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SECTION-1

Notice Inviting Tender

UNITECH LIMITED8/13th Floor, Tower B, Signature Tower, South City-1, Gurugram, 122001, Haryana

Date: 07-11-2023

Notice Inviting Tender (NIT)

UNITECH LIMITED (hereinafter referred to as the Employer), invites tenders from experienced and eligible agencies for **“Balance Civil & MEP Works at 'Espace Premier' , Gurugram, (Haryana)”** as per Schedule as under:

Sr. No.	Subject	Description
(i)	Tender Document No.	UL/RE/GRG/EspacePremierVillas/2023/236
(ii)	Bidding Process	Bidding System To be uploaded/ filled as per the instructions given in e- Tendering Procedure at Annexure - III.
(iii)	Name of the Work	“Balance Civil & MEP Works at 'Espace Premier' , Gurugram, (Haryana)”
(iv)	Brief Scope of Work	Balance Civil, Plumbing, Electrical, HVAC & lifts Works.
(v)	Estimated Cost	₹ 77,64,04,783/- (Excluding GST) (In Words) - Rupees Seventy seven Crores Sixty four lakhs Four thousand Seven hundred eighty three only.
(vi)	Period of Completion	24 Months
(vii)	Earnest Money Deposit	₹ 10,00,000/- (In Words) Rupees Ten Lakhs only. Name of Beneficiary : UNITECH LIMITED Bank : ICICI BANK LIMITED Current Account Number : 245105001682 IFSC CODE : ICIC0002451 CIF ID 587747798
(viii)	Non-refundable cost of Tender document	Rs. 10,000/- + GST@ 18 % through e-payment gateway.
(ix)	Non-refundable e-Tender processing fee	Rs. 5,000/- + GST@ 18 % through e-payment gateway.
(x)	Site Visit with PMC/ Employer	On 10-11-2023 at 11:00 AM (IST)
(xi)	Site Visit - Contact	Bidder may contact following for conducting site visit :- 1. Mr. Rahul Kumar (REPL) Contact No.- 9990672188

Sr. No.	Subject	Description
(xii)	Last date of receipt of Bidder's Queries in consolidated form	14/11/2023 Queries to be send on below E-mail ID:- Email ID : REPL@unitechgroup.com
(xiii)	Virtual Pre-Tender Meeting (Time)	16/11/2023 AM at 15.00 PM (IST)
(xiv)	Last date & time of submission of Online Tender	Up to 08/12/2023 by 04.00PM (IST)
(xv)	Date & Time of Opening of Technical Bids	On 11/12/2023 at 11:00 AM (IST)
(xvi)	Intimation of technically qualified bids.	To be Notified Later
(xvii)	Date & time of opening of Financial Bids of technically qualified bidders.	To be Notified Later
(xviii)	Validity of offer	180 days from the date of opening of Technical Bid.

1.2 The tender document can be downloaded from the website <https://etenders.unitechgroup.com>

1.3 Corrigendum, if any, would appear only on the website and not to be published in any Newspaper.

2.0 Eligibility Criteria:

The interested bidders should meet the following qualifying criteria:

2.1 Work Experience:

- (i) Experience of having successfully completed similar works during the last 07 (seven) years ending previous day of last date of submission of tenders.
 - (a) Three similar works each costing not less than 40% of the estimated cost put to tender, OR
 - (b) Two similar works each costing not less than 60% of the estimated cost put to tender, OR
 - (c) One similar work costing not less than 80% of the estimated cost put to tender.

“Similar works” shall mean “Commercial/ Institutional/ Multi-storeyed residential buildings”.

