontract any element of works to subcontractors without prior written consent of Engineer. In no case, the Contractor will be permitted to subcontract more than 33% (Thirty three percent) of the value of the works, including those to specialized subcontractors.

The Engineer should satisfy whether (a) the circumstances brought out warrant such sub-contracting; and (b) the Sub-contractors so proposed for the work possess the necessary experience, qualifications and equipment for the job proposed to be entrusted to them in proportion to the quantum of work to be sub-contracted.

14 Work Programme (Clause 15 of GCC)

The Contractor shall within 7 (Seven) days of the date of receipt of the Letter of Acceptance, submit to the Engineer for his consent six copies of a programme, for the execution of the work.

The programme shall conform to and satisfy the requirement of Technical Specifications.

Unless otherwise agreed, the programme shall generally be based on the programme submitted with the Bid and shall include:

(i) A detailed method statement defining the Contractor's methodology for construction backed with his proposals for construction equipment planning and deployment duly supported with broad output calculations and details of the quality control procedures proposed to be adopted, justifying his capability of achieving the completion of work in accordance with the stipulated period of completion. The method statement shall conform and satisfy the requirement of Technical Specifications.

(ii) A bar chart showing the quantities of principal work items to be performed each week together with the

mechanical equipment, materials and labour which shall be deployed on such activities. The programme shall not be unbalanced and shall be based on the achievement outputs calculated and demonstrated in the method statement submitted vide sub-para (i) above.

- (iii) A CPM/PERT analysis of all major activities from commencement of works to completion.
- (iv) A separate time based programme indicating the Contractor's proposals for the purchase, long term lease, or hire of equipment throughout the duration of the Contract.
- (v) A quality assurance plan (QAP) covering all aspects of the work to be adopted for this work to ensure the desired quality. The procedure shall conform to and satisfy the requirement of Technical Specifications. QAP shall be submitted to the Engineer for his consent.

If the work programme submitted by the Contractor is deemed in any way incomplete or unacceptable by the Engineer/Employer, the Contractor shall be given 3 days to revise and resubmit it to the Engineer's satisfaction.

15 Access Route (Clause 17 of GCC)

The Contractor shall bear all costs and charges for special or temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by him for the purposes of the Works. Throughout the period of the Contract, the Contractor shall at all times maintain access to the site of work.

16 Protection of environment (Clause 25 of GCC)

Ensure that during continuance of the contract, the Contractor and his Sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that

may be issued in this respect in future by the State or Central Government or the local authority. He shall ensure that air emissions, surface discharges and effluents from the Site shall not exceed the values, if any, indicated in the Technical Specifications and shall in no case exceed the values prescribed by Applicable Law.

Any periodical tests required to be conducted at site / work places shall be carried out by the Contractor at his own cost through a specialized agency.

17 Safety and security of works (Clause GCC 26)

The Contractor shall, throughout the execution and completion of the Works and the remedying of any defects therein:

- (a) have full regard for the safety of all persons entitled to be upon the Site and keep the Site (so far as the same is under his control) and the Works (so far as the same are not completed or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such persons,
- (b) provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Engineer or by any duly constituted authority, for the protection of the Works or for the safety and convenience of the public or others, and
- (c) take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

The Contractor shall, throughout the execution and completion of the Works

- (i) take all measures necessary to ensure such security, including exercising control over all persons and

vehicles which are employed or engaged on the Site or in connection with the Works or the other works comprising the Project and with the security arrangements applicable to any other site within the Project.

- (ii) arrange the issue of passes for the admission of all persons and vehicles to the Site or to any part thereof and may refuse admission to or remove from the Site any person or vehicle failing to show an appropriate pass on demand to any duly authorised person.
- (iii) If required by the Engineer, the Contractor shall submit a list identifying all persons to whom passes have been issued together with two photographs of each person and all entities to which a pass has been issued in respect of any vehicle and shall satisfy the Engineer of the bonafides of any such person or entity.
- (iv) shall not, without the written permission of the Engineer or otherwise in accordance with the Contract, allow access to the Site to any person unless the presence on Site of such person is necessary in connection with the execution of the Works or with the discharge of the duties of any relevant authority.
- (v) after obtaining any necessary consent from any relevant authority, shall submit to the Engineer proposals showing the layout of pedestrian routes, lighting, signs, and guarding any road opening or traffic diversion which may be required in connection with the execution of the Works and which the Contractor intends to construct. Any consent given by the Engineer to such proposals shall not relieve the Contractor of any obligation under the Contract or absolve the Contractor from any liability for or arising from such proposals or the implementation thereof.

All lights provided by the Contractor shall be so placed or screened as not to interfere with signs, signals or lights. The Contractor shall not in any way obscure or affect signs, signals or lights, in use by any relevant authority. In the event that the Contractor does so, the Contractor shall pay all costs associated with the re-siting, re-instating or

provision of alternatives for any sign, signal or light, obscured or affected.

For the purposes of this Clause only, "Site" shall include off-Site places of manufacture or storage and the Contractor's Work Areas and shall include, areas provided to the Contractor by others.

18 Quality Control

Within 7 days of the issue of the Letter of Acceptance, the Contractor shall submit to the Engineer, for his consent, his proposed Site Quality Plan. The quality manual should address the quality system as required by ISO 9001-2000. Any supplement to the Site Quality Plan shall be submitted at least 4 days before commencement of the relevant work.

Upon the Engineer notifying his consent to the Site Quality Plan, or any supplement thereto, the Contractor shall, adhere to the principles and procedures contained in such document, except where the Engineer gives his consent to any amended or varied version thereof. The Contractor shall cause any sub-contractors to adhere to this Plan.

The Contractor shall appoint a suitably qualified and experienced person, not otherwise engaged in the performance of the Contract, to act as manager of the quality assurance system and shall provide such other personnel and resources as required to ensure effective operation of the quality assurance system. The said manager shall carry out audits of the application of the quality assurance system, and ensure effective quality control and delivery of quality assurance.

The Contractor shall provide all necessary access, assistance and facilities to enable the Engineer to carry out surveillance visits both on and off the Site to verify that the quality assurance system is being properly and fully implemented. No extra payment shall be made in this regard and the cost of the Work under this element shall be deemed to be included in the Contract Price.

19 Submission of documents to the Engineer

The Contractor shall submit drawings and documents, as required by the Contract, to the Engineer in accordance with any submittal schedule agreed with the Engineer. This submittal shall be made sufficiently before the Works are to be carried out to give the Engineer and the Employer reasonable time to examine the drawings or other documents, to prepare comments and for any changes to be accommodated by the Contractor.

Where the consent of the Engineer is required, the Engineer shall notify the Contractor in writing of his decision either within such period as may expressly be stipulated in the Contract or otherwise within a reasonable time.

If the Engineer has reasonable cause for being dissatisfied with the proposals set out in the Contractor's drawings or documents, the Engineer shall, within a period of 4 days from the date of submittal, require the Contractor in writing to make such amendments thereto as the Engineer may consider necessary. The Contractor shall make and be bound by such amendments at no additional expense to the Employer and shall resubmit the amended drawings or documents for Engineer's consent.

Within 4 days of notification of the Engineer's consent the Contractor shall provide the Engineer with the type and number of sets of the relevant drawings or documents as required.

Should it be found at any time after notification of consent that the relevant drawings or documents do not comply with the Contract or do not agree with drawings or documents in relation to which the Engineer has previously notified his consent, the Contractor shall, at his own expense, make such alterations or additions as, in the opinion of the Engineer, are necessary to remedy such non-compliance or non-agreement and shall submit all such varied or amended drawings or documents for the consent of the Engineer.

No examination by the Engineer of the drawings or documents submitted by the Contractor, nor any

consent of the Engineer in relation to the same, with or without amendment, shall absolve the Contractor from any of his obligations under the Contract or any liability for or arising from such drawings or documents.

The Operation and Maintenance Manuals and drawings submitted by the Contractor shall, if required, be updated by him during the Defects Liability Period and re-submitted for review by the Employer's Representative.

20 Preparation of Site Documents

The Contractor shall prepare and submit all required and relevant documents/reports/statements pertaining to the works, as per the CPWD Specification 2009 Volume-I & II and as mentioned in BIS Codes of practice, in duplicate (one copy for his own record whereas the another one for the Engineer-in-Charge) at all times during the currency of contract. These site documents/reports/statements will be updated at least weekly by the contractor's technical staff and shall be made available for inspection by the Engineer or his representative at all reasonable times at site during the currency of contract.

21 Progress / Status Reports

The Contractor shall submit Progress Reports on regular basis (Daily/Weekly/Monthly). The reports shall include information in regard to physical, financial progress, manpower, material, machinery and other resources deployed, safety etc., in the formats including photographs as desired by the Engineer.

22 Site Establishment

The Contractor shall have the following minimum site establishment and the rates are inclusive of providing all these facilities and nothing extra shall be payable on this account:-

- a) For proper co-ordination and timely completion of the works, The Contractor shall provide and keep on the works, during the execution of the works, efficient and competent Engineers with sufficient mobility arrangement to ensure that the work is executed strictly as per provisions of the Contract.
- b) The progress of the work shall be monitored by using Bar Chart MS Project for which all facilities

including Computer, software etc. shall be provided by the Contractor. The contractor shall submit the monthly progress report apart from other details including current position, holdups, if any, and programme for next two months using Bar Chart MS Project as decided by the Engineer.

- c) The following documents shall be maintained by the Contractor during the construction period:-
- Copies of contract documents with the Employer.
 - Drawings.
 - Computerized bill formats.
 - Site Order Book.
 - Works Diary.
 - Material Inspection and passing Registers.
 - Level Register.
 - Sample approval register.
 - Concrete cube test register.
 - Stage Passing Register(s).
 - Measurement Books on computerized formats.
 - Deviation / variation orders register.
 - Cement consumption register(s).
 - Reinforcement register(s).
 - Progress bar chart.
 - All relevant standard codes applicable for the project.
- d) Submission of "FINAL REPORT" which will contain all technical and financial information of the package/project.
- e) Providing 1 No. vehicle full time during contract period (Tata Indica or equivalent - Air-conditioned, 2009 or later model) with full time driver for Employer and its representatives for supervision of works including fuel & maintenance of vehicles and ceiling limit of 2000 Km. per month per vehicle. In case of breakdown or during maintenance of vehicle, alternate vehicle shall be provided (This shall be considered incidental to work and nothing extra shall be paid to contractor in this regard). In case of non provision of vehicles by the Contractor as said above, Engineer shall arrange the same on his own at the risk and cost of Contractor.

23 Subsequent Legislation

If, after the date 28 days prior to the latest date for submission of tenders for the Contract, there occur changes to any National or State Statute, Ordinance, Decree or other Law or any regulation or bye-law of any

local or other duly constituted authority, or the introduction of any such State Statute, Ordinance, Decree, Law, regulation or bye-law which causes additional or reduced cost to the Contractor, other than *under the preceding Price Adjustment Clause*, in the execution of the Contract, such additional or reduced cost shall, after due consultation with the Employer and the Contractor, be determined by the Engineer and shall be added to or deducted from the Contract Price and the Engineer shall notify the Contractor accordingly, with a copy to the Employer.

Notwithstanding the foregoing, such additional or reduced cost, shall not be separately paid or credited if the same shall already have taken into account in the indexing of any inputs to the Price Adjustment Formulae in accordance with the provisions of Price Adjustment Clause.

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS**GENERAL**

- 1.00 Unless otherwise specified in the nomenclature of individual item or in these specifications, the entire work shall be carried out as per CPWD specifications 2009 Volume I & II. The measurements of component of work shall be in metric units.
- 1.01 For the item not covered in the CPWD Specifications, the work shall be executed as per latest relevant standard codes published by BIS(formerly ISI) inclusive of all amendments issued thereto or revision, if any, upto the date of opening of tenders.
- 1.02 In case of BIS codes specifications are not available the decision of the Engineer based on acceptable sound engineering practice and local usage shall be final and binding on the contractor.
- 1.03 The rates of different items of works shall be for all height, lifts, leads and depths of the building except where otherwise specified in the item of work or in special conditions appended with the Tender.
- 1.04 All materials to be used in the works shall bear I.S. Certification marks unless otherwise the make specified in the item or special conditions appended with tender document. In case IS marked materials mentioned in the tender document are not used due to non availability, the materials used shall confirm to IS code applicable in this contract.
- In such cases the Engineer shall satisfy himself about the quality of such materials and give his approval in writing. Only articles classified as First Quality by the manufacturer shall be used unless otherwise specified.
- All materials not having IS marking shall be tested as per provision of the mandatory Tests in relevant IS specifications. The Engineer may relax the condition regarding testing if the quantity of materials required is small. For the products bearing ISI certification mark, no further testing is required at site. In all such cases of use IS certified materials proper proof of procurement of materials from authentic manufacturers shall be provided by the Contractor to the satisfaction of Engineer.
- 1.05 Unless otherwise specified in the bill of quantities the rates for all items of work shall be considered as inclusive of all operations required for which no extra payment will be made.

- 1.06 The contractor shall clear the site thoroughly of all the scaffolding materials and rubbish etc left out of his work and dress the site around the building to the satisfaction of the Engineer before the work is considered as complete.
- 1.07 The rates quoted for all the brick/concrete work shall be deemed to include making openings, shall cut, leave or form holes, recesses, chases etc and making good these with cement sand mortar (1:3)/PCC (1:2:4) or with the same specifications as directed by the Engineer. No extra payment shall be made to the Contractor on this account.
- 1.08 Where ever IS/BIS codes are mentioned in the CPWD Specifications or in these specifications the latest codes with up to date amendments shall be used.
- 1.09 MATERIALS
- 1.09.1 Water:
- Clean, fresh, potable water confirming to Clause 4.3 of IS 456 shall be used for mixing all concrete, grout, mortar, curing, etc. This shall be free from all deleterious matter in solution or in suspension and obtained from an approved source.
- 1.09.2 CEMENT :
- Cement used shall be ordinary Portland (43/53 grade) confirming to specification IS 8119 unless otherwise specified elsewhere. Contractor shall procure all the cement required for the project as the work proceeds at site.
- 1.09.3 COARSE AGGREGATE :
- Shall consist of crushed or broken stone 95% of which shall be retained on 4.75 mm Sieve. It shall be obtained by crushing Granite, Quartzite, Trap, Basalt or similar approved stones from approved quarry and shall conform to IS : 381 and IS :515. Coarse aggregate shall be chemically inert when mixed with cement and shall be cubical in shape and free from soft, friable, thin, porous, laminated or flaky pieces. It shall be free from dust and any other foreign materials.
- 1.09.4 SAND :
- Sand shall confirm to IS : 383 and relevant portion of IS 515. It shall be from natural source or crushed stone screening(if allowed), chemically inert, clean, sharp, hard, durable, well graded and free from dust, clay, shale, large pebbles, salt, organic matter, loam, mica or other deleterious matter.
- 1.09.5 BRICKS:

Bricks for general masonry works shall be first class well burnt, of uniform size and colour, free from cracks, flaws or nodules or free lime and emit clear ringing sound when struck. Fractured surface shall show uniform texture free from grit, lumps holes, etc. Compressive strength of brick shall be 75 kg/cm.sq., water absorption after 24 hrs immersion shall not exceed 15% by weight for common bricks and 12% for face bricks. Dimension tolerance shall not exceed 8% for of the size shown for common bricks and 3 % for face bricks. All bricks shall have rectangular face and sharp edges. The bricks shall show no efflorescence after soaking in water and drying.