Notes: -

- (i) The past experience in similar nature of work should be supported by certificates i.e. copies of Letter of Award & Completion Certificate issued by the respective Employer's organizations. In case, the work experience is of Private sector, the said certificates shall be supported with copies of Corresponding TDS Certificates. Value of work will be computed from the amount reflected in the TDS Certificates in conjunction with the completion certificate.
- (ii) The value of executed works shall be brought to the current level by enhancing the actual value of work done at a simple rate of 7% per annum, calculated from the date of completion to the date of submission of tenders including extension(s) given, if any.
- (iii) The values of completed work shall be exclusive of Service Tax/GST. Bidder shall produce documentary evidence against the Taxes & Duties applicable against the concerned job(s). In case the value of job submitted by the bidder does not have clarity with regard to inclusion/ exclusion of Service tax/GST, the amount appearing in the Completion Certificate, the bidder shall provide statutory auditors certificates clearly stating the service tax/GST in the computation to arrive at the completed work value in conjunction with the completion certificate. In case where such certification is not provided or the completion certificate does not have clarity, the value of completed work shall be considered inclusive of applicable GST @18% tax and shall be evaluated accordingly.
- (iv) Joint venture/ consortium of firms/ companies shall not be allowed, and the bidder should meet the above criteria himself. However, the Contractor may deploy a specialized agency during the execution of the works for this purpose at his own cost and responsibility for delivery as per prescribed standards.
- (v) **Certificates of Subsidiary/ Group Companies:**
 - (a) Any company/ firm while submitting the bid can use the work experience of its subsidiary company to the extent of its ownership in the subsidiary company.
 - (b) In case, the companies/ firms, which intend to get qualified on the basis of experience of the parent company/ Group Company, the same shall not be considered. However, for the purpose of clarification, the parent company by itself only can submit the bid.
 - (c) In case, the companies/ firms, which intend to get qualified on the basis of experience of their own works/in-house works, the same shall not be considered.
 - (d) In case of a Company/ firm, formed after merger and/ or acquisition of other companies/ firms, past experience and other antecedents of the merged/ acquired companies/ firms will be considered for qualification of such Company/ firm provided such Company/ firm continues to own the requisite assets and resources of the merged/ acquired companies/ firms relevant to the claimed experience.

(vi) Foreign Certificate:

- (a) In case the work experience is for the work executed outside India, the bidders must submit the completion/ experience certificate issued by the owner duly signed & stamped and a self-attested undertaking towards the correctness of the completion/ experience certificates. The contractor shall also get the completion/ experience certificates attested by the Indian Embassy/ Consulate/ High Commission in the respective country.
- (b) In the event of submission of completion/ experience certificate by the Bidder in a language other than English, the English translation of the same shall be duly authenticated by Chamber of Commerce of the respective country and attested by the Indian Embassy/ Consulate/ High Commission of the respective country.
- (c) For the purpose of evaluation of bidders, the conversion rate of such currency into INR shall be arrived at by the daily representative exchange rate published by the IMF as of 7 (Seven) days prior to last date of Submission of bid including extension(s) given, if any.

2.2 Financial Strength:

- (i) The average annual financial turnover for the three best out of last five financial years, ending 31st of the March of the previous financial year, shall be at least 35% of the estimated cost put to tender. The requisite Turnover shall be duly certified by a Chartered Accountant/ Statutory Auditor with his Seal/ signatures and registration number. In case of Companies/ Firms less than 3 years old, the Average annual financial turnover shall be worked as relevant to the available period only.
- (ii) Net Worth of the company/ firm as on the last day of preceding Financial Year should be positive.

Net worth means paid-up share capital, Share Application Money pending allotment* and reserves # less accumulated losses and deferred expenditure to the extent not written off. Net worth has been calculated using the following formula.

Reserves to be considered for the purpose of Net worth shall be all reserves created out of the profits and securities premium account but shall not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.

** Share Application Money pending allotment will be considered only in respect of share to be allotted*

Paid up share capital	XX
Add: Share Application Money pending allotment	XX
Add: Reserves (As defined Above)	XX
Less: accumulated losses	XX
Less: Deferred Revenue Expenditure to the extent not written off	XX
Net Worth	XX

Notes:-

- (a) Self-certified copy of Bank Solvency Certificate issued from Nationalized or any Schedule Bank should be at least 40% of Estimated Cost of the Project put to tender. The certificate should have been issued within 6 months from the last date of the submission of the tender including extension(s) given if any.

Bank Solvency Certificate is not required if estimated cost put to tender is less than or equal to INR 25 Crore.

- (b) The bidders are required to upload and submit one page of summarized Balance Sheet (Audited) and also one page of summarized Profit & Loss Account (Audited) for the last three years.

3.0 The intending bidder must read the terms and conditions of this document carefully including the checklist at **Annexure-IV**. He should submit his tender only if he considers himself eligible and he is in possession of all the documents required. Information and Instructions/addendums for bidders posted on Website(s) shall form part of the Tender Document.

4.0 Complete tender, except the BOQ/ SOR (containing the financial details), would be visible to all prospective bidders. BOQ/ SOR would be visible to only those bidders who would be paying (a) Non-refundable cost of tender document and (b) Non-refundable e-Tender Processing Fee. The EMD has to be paid through e-Payment gateway only including all other desired documents as per Notice Inviting e-tender.

5.0 Set of Contract/ Tender Documents:

The following documents will constitute set of tender documents:

- (i) Notice Inviting e-Tender
- (ii) Summary of price
- (iii) Instructions to Tenderers & General Conditions of Contract
- (iv) Technical Specifications
- (v) Bill of Quantities
- (vi) List of approved makes of materials
- (vii) Tender Drawings
- (viii) GENERAL DETAILS Annexure-I
- (ix) Acceptance of Tender Conditions
- (x) Integrity Pact at Annexure-II (To be signed and stamped by the contractors and scanned copy to be uploaded with the bid)
- (xi) Addendum/ Corrigendum, if any, - Duly signed by the authorized person
- (xii) Special Conditions of Contract
- (xiii) Pre Tender clarifications, if any

6.0 The bidders are required to quote strictly as per terms and conditions, specifications, standards given in the tender documents and is not allowed to stipulate any deviations/ conditions.

The bidders are advised to submit complete details with their bids as Technical Bid Evaluation will be done on the basis of documents uploaded on the website by the

bidders with the bids. The procedure for e-Tendering, including the maximum allowable file size for the upload, is described at **Annexure-III** and must be complied by the tenderer for successful bid submission. The information should be submitted in the prescribed Performa and only in PDF format as per the sequence defined in the checklist at **Annexure IV**. All pages of all submittals are to be duly signed/attested by the authorized signatory of the bidder along with the company seal.

Bids with Incomplete / Ambiguous information will be rejected.

The Bank Guarantee for EMD submitted by the bidders shall be strictly in the format prescribed in the General Conditions of Contract GCC. In case, EMD is not found verbatim in the prescribed format, the bid will be liable for rejection.

- 7.0** The bidders are advised in their own interest to submit their bid documents well in advance from last date/ time of submission of bids so as to avoid problems which the bidders may face in submission at the last moment/during rush hours for the purpose of uploading the bids.
- 8.0** On the opening date, the tenderer can login and see the tender opening process.
- 9.0** Notwithstanding anything stated above, the Employer reserves the right to assess the capabilities and capacity of the tenderer to perform the contract in the overall interest of work. In case, bidder's capabilities and capacities are not found satisfactory, the Employer reserves the right to reject the tender and the bidder will have no objection to it.

10.0 Certificate of Financial Turn Over:

The submission at Clause 2.2 part (ii) (b) above of the audited balance sheet and P&L account, the bidder shall upload the certificate duly attested by the Chartered Accountant/statutory auditor mentioning the Financial Turnover of last 3 years, however, the entire voluminous balance sheets or P&L accounts are not to be uploaded. Only one page of summarized balance sheet (Audited) and one page of summarized Profit & Loss Account (Audited) copy for last 03 years shall be uploaded and the same shall also be submitted in hard copy.

- 11.0** The bidder must ensure to quote separate rates of percentage for Schedule-A and Schedule-B items. The Rate shall be quoted up to two decimals places. The rate of percentage (above, at par or below) quoted by the bidder for Schedule-A items will be Applicable to all items covered under Schedule-A and the rate of percentage (above, at par or below) quoted by the bidder for Schedule-B items will be applicable to all items covered under Schedule-B. The evaluation of Lowest (L1) bid shall be done based on the SUM of the value quoted by the bidder towards combined Schedule-A and Schedule-B items.
 - a) In case bidder has quoted percentage increase or decrease and the total amount in the summary of prices, but there is discrepancy in total amount, quoted and the amount arrived at after calculating the percentage increase/ decrease quoted by the bidder over Estimated Cost, then the total amount shall be corrected based on the estimated cost and the quoted percentage.
 - b) In case bidder has quoted the percentage and the total amount in summary of prices, but increase or decrease ("+" or "-") has not been indicated by the bidder against the % figure, then the amount quoted by bidder shall be considered and the percentage

increase/ decrease shall be calculated based on the total amount quoted by the bidder and Estimate Cost.