Each brick shall have the manufacturers identification mark clearly on the frog.

1.09.6 SCAFFOLDING:

All the scaffolding before installation shall be checked by the Contractor's Engineer for their strength and fitness and tied up properly. Steel/Aluminum scaffolding is to be used. Where scaffolding is necessary, it shall be erected on double support, independent of the work having two sets of vertical supports. Holes shall not be made in the wall for support. Planks shall be fixed and tied together. In case of finishing work such as plastering, painting, distempering, etc no part of the scaffolding shall touch the structure. Where ladders are used, gunny bags shall be tied up at the ends to protect any damage to work by sliding or tipping. In case of ceiling plaster stage scaffolding shall be provided and it shall be independent of walls.

1.09.7 PAINTS AND PRIMERS.

These shall be ready mixed of approved brands conforming to latest IS standard and in sealed tins.

1.09.8 C.I. RAIN WATER PIPES

These shall be of approved brand. If embedded in concrete or brick wall, these shall be C.I. Pipes with lead caulked joints.

1.09.9 Concrete Work/RCC Work.

All plain Concrete and RCC work shall be machine batched, machine mixed and machine vibrated. For all type of RCC work M 25 Design Mix concrete including admixture in recommended proportions (as per IS 9103) to accelerate, retard setting of concrete, improve workability without impairing strength and durability

as per direction of Engineer. Cost of admixtures as required shall be deemed to be included in the quoted rates. Minimum cement content in Design mix shall be as per IS- 456- 2000. Nothing extra shall be payable on this account.

Design mix shall be as specified in Para 5.8 including sub para's of CPWD specifications and relevant IS codes.

All concrete surfaces either cast in situ or precast shall have even, clean finish, free from honey combs, air bubbles, fins, or other blemishes. The form work joint marks for concrete work exposed to view should be rubbed out with corborundum stone and defects patched up with paste of 1 part sand and 1 part cement and cured. The finish shall be made to the satisfaction of the Engineer. Concrete surface to be subsequently plastered or where brick work shall be against it shall be adequately hacked as soon as the form is stripped off so that proper bond can be developed.

Curing and Protection of Concrete : All fresh concrete shall be covered with hessian or similar absorbent material and kept constantly wet for a period of 7 days or more from the date of placement of concrete as per direction of Engineer. Curing may also be done by ponding. Steps shall be taken to protect immature concrete from any type of damage that may impair the strength of concrete.

1.09.10 Reinforcement:

Steel reinforcement shall be of mild steel of tested quality confirming to IS- 432-1966, Grade I and hot Rolled High Yield Deformed bars as per IS 1139-1966 or cold worked steel high strength deformed bars as per IS 1786 -1979 (Grade Fe 415) as specified in bill of quantities/drawings. Contractors can use TMT bars of approved make on prior approval of Engineer.

If type of steel is not specified Contractor shall use High Strength deformed bars Gde 415 for reinforcement.

1.9.11 Bar Bending Schedule.

Contractor shall prepare bar bending schedules for prior approval of the Engineer. However, the approval does not relieve the contractor from his liability for bending, placing and binding reinforcements as per the approved drawings.

All bars shall be bent by machine or other approved means. Bends, hooks and shapes shall conform strictly to the dimension shown on drawings and unless otherwise mentioned, the binding dimensions shall conform to IS:

2502. All binding shall be done with 18 gauge annealed soft iron galvanised wire. When shown on drawing or instructed by Engineer, reinforcement shall be welded. The cover as shown on drawing shall be maintained by use of plastic spacers at approved spacing. Sufficient number of chairs and hangers shall be used to keep the reinforcement in position. No placing of concrete shall be done before the inspection and approval of reinforcement by Engineer.

The Contractor shall ensure that the reinforcement steel does not get rusted and shall properly store it. The contractor shall apply cement slurry to the bars as soon as it reaches site.

1.9.12 Formwork:

Formwork shall be substantially and rigidly constructed of steel. The formwork required shall be with proper bracings, prop, etc furnished by the contractor to ensure safety against bulging, deformation, sagging, joints shall be tight enough to prevent any leakage of water. Provision shall be kept for fixing of anchor bolts, sleeves or any inserts as per drawing or as directed by Engineer. The minimum period of stripping of the formwork may be extended by the Engineer, in which case Contractor would not get any extra payment.

1.9.13 Brick Work:

Bricks shall be well burnt, uniform in size and shape, red cherry or copper colour and should give clear ringing sound and of class designation 75 or as specified in BOQ. Bricks shall be laid in English Bond unless otherwise specified.

Joints should be raked to minimum depth of 15 mm with raking tool during progress of work. The thickness joint in brickwork shall not exceed 1 cm for all class of brickwork.

Top course of plinth, parapet, steps, window sills should be provided with header course.

Joints below ground level should be finished during progress of work.

The dates of execution of work should be painted / marked as the progress.

Partition walls not to be raised beyond lintel level before casting of roof.

1.9.14 Cement Plaster:

Portland Cement shall be thoroughly mixed with dry sand in the prescribed proportion as per BOQ/specifications. Water shall then be added gradually added to make

mixture homogeneous. The cement mortar shall be prepared in mechanical mixer.

The joints between the bricks will be raked out to depth of 20 mm and the surface shall be thoroughly watered and the cement mortar applied evenly on the surfaces to be plastered. The plastered surface shall be kept for a period of 7 days. The thickness of plaster shall be as specified in the BOQ item. The dates of plastering shall be marked/pianted on the surface.

The rate shall include preparation of jamb carrier at the junction of walls, ceiling and beams and all corners. Rates also include providing of chicken mesh at junction of RCC and brick work and making of grooves at the junction of RCC and brickwork or in ceiling at the junction of walls and ceiling or as directed by Engineer.

2 **Testing of Materials.**

All materials used in the works shall be subject to inspection and tests. The contractor shall carry out sampling of such materials and making of concrete test cubes as and when ordered by the Engineer as per the appropriate Indian Standards and as directed by the Engineer. The contractor shall deliver the samples of materials and concrete test cubes in a manner as directed by the Engineer who will inspect the same and then order for testing of the materials and concrete cubes.

The contractor shall arrange for testing of materials normally at Station but samples may be sent to outside testing laboratories, if necessary. The delivery of the samples shall be undertaken by the contractor. The cost and charges for sampling of materials and concrete cubes and delivering the same to the office of the Engineer and / or other places including all incidentals in connection with the same as directed by the Engineer and the testing charges thereof shall be borne by the contractor and shall be deemed to be included in the rates and prices quoted in the Bill Of Quantities. The results of the tests carried out shall be binding on the contractor who shall comply with any rectification measures that the Engineer may deem fit and order to be executed by the contractor as a result of testing. The frequency and number of test of materials shall be as decided by the Engineer-in charge.

Frequency of tests:

At least one test consist of three sample specimen at random from each lot. The samples shall be got tested from the test house as mentioned here under:-

- a) Delhi Test House, 62/3 GT Karnal Road, Indl. Area, Delhi.
 - b) Recognised Engineering Colleges & institutes.
 - c) NCCBM, Ballabgarh, Haryana.
 - d) Shriram Laboratories New delhi.
 - e) Any other laboratories as decided by the Engineer.
- 3.0 Utilization, application mix proportion etc. of materials in waterproofing, repair & rehabilitation and carbon fibre wrapping works shall be as per manufacturer specification.
- 4.0 Old/ expiry date materials shall not be allowed to be used in the work.
- 5.0 Contractor shall be depute technically competent person for execute the job in the work.

LIST OF APPROVED MAKES
CIVIL WORKS

S. No.	Materials	Approved make
1	POLY-SULPHIDE SEALANT	PIDILITE, TUFFSEAL, CHOKSEY, CHEMICLA
2	DAMP PROOF MATERIAL	IMPERMO BY M/S SNOWCEM, DURA-1, ACC-PROOF, AT -CRETE LATEX
3	STUCTURAL STEEL SECTIONS	TATA, SAIL, RINL, JINDAL
4	ADMIXTURE	FOSROC, MC MBT, SIKA, CICO, ASIAN, DURA BUILD CARE, ROFFE, VAM ORGANICS, DURA-SPRED, AT-PLAST
5	WHITE CEMENT	J.K. WHITE, BIRLA WHITE
6	WATER PROOFING COMPOUND	TAP CRETE, CICO, ACCOPROOF, IMPERMO BY M/S SNOWCEM SIKA, DURA-CRETE, AT-CRETE
7	BITUMEN	INDIAN OIL, HINDUSTAN PETROLEUM
8	BRICK-COBA WATERPROOFING AND ACRYLIC IMPREGNATION TREATMENT	OVERSEAS W.P.CO / ROOFERS COMBINE / DEVICON INTERNAZIONALE / HINDUSTAN WATERPROOFING
9	WATER PROOFING MEMBRANE	CARLILES OR EQUIVALENT
10	NONMETELIC SURFACE HARDNER	MC DERITOP F.H.
11	LOCKS/ LATCH	D-LINE, DORMA, REYENRS
12	LAMINATES	GREEN, MERINO, CENTURY, FORMICA,
13	WIRE MESH	STERLING ENTERPRISES, TRIMURTY WELDED MESH
14	PRELAMINATED PARTICLE BOARD	GREENPLY, DURO, CENTURY, KITLAM, JOYTI PLY, ALPRO, CENTURY
15	ADHESIVE	PIDILITE, DUNLOP, VAMORGANIC, DURA-XY-BOND, AT-BOND COAT
16	EPOXY MORTAR	FOSROC, SIKA, DURA-XY-RM, AT-BOND (EX)
17	DASH FASTNERS/ ANCHORING FASTNERS.	HILTI, FISHER
18	FLUSH DOOR SHUTTERS (DECORATIVE, /NON DECORATIVE.)	GREEN PLY ,CENTURY,, KITLAM, ALPRO, JOYTI
19	HYDRAULIC DOOR CLOSER/FLOOR SPRING	D-LINE, DORMA, GEZE
20	WOODEN DOOR FITTINGS OF BRUSHED STEEL	DORMA , DLine, ARKAY

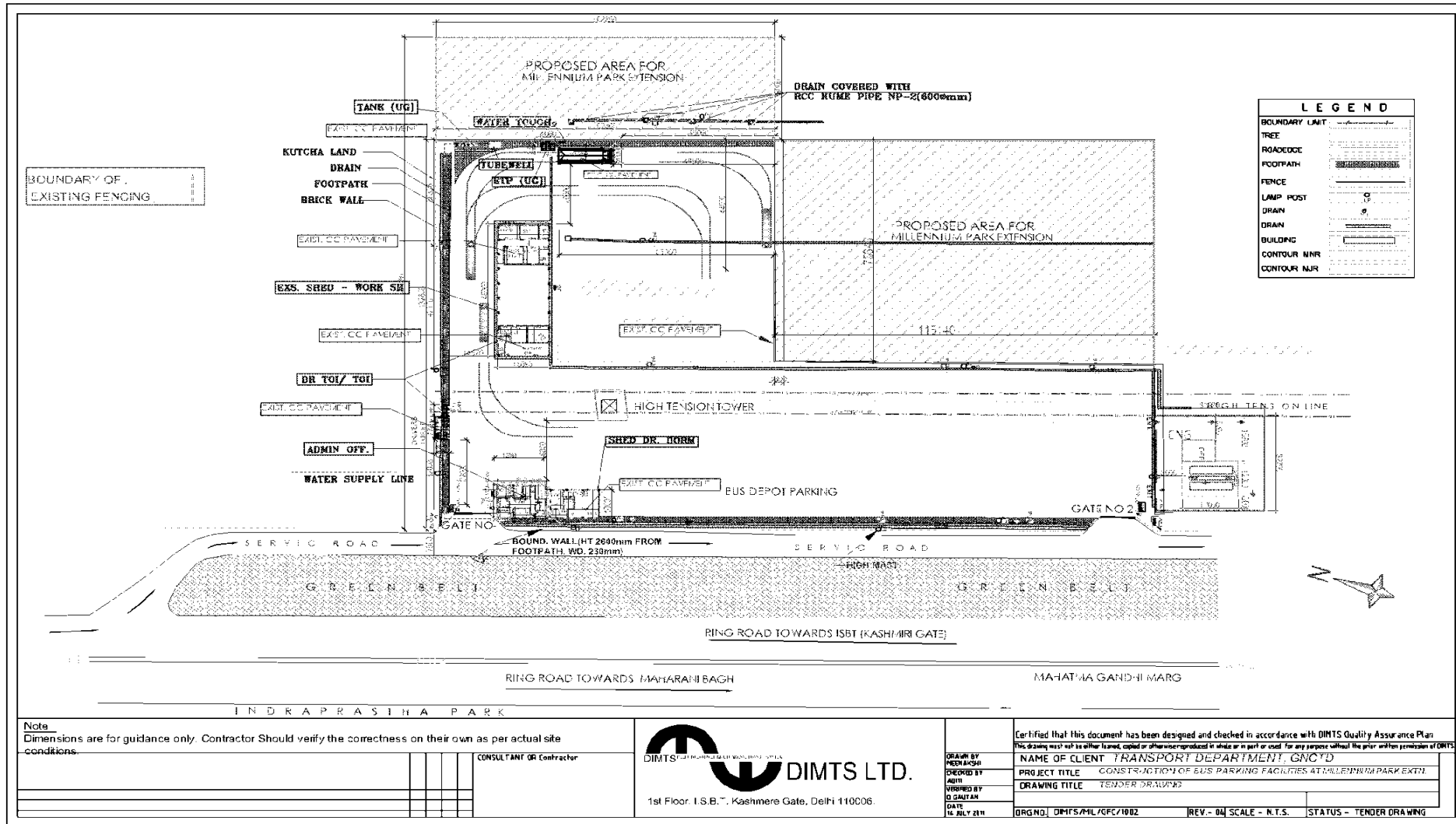
S. No.	Materials	Approved make
21	S.S. STAIRCASE RAILING	D-LINE, DORMA, CONNECT ARCHITECTURAL PRODUCTS PVT. LTD, JINDAL STAINLESS STEEL LTD, ICICH INDUSTRIES, ESSAL
22	FIRE CHECK DOOR	PROMAT, NAVAIR, SURKHI, SHAKTI MET-DOR
23	FIRE CHECK ASSESSORIES CALCIUM SILICON BOARD	FROMTECT
24	SMOKE SEAL STRIP	IMPORTED PROMAT/ASTRO FLAME
25	DOOR CLOSER LOCK	GEZE, DORMA, DLINE
26	PANIC EXIT DEVICE	INGERROLL RAND /MONARCH
27	DOOR COORDINATOR	UL LISTED /MONARCH
28	ANODISED ALUMINIUM HARDWARE (HEAVY DUTY)	HARDIMA, EVERITE, SIGMA (ISI MARKED)
29	TOUGHENED/NON TOUGHENED GLASS	PILKINGTON, SAINT GOBAIN, ASAHI, GLAVERBEL
30	POLYESTER POWDER COATING	NEROLAC, BERGER, J&N
31	ALUMINIUM SECTIONS	JINDAL, HINDALCO, BHORUKA, INDO ALUSYS
32	FRICTION STAY HINGES	EARL-BIHARI
33	NUTS, BOLTS & SCREWS, STEEL	KUNDAN, PRIYA, ATUL
34	EPDM GASKET	HANU/ ANAND
35	STUCTURAL SILICONE	DOW CORNING/WACKER
36	WEATHER SILICONE	DOW CORNING/ WACKER
37	ADHESIVE TAPE	NORTON
38	TERROZZO TILES (PRECAST)	NITCO, BHARAT, KK
39	GLAZED CERAMIC TILES	SOMANY, NITCO, ASIAN, ORIENT, JOHNSON
40	CEMENT CONCRETE TILES/ HARDONITE TILES	NITCO, NTC, HINDUSTAN
41	VITRIFIED TILES	MARBITO, ORIENT, GRANITO, ASIAN,KAJARIA
42	VITRIFIED PAVING TILE	PAVIT, SUPER TILES, ULTRA
43	INTERLOCKING PAVERS	PAVER'S INDIA LTD, PAVIT, SUPER TILES, ULTRA
44	TILE ADHESIVE	CICO, PIDILITE, FOSROC
45	PREMIUM ACRYLIC SMOOTH EXTERIOR PAINT WITH SILICONE ADDITIVES	SNOWCEM, ICI DULUX, ASIAN,
46	SYNTHETIC ENAMEL PAINT	ICI DULUX , BERGER, NEROLAC, ASIAN.
47	PLASTIC EMULSION PAINT	ICI DULUX , ASIAN, BERGER, NEROLAC, JOTUN
48	VITREOUS CHINA SANITARYWARE	HINDWARE, KHOLER, PARRYWARE