- c) In case bidder has quoted the percentage in the summary of prices, but the total amount has not been quoted and increase or decrease (“+” or “-”) has not been indicated against the % figure, then the ‘+’ shall be considered for the % figure.
- d) In case the bidder left the % and amount Blank, % increase/ decrease shall be considered as NIL.

12.0 The tenderer(s) if required, may submit queries, if any, through E-mail and in writing to the Employer to seek clarifications within 08 days from the date of uploading of Tender on website but latest by **14-11-2023** so as to reach the office not less than 01 day prior to the date of Pre-bid meeting. The Employer will respond to only those queries which are essentially required for submission of bids. The Employer may not respond to the queries which are not considered fit, viz. replies of which can be implied/ found in the NIT/ Tender documents or which are not relevant or in contravention to NIT/ Tender Documents and the queries received after 08 days from the date of uploading of Tender on website. Technical Bids are to be opened on the scheduled dates. **Requests for Extension of Bid submission will not be entertained.**

The Pre-Bid meeting shall be attended by the intending bidders only and not by vendors/ manufacturers. The intending bidders should depute their authorized person with authorization letter in original to attend the pre-bid meeting.

13.0 Integrity Pact

Integrity Pact at **Annexure-II** duly signed and stamped by the tenderer, shall be submitted. Any tenderer submitting the bid without the integrity Pact shall be liable for rejection.

14.0 List of Documents to be scanned, uploaded and also to be submitted in hard copy within the period of tender submission:

- (i) If EMD submitted as Bank Guarantee, Upload scanned copy of Bank Guarantee
- (ii) GENERAL DETAILS as per Annexure-I.
- (iii) Unconditional Letter of Acceptance of Tender Conditions (in original) on the Letter Head of the Applicant/ Bidder.
- (iv) Integrity pact as per Annexure -II.
- (v) Details of Work Experience Certificates –FORM A.
- (vi) Details of Similar Works – FORM B.
- (vii) Financial Details - FORM C.
- (viii) TDS details for Private Sector Projects – FORM D.
- (ix) Self-certified copy of Bank Solvency Certificate - FORM E.
- (x) Documents regarding Net Worth of the Company/ Firm.
- (xi) General Information – Form F.

- (xii) Work Experience Certificates consisting of details as mentioned in Form G.
- (xiii) Affidavit duly notarized by Notary Public on Non-Judicial Stamp Paper of Rs. 100/- for correctness of Documents /Information – Form H.
- (xiv) Power of Attorney in the name of the person authorized for signing/ submitting the tender.
- (xv) E-payment Transaction details towards cost of e-tender processing fee.
- (xvi) Valid GST registration/ EPF registration/ PAN No.
- (xvii) All pages of the entire Corrigendum (if any) duly signed by the authorized person.
- (xviii) Registration Details of the bidder in the GST Act – Form I.
- (xix) Checklist compliance as per Annexure IV.
- (xx) The Bidder shall submit an affidavit disclosing therein that no criminal case against him/ company, in relation to his normal course of business, is pending at any level including any inquiry by the Central Bureau of Investigation (CBI)/ Enforcement Directorate (ED).

Notes:

- (i) All the uploaded documents should be in readable, printable and legible form, failing which the bids are liable for rejection. The document submitted in hard copy should be indexed and duly page numbered in the sequence as per the checklist at Annexure IV.
 - (ii) In case of foreign bidders participating individually, the bidder is exempted from submission of GST/ EPF/ ESIC registration/ PAN etc. including all other statutory registrations/ permissions/ approvals for executing work in India during bid submission. However, foreign bidders have to submit undertaking on a pre-approved format stating that they will be complying with such mandatory requirements within 60 days of issue of Letter of award. Such format, for the purposes of approval, should reach the Employer on or before the date of the Pre-bid meeting.
 - (iii) The Contract agreement shall be signed with successful Bidder only after meeting out all above requirements. No payment during the execution of work shall be released till the compliance to above requirements. In case of non-fulfilment of any such requirement by the successful bidder within the stipulated time period, the EMD shall be forfeited, and the bidder will be put under holiday list of the Employer and its parent company M/s Unitech Ltd.
 - (iv) The foreign bidder can provide the credit limit documents in lieu of Solvency Certificate.
- 15.0** No Clarification will be sought in case of non-submission of Cost of tender document, EMD of requisite amount, Letter of Waiver as per Section 4 (Forms and formats) and Affidavit as per Form H of Section 2 of the bidding document. In such cases the bid shall be rejected out rightly without seeking any further clarification/document.
- 16.0** The Employer reserves the right to reject any or all tenders or cancel/withdraw the invitation for bid without assigning any reasons whatsoever thereof. The Employer does not bind itself to accept lowest tender and reserves the right to negotiate post

the financial bid opening if it may so deem fit.

- 17.0** For all scheduled BOQ items as per Schedule A, the nomenclature/rates/unit of applicable DSR items shall be applicable. In case, any ambiguity is observed in scheduled BOQ items, nomenclature, unit and rate of relevant DSR item will hold good.
- 18.0** Canvassing in connection in the overall tender award process is strictly prohibited, and such canvassed tenders submitted by the bidder will be liable to be rejected and his earnest money shall be forfeited.
- 19.0** In case of any query, please contact **Mr. Rahul Kumar (REPL)** Ph. No **9990672188** during Office hours on all working days.

(.....)

Annexure - I

General Details

Sl. No.	Description	Cl. No. of NIT/ ITT/ GCC	Values/ Description to be Applicable for Relevant Clause(s)						
1	Name of Work		“Balance Civil & MEP Works at 'Espace Premier' , Gurugram, (Haryana)”						
2	Employer		Unitech Limited						
3	Type of Tender		Item rate						
4	Earnest Money Deposit	NIT	₹ 10,00,000/- (In Words) Rupees Ten Lakhs only.						
5	Estimated Cost	NIT	₹ 77,64,04,783/- (Excluding GST) (In Words) - Rupees Seventy seven Crores Sixty four lakhs Four thousand Seven hundred eighty three only.						
6	Time allowed for Completion of Work	NIT	24 Months						
7	Mobilization Advance	GCC / 4.0	Up to 5% of contract value						
8	Rate of interest on Mobilization Advance	GCC /4.0	Mobilization Advance shall bear an Interest @ 9% per annum						
9	Validity of Tender	ITT /7.0	180 days						
10	Performance Guarantee	GCC / 2.0	3% (Three Per cent Only) of contract value to be submitted within 15 days of issue of Letter of Award						
11	Security Deposit/ Retention Money	GCC / 3.0	5% (Five Per cent Only) of the gross value of each running/ final bill.						
12	Start date of Contract	GCC/1.0	The date of start of contract shall be reckoned from 15 th day from the date of issue of letter of Award.						
13	Deviation limit beyond which clause of GCC shall apply for all works except foundations.	GCC/ 6.0	<table><tr><td>Building Work</td><td>Repair of Buildings</td><td>Road Work</td></tr><tr><td>30%</td><td>50%</td><td>50%</td></tr></table>	Building Work	Repair of Buildings	Road Work	30%	50%	50%
Building Work	Repair of Buildings	Road Work							
30%	50%	50%							
14	Deviation limit beyond which clause of GCC shall apply for foundation work.	GCC/ 6.0	<table><tr><td>Building Work</td><td>Repair of Buildings</td><td>Road Work</td></tr><tr><td>100%</td><td>NA</td><td>NA</td></tr></table>	Building Work	Repair of Buildings	Road Work	100%	NA	NA
Building Work	Repair of Buildings	Road Work							
100%	NA	NA							

Sl. No.	Description	Cl. No. of NIT/ITT/ GCC	Values/ Description to be Applicable for Relevant Clause(s)
15	Escalation	GCC / 7.0	<p>For operation of Clause 7.0, the basic rate of materials as on last date of receipt of tender will be as under -</p> <p>(a) Cement – Rs. 289 Per Bag</p> <p>(b) Reinforcement steel/TMT bars –Rs. 58000/ MT</p> <p>(c) Structural steel – Rs 66/Kg</p>
16	Defect Liability Period	GCC/ 42.0	<p>05 (Five) years from the date of Issuance of Completion Certificate for the works by the Employer. For incomplete works in STP, Basement ventilation works etc., where part of work is already executed at site, warranty against the equipment would be for 24 months. For balance 03 years, Annual Maintenance Contract (AMC) would be executed along with part of work not executed under this contract/ tender. AMC cost would be separate and borne by Unitech.</p>