S. No.	Materials	Approved make
49	STAINLESS STEEL SINKS	NILKANTH, AMC, CORBA, JAYNA, HINDWARE
50	C.P. BRASS FITINGS	JAGUAR, KHOLER,, HINDWARE PARKO, MARC
51	MS PIPES	KESORAM, ELECTRO STEEL, TATA, JINDAL
52	ORDINARY PORTLAND CEMENT (Grey)	BIRLA VIKRAM, ACC, L&T, JP REVA, SHREE, AMBUJA.
53	STEEL PRIMER	ICI, NAROLAC, BURGER, ASIAN PAINTS
54	WOOD PRIMER	ICI, NAROLAC, BURGER, ASIAN PAINTS
55	MIRROR GLASS	ATUL, MODI, GUARD, GOLDEN
56	REINFORCEMENT STEEL	SAIL, TATA, RINL, RATHI
57	READY MIX CEMENT CONCRETE (RMC)	ACC, AHLCON, UNITECH, L&T, BIRLA ULTRA
58	VACUUM DEWATERED FLOOR	WALIA / FIBRECON CF/ VACMAX ENGINEERS / IRONITE
59	NON-SHRINK GROUT	FOSROC CHEMICALS, SIKA, DURA-EV, AT-GROUT (GP)
60	RELEASE AGENT	FOSROC, MBT, DURA-MOL, AT-MOREL
61	TILE ADHESIVE	CICO, PIDILITE, SIKA, DURA - FIX, AT-TILE FIX (P)
62	MASONITE SKIN DOOR	GODREJ, ALPRO, KUTTY, GREEN PLY
63	Expansion joint	SAINFIELD /VEXCOLT/ C.S

ELECTRICAL

1	PVC INSULATED COPPER CONDUCTOR WIRE	KALINGA FR/ HAVELLS/FINOLEX
2	PVC INSULATED PVC SHEATHED STEEL ARMORED/ UNARMERD XLPE CABLE	KALINGA/ GLOSTER/ HAVELLS
3	MCB, MCCB, ELCB, RCCB	HAVELLS/STANDARD/ SCHNEIDER
4	32 AMP METAL CLAD BOX	HAVELLS, STANDARD/ INDO ASIAN
5	WALL AND CEILING FAN	BAJAJ, CROMPTONGREAVES, HAVELLS
6	LIGHT FIXTURES	BAJAJ, PHILIPS/ WIPRO
7	PVC AND STEEL CONDUIT	ISI MARK
8	DB AND MCB BOX	SCHNEIDER/ HAVELLS/ STANDARD
9	SWITCH AND SOCKET	ANCHOR/ MK/ HAVELLS
10	TELEPHONE CABLES	KALINGA/ FINOLEX/ SKYTONE
11	COMPUTER CABLE CAT-6	D-LINK
12	GI OCTAGONAL POLES	BAJAJ/ASTER/ PE (PARUTHI ENGRS)

TENDER DRAWINGS



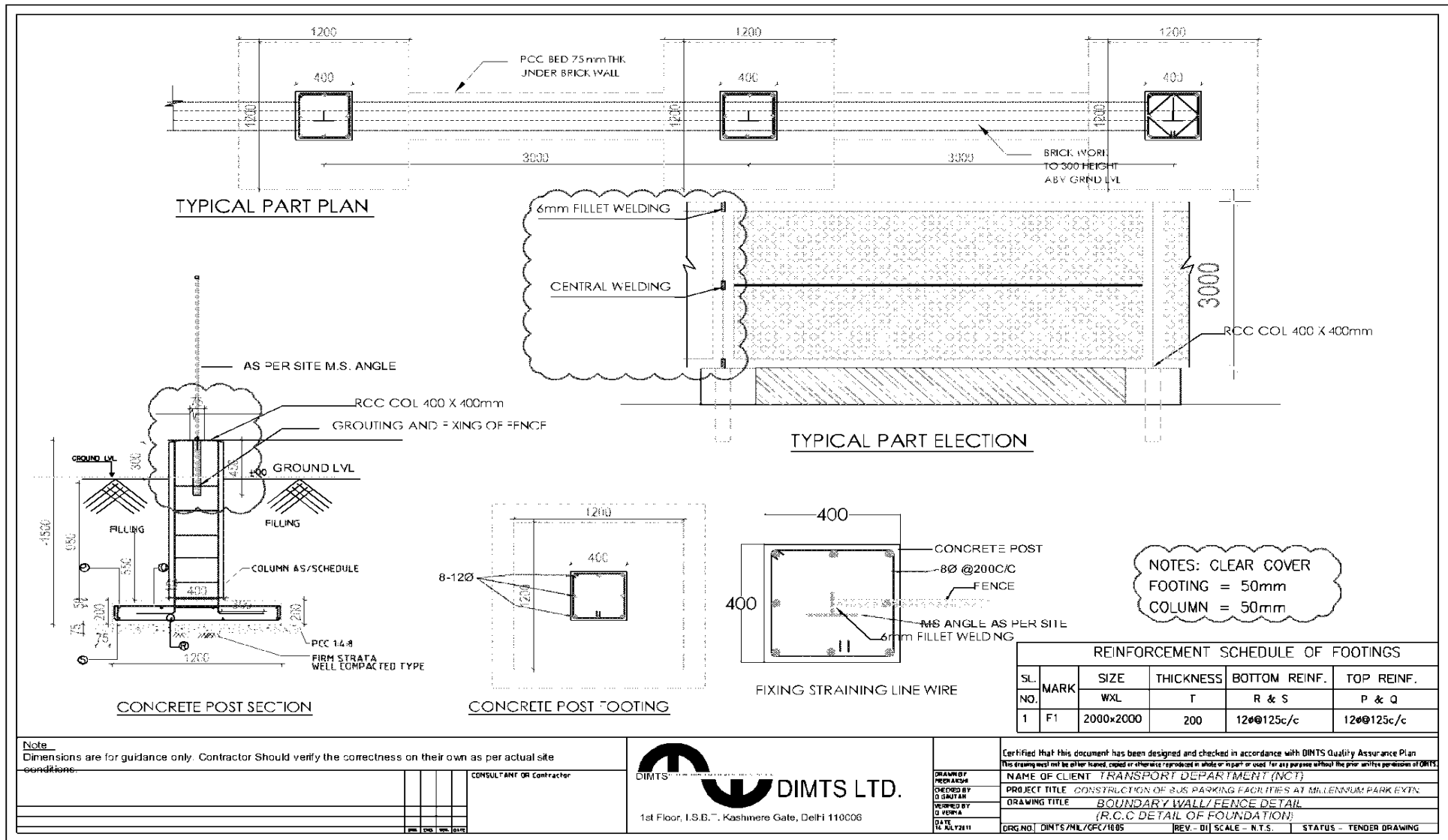
Note
Dimensions are for guidance only. Contractor Should verify the correctness on their own as per actual site conditions.