SECTION - 2

Instructions to Tenderers

Instructions to Tenderers (ITT)

Online percentage rate open tenders are invited from eligible agencies for **“Balance Civil & MEP Works at 'Espace Premier' , Gurugram, (Haryana)”**

1. The work is estimated to cost ₹ 77,64,04,783/- (Excluding GST)
2. The tender document, as uploaded, can be seen on website www.unitechgroup.com and can be downloaded free of cost.
3. **Earnest Money Deposit**
 - (i) Earnest Money Deposit (EMD) i.e. ₹ 10,00,000/- to be paid online on the e- Tendering portal or as a Bank Guarantee (BG) .
 - (ii) The EMD shall be valid for a minimum period of 180 (One Hundred Eighty) days from the last date of submission of Tender. The Bank Guarantee (BG) against EMD shall be scanned and uploaded to the e-Tendering website at the time of tender submission. The original BG shall be maintained with the bidder and deposited in the office of Employer as and when demanded. The EMD shall be payable to the Employer without any condition(s), recourse or reservations.
 - (iii) Wherever the EMD is not paid in the online mode, scanned copy of BG should be uploaded on the portal, Original copy of BG shall be submitted to the Employer as and when demanded by them, failing which the Employer have the right to reject the Bid.
 - (iv) The Employer will verify all EMD submitted as a BG with the issuing bank. In case the BG is not confirmed by the bank the bid will be marked as unresponsive and will be rejected.
 - (v) The EMD of unsuccessful bidders will be returned within 15 days after the award of work to the successful bidder or within 180 days from the date of opening of the financial bid, whichever is earlier.
 - (vi) The EMD of the successful bidder will be discharged after the contractor has furnished the performance guarantee.
 - (vii) No interest shall be paid by the Employer on the EMD.
 - (viii) The EMD shall be forfeited in the following events:
 - (a) If the bidder withdraws the bid after bid opening during the period of validity;
 - (b) Any unilateral revision in the offer made by the tenderer during the validity of the offer.
 - (c) Upon non-acceptance of LOI/ LOA by bidder, if and when issued by the Employer.
 - (d) In the case of a successful bidder, if the bidder fails to sign the contract Agreement within 15 days from the date of issue of LOA or furnish the required Performance Guarantee or fail to mobilize within 30 days of the LOA/LOI.
 - (e) If any bidder furnishes any incorrect or false statement/ information/ document.

(f) If bidder commits any breach of the Integrity Pact.

4. Interested bidder, who intends to participate in the tender, has to make following payments online:-

- (a) Cost of Tender Document (Non-refundable) – Rs.10,000.00 + GST@ 18%
- (b) Cost of e-Tender Processing Fee (Non- refundable) – Rs. 5,000.00 + GST @ 18%
- (c) EMD amount as specified in previous section. To be paid online or as BG. In case of BG the scanned copy of BG shall be uploaded on the portal failing which the bid will be rejected.

5. Online technical tender documents only of those tenderers shall be opened, whose Earnest Money Deposit, Cost of Tender Document and e-Tender Processing Fee and other documents submitted are found in order. The Financial Bids of only those tenderers will be opened whose technical bid documents are complete in all respect and meet the qualification criteria.

6. Validity of Tender

The tender for the works shall remain open for acceptance by the bidder for a period of 180 days from the date of opening of financial bid. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the Employer, then the Employer shall, without prejudice to any other right or remedy, be at a liberty to forfeit the Earnest Money Deposit of the bidder. Further, the tenderers shall be put under holiday list of the Employer and its parent company M/s Unitech Ltd.

7. The tender submitted shall become invalid if:

- (a) The tenderer is found ineligible on technical evaluation.
- (b) The tenderer does not upload all the documents as stipulated in the tender document.

8. Acceptance of Tender

The Employer reserves the right to reject any or all the tenders in part or full without assigning any reason whatsoever.

9. The bid shall be submitted strictly in accordance with the conditions of Contract and instructions to tenderer. Tenders with any additional condition(s)/ modifications shall be rejected. Tenders, in which any of the prescribed conditions are not fulfilled or found incomplete in any respect, are liable to be rejected.

10. On acceptance of tender, the name of the authorised representative(s) of the contractor, who would be responsible for taking instructions from the Engineer-in-Charge, shall be intimated by the contractor within 15 days of issue date of Letter of Award by the Employer.

11. The tenderer is not permitted to bid for the works if his family member or a close relative is posted in the project office or concerned Zonal Office of the Employer or its parent company Unitech Limited, unless otherwise permitted. The contractor shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are close relatives to any of the officers of the Employer or its parent company Unitech Limited through the entire duration/ time period of the project. Any breach of this condition by the tenderer would render him liable to the withdrawal of the work awarded to him and forfeiture of Earnest Money Deposit and Security Deposit. This may also debar the contractor from tendering for other/ future works of the Employer or its parent company Unitech Ltd. For the purpose of operation of this clause, a close relative shall mean wife, husband, parents, grandparents, children, grandchildren, brothers, sisters, uncles, aunts, cousins and their corresponding in-laws.
12. The time for completion of the work as contained in contract shall be as per "GENERAL DETAILS - **Annexure-I**".
13. Canvassing, whether directly or indirectly, with Employers/ PMC/ TPIA is strictly prohibited, and the tenders submitted by the bidders, who resort to canvassing, will be liable for rejection.
14. The tender award, execution and completion of work shall be governed by tender documents consisting of (but not limited to) Letter of Award/ Letter of Work Order, Bill of Quantities, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings. The tenderers shall be deemed to have gone through the various conditions including sub-soil water conditions, topography of the land, drainage and accessibility etc. or any other condition which, in his opinion, will affect his price/ rates before quoting their rates for the work. No claim whatsoever against the foregoing shall be entertained at any stage after the award of works.
15. The drawings issued with the tender documents are indicative. Works shall be carried out as per "Good For Construction/ GFC drawings issued by Engineer-in-Charge to the Contractor" and the "Shop Drawings prepared by the Contractor and approved by Engineer-in-Charge".

16. Addenda/ Corrigenda

Addenda/Corrigenda to the tender documents may be issued at least three days prior to last date of submission of the tender to clarify or effect modification in specification(s) and/or contract terms included in various sections of the tender document. The tenderer shall suitably take into consideration such Addenda/Corrigenda while submitting his tender. The tenderer shall return such Addenda/ Corrigenda duly signed and stamped as confirmation of its receipt & acceptance and submit along with the tender document as per **Annexure - IV**. All addenda/ Corrigenda shall be signed and stamped on each page by the tenderer and shall become part of the tender and contract documents.

17. Site Visit and Collecting Local Information

Before tendering, the tenderers are advised to visit the site of work, the present status of the project/ work, its surroundings to assess and satisfy themselves about the local conditions such as the status of the project, working and other constraints at site, approach roads to the site, availability of water & electrical power supply, application of taxes/ duties/ levies/ Toll/ Octroi as applicable & any other relevant information required by them to execute the complete scope of work. It becomes even more important in the case of brown-field projects where part works have already been executed that the tenderer obtain all necessary information as to the risks, weather conditions, contingencies & other circumstances, which may influence or affect its tender prices. Tenderer shall be deemed to have considered the above site and local conditions whether he has inspected the site or not and to have satisfied himself in all respect before quoting his rates so as not to raise any claims or extra charges whatsoever in this regard during the entire duration of the project execution, upon completion or during the defect liability period. No claims or extra charges whatsoever shall be entertained/ payable by the Employer on a later date after award of work.

18. Access by Road

- (i) Contractor, if necessary, shall build temporary access roads to the site of construction for the works at his own cost to make the site accessible. The Contractor shall maintain the same in motor able condition at all the times at his own cost. The contractor shall be required to permit the use of any access roads so constructed by him for vehicles of the Employer or any other agencies/ contractors who may be engaged on the project site without any charges whatsoever.
- (ii) Non-availability of access roads or approach to site, for the use of the contractor shall in no case condone any delay in the execution of work nor be the cause for any claim for Penalty.