CONSULTANT OR Contractor



Certified that this document has been designed and checked in accordance with DIMTS Quality Assurance Plan. This drawing must not be either loaned, copied or otherwise reproduced in whole or in part or used for any purpose without the prior written permission of DIMTS.

DRAWN BY PCKR/MSH	NAME OF CLIENT TRANSPORT DEPARTMENT, GNCTD
DESIGNED BY ADH	PROJECT TITLE CONSTRUCTION OF BUS PARKING FACILITIES AT MILLENNIUM PARK EXTN.
CHECKED BY D.GHATGE	DRAWING TITLE TENDER DRAWING
DATE 14 JULY 2011	ORGN/D, DMITS/ML/GFC/1002
	REV - 04 SCALE - N.T.S. STATUS - TENDER DRAWING



BILL OF QUANTITIES

FORM OF BID

To,
AGM (Projects),
Delhi Integrated Multi-Modal Transit System Ltd.
1st Floor, Maharana Pratap I.S.B.T. Building,
Kashmere Gate, Delhi-110006.

Sub: **Development of Bus Parking Facilities at Millennium
Park Extension, New Delhi**

Sir,

1. Having visited the site and examined the General as well as Special conditions of contract, current CPWD specifications with updated correction slip, MORTH Specifications, Special/Additional Specifications, Instructions to Bidders, Bid Drawings, Addenda etc. for the execution of above named works, we the undersigned, offer to execute and complete such works and remedy defects therein in conformity with the said Conditions of Contract, Specifications, Bid Drawings and Addenda

Percent (%) **above/below/at par** (in figures _____) In words _____) on the rates mentioned in Schedule of Items.

2. We acknowledge that the Appendix to Bid forms an integral part of the Bid.
3. We undertake, if our Bid is accepted, to commence the works within 3 days of issue of the Letter of Acceptance and to complete the whole of the Works comprised in the Contract within 3 Months + 3 days calculated from the date of issue of the Letter of Acceptance, as indicated in the Appendix to Tender.
4. If our Bid is accepted, the bid security amount submitted will be adjusted towards the Performance Guarantee for the due performance of the Contract.
5. We have independently considered the amount shown in Clause 49.6 of the General Conditions of Contract as liquidated damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.
6. We agree to this Bid valid for a minimum period of 90 days from the date fixed for receiving the same and it shall

remain binding upon us and may be accepted at any time before the expiry of that period or any extended period mutually agreed to.

- 7. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
- 8. We declare that the submission of this Bid confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract and that we have not breached or will be breaching the Clause 37 of Instructions to Bidders. We acknowledge the right of the Employer, if he finds to the contrary, to declare our Bid to be non-compliant and if the Contract has been awarded, to declare the Contract null and void.
- 9. We understand that you are not bound to accept the lowest or any bid you may receive.
- 10. If our Bid is accepted we understand that we are to be held solely responsible for the due performance of the Contract.

Dated this.....day of..... 2011

Signature

Name..... in the capacity of

duly authorized to sign Bids for and on behalf of.....

Address

Company Seal

Note :

- i. The Appendix forms part of the Bid and (ii)
- ii. Bidders are required to fill up all the blank spaces in this form of Bid and Appendix.

APPENDIX TO TENDER

Description	Reference Clause
<u>Name of Work:-</u> Development of Bus Parking Facilities at Millennium Park Extension	1.1 of Instructions to Tenderers
<u>Client:-</u> Transport Department, Government of National Capital Territory of Delhi	1.3(a) of Instructions to Tenderers
<u>Employer:-</u> Delhi Integrated Multi-Modal Transit System Limited (DIMTS) 1 st Floor, Maharana Pratap ISBT, Kashmere Gate, Delhi-110 006.	1.3(b) of Instructions to Tenderers
<u>Scope of Work:-</u>	1.5 of Instructions to Tenderers
<u>Approximate Estimated Cost of the Work:-</u> Rs. 90 Lacs (Rupees Ninety Lacs)	1.6 of Instructions to Tenderers
<u>Amount of Earnest Money and in case EMD is submitted in the form of Pay Order/Demand Draft, the same shall be payable at:-</u> Rs. 1,80,000/- (Rupees One Lac Eighty Thousands only) payable at New Delhi	9.1 of Instructions to Tenderers
<u>Period of Validity of Tender:-</u> 90 days.	10.1 of Instructions to Tenderers
<u>Period of Completion:-</u> 3 Months	8.0 of Special Conditions of Contract
<u>Defect Liability Period:-</u> 12 months	9.0 of Special Conditions of Contract

Signature & Company Seal

Date

Name

Place

Address

SCHEDULE OF ITEMS - PREAMBLE

1. The Schedule of Items shall be read in conjunction with Invitation for Bid, Instructions to Bidders, General and Special /Additional Conditions of Contract, Technical Specifications and Drawings.
2. The bidder has to quote the percentage rate above/ below/at par (in words and figures) against the rates given in the Schedule of Items. The percentage above / below / at par quoted on Schedule of Items shall be applicable for all items listed. Payment shall be made as per the actual quantum of work executed. Contractor will have no right for any claims whatsoever like loss of profit etc. The contractor has to execute the work as per work order to be issued from time to time depending on the site requirement.
3. The rates and prices will be deemed to include all plant, labour, supervision, materials, transport, all temporary works, erection, maintenance, taxes and duties, contractor's profit and establishment/overheads, together with preparation of design and drawings, all general risks, insurance liabilities, compliance of labour laws and obligations set out or implied in the contract.
4. If the bidder fails to quote percentage (%), it will be considered that the bidder has offered his bid 'at par' i.e as per rates given in Schedule of Items. If no sign of '+' or '-' (plus or minus) is put, then '+' sign will be considered.
5. Errors will be corrected by the Employer as per tender.
6. Bidders shall fill the Priced Schedule of Items in percentage above/below/ at par. Percentage to be filled both in figures and words indicating '+' or '-' for figures and 'above' or 'Below' for words.
7. The Schedule of Items shall be filled in indelible ink or type written. The person authorized to sign on behalf of the Bidder shall sign in full with company seal and date at the bottom of all pages. Any corrections shall be made by clearly striking out the previous data, writing the correct figure/data and putting signature of the authorized signatory at the place of correction. Use of correction fluid is not allowed.
8. The works executed against the work order would be paid on measurement basis.

9. The payment under the Payment Schedule will cover all work specified in the tender drawing and / or provided in the scope of work. The Schedule of Payment will not get modified due to alterations of any type so far as the modifications/alterations are within the scope of work and/or provided for in the tender drawings.

SCHEDULE OF ITEMS - ABBREVIATIONS

<u>Abbreviations</u>		<u>For</u>
Rs or RS	:	Indian Rupees
LS or L.S or SUM	:	Lump Sum
Nr. or No. or Nos.	:	Number(s)
Lm or LM or lm	:	Linear Metre
M	:	Metre
KM or km	:	Kilometre
Hct. Or Hct	:	Hectare
m ² or sq.m or sqm	:	Square Metre
m ³ or cum or cu.m or Cum	:	Cubic Metre
cc. or c3 or cu.cm or cucm	:	Cubic Centimetre
cum. Km. Or cum km	:	Cubic Metre Kilimetre
KG or kg or Kg	:	Kilogram
mt or t or T or tone	:	Metric Tonne
HP	:	Horse Power
IRC	:	Indian Roads Congress
IS	:	Indian Standard
P.O.L. or POL	:	Petroleum, Oil & Lubricants

BILL OF QUANTITIES

Name of Work: Development of Bus Parking facilities at Millennium Park extension, New Delhi

SCHEDULE - A

S No	Description of Item	Unit	Qty	Rate (Rs.)	Amount (Rs.)
1	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means over areas (exceeding 30cm in depth. 1.5m in width as well as 10 sqm on plan) including disposal of excavated earth, lead upto 50m and lift upto 1.5m, disposed earth to be levelled and neatly dressed.	Cum	273.48	151.75	41501.25
2	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift upto 1.5 m.	Cum	203.13	68.10	13833.05
3	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level 1:4:8 (1 Cement : 4 coarse sand : 8 graded stone aggregate 40 mm nominal size).	Cum	378.48	3649.00	1381058.47
4	Providing and laying cement concrete in retaining walls, return walls, walls (any thickness) including attached pilasters, columns, piers, abutments, pillars, posts, struts, buttresses, string or lacing courses, parapets, coping, bed blocks, anchor blocks, plain window sills, fillets etc. up to floor five level, excluding the cost of centering, shuttering and finishing : 1:1½:3 (1 cement:1½ coarse sand:3 graded stone aggregate 20 mm nominal size).	Cum	9.42	5887.65	55452.83
5	Reinforced cement concrete work in walls (any thickness), including attached pilasters, buttresses, plinth and string courses, fillets, columns, pillars, piers, abutments, posts and struts etc. up to floor five level excluding cost of centering, shuttering, finishing and reinforcement : 1:1.5:3 (1 cement : 1.5 coarse sand : 3 graded stone aggregate 20	Cum	59.54	6097.60	363026.71

S No	Description of Item	Unit	Qty	Rate (Rs.)	Amount (Rs.)
	mm nominal size)				
6	Centering and shuttering including strutting, propping etc. and removal of form for: Columns, Pillars, Piers, Abutments, Posts and Struts.	Sqm	244.00	355.20	86668.80
7	Reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete. Thermo-Mechanically Treated bars. @ 100 Kg of RCC	Kg	5358.24	63.60	340784.06
8	Brick work with F.P.S. bricks of class designation 75 in foundation and plinth in : Cement mortar 1:4 (1 cement : 4 coarse sand)	Cum	31.82	3417.15	108726.88
9	Structural steel work riveted, bolted or welded in built up sections, trusses and framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete:	Kg	7417.44	69.05	512174.23
10	Welding by gas or electric plant inclu. transportation of plant at site etc. complete.	Cm	12932.00	2.15	27803.80
11	Washed stone grit plaster on exterior walls of height upto 10 M. above level in two layers, under layer 12mm cement plaster 1:4 (1 cement: 4 coarse sand) furrowing the under layer with scratching tool, applying cement slurry on the under layer @ 2 Kg of cement per square metre, top layer 15mm cement plaster 1:1/2:2 (1 cement: 1/2 coarse sand : 2 stone chipping 10mm nominal size) in panels with groove all around as per approved pattern including scrubbing and washing, the top layer with brushes and water to expose the stone chippings ,complete as per specification and direction of Engineer-in- charge (Payment for providing grooves shall be made separately)	Sqm	342.16	390.70	133681.91
12	Forming groove of uniform size in the top layer of washed stone grit plaster as per approved pattern using wooden battens, nailed to the under layer including removal of wooden battens, repair to the edges of panels and finishing the groove complete as per specifications and direction of	Mtr	73	19.80	1449.36

S No	Description of Item	Unit	Qty	Rate (Rs.)	Amount (Rs.)
	the Engineer-in-charge : 15 mm wide and 15 mm deep groove				
13	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade:	Sqm	1092.00	76.45	83483.40
14	Welded steel wire fabric of required width rectangular mesh painted with two or more coats of enamel paint of approved shade over a coat of primer (Painting to be paid for separately). @ 10 kg/sqm	Kg	5460.00	69.30	378378.00
15	Providing and laying C.C. pavement of mix M25 with ready mixed concrete from batching plant. The ready mixed concrete shall be laid and finished with screed board vibrator , vacuum dewatering process and finally finished by floating, brooming with wire brush etc. complete as per specifications and directions of Engineer-in-charge. (The panel shuttering work shall be paid for separately).	Cum	468.00	6662.15	3117886.20
16	Centering and shuttering including strutting, propping etc. and removal of form work for : Retaining walls, return walls, walls (any thickness) including attached pilasters, buttresses, plinth and string courses fillets etc.	Sqm	241.2	268.80	64834.56
17	Excavating trenches of required width for pipes, cables, etc including excavation for sockets, and dressing of sides, ramming of bottoms, depth upto 1.5 m including getting out the excavated soil, and then returning the soil as required, in layers not exceeding 20 cm in depth including consolidating each deposited layer by ramming, watering, etc. and disposing of surplus excavated soil as directed, within a lead of 50 m :- Pipes, cables etc. exceeding 80 mm dia. but not exceeding 300 mm dia.	Mtr	120	171.42	20570.94
18	Providing and laying non-pressure NP2 class (light duty) R.C.C. pipes with collars jointed with stiff mixture of cement mortar in the proportion of 1:2 (1 cement : 2 fine sand) including testing of joints etc. complete : (250 mm dia. R.C.C. pipe)	Mtr	120	384.72	46166.16

S No	Description of Item	Unit	Qty	Rate (Rs.)	Amount (Rs.)
19	Earth work in surface excavation not exceeding 30 cm in depth but exceeding 1.5 m in width as well as 10 sqm on plan including disposal of excavated earth upto 50 m and lift upto 1.5 m, disposed soil to be levelled and neatly dressed (All kind of soil)	Sqm	120	3089.7	370759.68
20	Demolishing R.C.C. work manually/ by mechanical means including stacking of steel bars and disposal of unserviceable material within 50 metres lead as per direction of Engineer - in- charge	Cum	19.52	800.95	15634.53
21	Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge. In cement mortar	Cum	37.674	463.00	17443.06
22	Dismantling steel work manually/ by mechanical means in built up sections without dismembering and stacking within 50 metres lead as per direction of Engineer-in-charge.	Kg	12300	0.90	11070.00
23	Disposal of building rubbish/malba including loading/unloading and disposal by mechanical transport for all lead and lifts. Disposed material to be neatly dressed.	Cum	273.48	155	42390.07
24	Fixing of existing available fence panels / fencing over already casted or cast in situ RCC column including grouting etc. complete all labour and material or as directed by Engineer - in- charge	Sqm	5460	119.0	649740
	SUB TOTAL SCHEDULE 'A'				7884518.00

SCHEDULE B: - ELECTRICAL WORK

S.No.	Description of item	Unit.	QTY.	RATE (Rs)	AMOUNT (Rs)
1.0	Point Wiring				
1.1	Wiring for light point/ fan point/ exhaust fan point/ call bell point with 1.5 sq.mm FR PVC insulated copper conductor single core cable in surface / recessed steel conduit, with modular switch, modular plate, suitable GI box and earthing the point with 1.5 sq.mm. FR PVC insulated copper conductor single core cable etc. as required. GROUP-C	Point	4	878	3,512
2.0	CIRCUIT /SUBMAIN WIRING				
2.1	Wiring for circuit/ submain wiring alongwith earth wire with the following sizes of FR PVC insulated copper conductor, single core cable in surface/ recessed steel conduit as required				
a)	4 X 2.5 sq. mm + 2 X 2.5 sq. mm earth wire	Meter	50	239	11,950
3.0	SUPPLY OF LUMINARIES				
3.1	Supply of the following luminaires comprising of basic channel, holder, Electronic Ballast / Low Loss Copper Ballast (as mentioned in BOQ) starter, condenser, control gear box complete with decorative attachments, lamps etc. as per specification and as per catalogue number giving below				
a)	Philips TCS- 350/236 C-5 HF with 1XTLD 36 Watt lamps	Nos	4	1,425	5,700
4.0	INSTALLATION OF LUMINARIES AND FIXTURES				
a)	ITC fluorescent fitting directly on surface: Installation, testing and commissioning of pre-wired, fluorescent fitting / compact fluorescent fitting of all types, complete with all accessories and tube etc. directly on ceiling/ wall, including connection with 1.5 sq.mm FR PVC insulated, copper conductor, single core cable and earthing etc. as required.	Each	4	64	256
5.0	DISTRIBUTION BOARDS				
5.1	Supplying and fixing following way, three pole and neutral, sheet steel, MCB distribution board, 415 volts, on surface /recess , complete with tinned copper busbar, neutral busbar, earth bar, din bar, detachable gland plate, interconnections, phosphatized and powder painted including earthing etc. as required. (But without MCB/RCCB/Isolator)				

S.No.	Description of item	Unit.	QTY.	RATE (Rs)	AMOUNT (Rs)
a)	4 way (4+12), Double door, horizontal type.	Each	2	1,953	3,906
6.0	MCB's / RCCB				
6.1	Supplying and fixing 5 amps to 32 amps rating, 240 volts, 'B' series, miniature circuit breaker suitable for lighting and other loads of following poles in the existing MCB DB complete with connections, testing and commissioning etc. as required.				
a)	Single Pole	Each	24	128	3,072
6.2	Supplying and fixing following rating, four pole, (three phase and neutral), 415 volts, residual current circuit breaker (RCCB), having a sensitivity current upto 300 milliamperes in the existing MCB DB complete with connections, testing and commissioning etc.as required.				
a)	63 A	Each	2	2,126	4,252
7.0	L.T. CABLES				
7.1	Supply of the following 1100 Volts Alu/ Cu. Conductor, PVC insulated PVC sheathed, steel armoured/ unarmoured or XLPE cables as per IS-1554/ 7098 Part-I and as per stanard specification				
a)	ALUMINIUM CABLE (ARMOURED) 3.5 core 95 sq.mm XLPE	RM	50	415	20,750
b)	ALUMINIUM CABLE (ARMOURED) 4 core 25 sq.mm XLPE	RM	200	198	39,600
8.0	L.T. CABLES (INSTALLATION)				
8.1	Laying and fixing of one number PVC insulated and PVC sheathed/ XLPE Aluminium / Copper conductor cable of 1.1 KV grade on surface as required.				
a)	ALUMINIUM CABLE (ARMOURED) 3.5 core 95 sq.mm XLPE	RM	50	32	1,600
b)	ALUMINIUM CABLE (ARMOURED) 4 core 25 sq.mm XLPE	RM	200	32	6,400
9.0	CABLE END TERMINATIONS;				
9.1	Supply & provide cable end terminations for following Aluminium/Copper conductor cables using crimping sockets, brass compression glands, etc, as required.				

S.No.	Description of item	Unit.	QTY.	RATE (Rs)	AMOUNT (Rs)
a)	ALUMINIUM CABLE (ARMOURED) 3.5 core 95 sq.mm XLPE	Nos.	4	294	1,176
b)	ALUMINIUM CABLE (ARMOURED) 4 core 25 sq.mm XLPE	Nos.	4	205	820
10.0	Supplying installing testing & commissioning of 12mtr long dip galvanised steel octagonal pole with base plate, size (320X320X20mm) , overhang 1.5m bracket with, 250W hpsv lamp, including laying of 2X25 sq. mm armoured aluminium cable with GI wire 8SWG from source to pole including foundation etc., complete in all respect. (Bajaj/Aster/ Pruthi Make)	nos	10	54,000	540,000
	SUB HEAD - E , L.T. PANELS (SUPPLY AND INSTALLATION)				
11.0	L.T. PANELS :				
11.1	Supply of the following cubical type panels double door, outdoor type with canopy and locking arrangement with 50mm pad locks, fabricated out of 14 guage CRCA sheet structure duly powder coated, MS channel base frame, complete with, moulded case circuit breakers, meters, indicating lamps, current transformer etc. Complete in all respects, insulated bus bars with heat shrinkable PVC sleeve in suitable bus chambers, interconnection, wiring, name plate, danger plate, earth bus etc. & comprising of compartments with hinged door for each feeder & its accessories, cable alley with hinged doors, bus chamber with bolted door etc. The panel being of dust & vermin proof construction with rubber gasket etc. The panel shall be free standing type as per relevant drawing and comprising with the following.				
Notes:					
-					
1.0	All MCCBS shall be with operating handle.				
2.0	CTs burden shall be 15VA & accuracy class 1.0				
3.0	CTs shall be cast resin type .				
4.0	All MCCBs shall be with thermal magnetic releases.				
5.0	All indication lights shall be LED type.				
6.0	All meter shall be digital type.				
7.0	Breaking Capacity of all MCCB's are Ics service breaking capacity				

S.No.	Description of item	Unit.	QTY.	RATE (Rs)	AMOUNT (Rs)
A)	MAIN L. T. PANEL (MLTP)	Set	1	80,000	80,000
a)	INCOMING :				
i)	1 No.315A TP MCCB (35kA)				
b)	BUS BAR :				
i)	One set of 400A Alu. Bus Bar with PVC Sleeve in sealed M.S. Painted bus chamber.				
c)	METERING , INDICATIONS AND RELAYS :				
i)	1 set. of R/ Y/ B phase indicating lamp with control MCB's.				
ii)	1 No. (0 - 400A) Digital Ammeter with built-in selector switch and CT's.				
iii)	1 No . (0 - 500 V) Digital Voltmeter with built-in Selector switch & control MCB's.				
d)	OUT GOINGS :				
i)	1 No. 200A, 4P MCCB (25 kA)				
ii)	1 No. 125A, 4P MCCB (25 KA)				
iii)	2 No. 63A, 4P MCCB (25 KA)				
iv)	2 No. 40A, 4P MCCB (25 KA)				
e)	ON lamps shall be provided on all outgoing feeders				
f)	1 No. 50 x 6mm GI Earth Bus across the width of the panel.				
11 (a)	Supply and laying Double Wall Corrugated (DWC) HDPE pipe of following size having corrugated on outer wall and plain surface on inner wall confirming to IS 14930(Part I & II), 0.7 Mtr. below the ground level including road cutting wherever required, excavation, refilling the trench etc as per specification as required - 120 mm outer dia pipe with excavation and back filling as required.	RM	50	400	20,000
11 (b)	same as above but 90mm dia	RM	200	350	70,000
12.0	Providing and fixing 6SWG dia GI wire on surface or in recess for loop earthing in existing pipe	meter	500	17	8,500
	Sub Total B				821,494

SCHEDULE 'C'**Name of Work:** Development of Bus Parking Facilities at Millennium Park Extension

S No.	Description of Item	Unit	Qty	Rate	Amount
1	Any item not covered in BOQ and needs to be executed as per actual site condition, shall be paid as per DSR 2007 plus Cost index i.e. 49%	LS			300000

ABSTRACT

Sub Total of Civil Schedule (A)	=	7,884,518
Sub Total of Schedule (B)	=	821,494
Sub Total of Schedule (C)	=	300,000
Grand Total of Schedule (A+B+C)	=	9,006,012
Rupees Ninety Lac six thousand and twelve only		

Quoted Percentage (%) above/below/at par (Please indicate '+' or '-' for figures and 'Plus' or 'Minus' in Words)	
In Figures	In Words

Note:

- Nothing extra shall be paid for any related equipment required for execution of the works.