19. Handing Over & Clearing of Site

- (i) The Contractor should note that the area for construction may be made available in phases as per availability and in conjunction with pace of actual progress of work at site. The work may require to be carried out in constrained conditions. The work is to be carried out in such a way that the traffic, people movement, if any, is kept operative and nothing extra shall be payable to the contractor due to this phasing/ sequencing of the work. The contractor is required to arrange the resources to complete the entire project within total stipulated completion time of the contract. Traffic diversion, if required, is to be done and maintained as per requirement of local traffic police, by the contractor at his own cost and the contractor shall not be entitled for any extra payment, whatsoever, in this regard.
- (ii) Efforts will be made by the Engineer-in-Charge/ Employer to handover the site to the Contractor free of encumbrances. However, in case of any delay in handing over of the site to the Contractor, the Employer shall only consider suitable extension of time for the execution of the work. It should be clearly understood that the Employer

shall not consider any revision in contract price or any other Compensation whatsoever viz. towards any idling of Contractor's labour, equipment etc.

- (iii) Old/ Temporary structures on the site of work, if required, shall be demolished by the contractor properly at his own cost unless and otherwise mentioned elsewhere in the Schedule A & B of the financial bid or as mentioned in SCC. The useful material obtained from demolition of structures & services shall be the property of the Employer and these materials shall be stacked as directed and at the place specified by the Engineer-in-Charge.
- (iv) Necessary arrangement including site maintenance is to be made by the contractor for temporary diversion of flow of existing drain, road etc. The existing drain, road would be demolished, wherever required, with the progress of work under the scope of work. The existing Road and Drain, which are not in the alignment of the said project but are affected and/ or need to be demolished during execution for smooth progress of the project, shall be re-constructed/re-habilitated to its original status and condition by the contractor at his own cost. The cost to be incurred by contractor in this regard shall be deemed to be included in the quoted rates and contractor shall not be entitled for any extra payment on this account whatsoever.
- (v) The information about the public utilities (whether over ground or underground) like electrical/ telephone/ water supply lines, OFC Cables, open drain etc. is the responsibility of contractor to ascertain through the site investigation whether the utilities will affect the works.
- (vi) The contractor shall be responsible for obtaining necessary approvals from the respective statutory authorities for shifting/ re-alignment of existing public utilities. The Employer shall only assist the contractor in obtaining the approvals from the concerned statutory authorities.
- (vii) Any services affected by the works must be temporarily supported by the bidder/ contractor who shall also take all reasonable measures required to protect the services and property of various government/ private bodies during the progress of works. The cost towards the same is deemed to be a part of the contract bid, and no extra payment shall be made to the contractor for the same.

20. Scope of Work

- (i) The scope of work covered in this tender shall be as per the Bill of Quantities, specifications, drawings, instructions, orders issued to the contractor from time to time during the execution of work. The drawings for this work, which may be referred for tendering, provide general information about the work to be performed under the scope of this contract. These may not be the final drawings and may not indicate the full range of the work under the scope of this contract. The work will be executed according to the drawings to be released as "GOOD FOR CONSTRUCTION" from time to time by the Engineer-in-charge and according to any additions/ modifications/ alterations/ deletions made from time to time, as required by any other drawings that would be issued to the contractor progressively during execution of work. It shall be the responsibility of the contractor to incorporate the changes that may be in this scope of work, envisaged at the time of tendering and as

actually required to be executed.

- (ii) The quantities of various items as entered in the "BILL OF QUANTITIES" are approximate and may vary depending upon the actual requirement of the work. The contractor shall be bound to carry out and complete the stipulated work irrespective of the variation in individual items specified in the bill of quantities. The variation of quantities will be governed as per Section 3, clause No. 6.0 of the contract.

21. Approval of Temporary / Enabling Works

The setting and nature of all offices, huts, access road to the work and all other temporary works as may be required for proper execution of the works shall be subject to the approval of the Engineer- in-Charge. All the equipment, labour, material including cement, reinforcement and the structural steel required for the enabling/ temporary works associated with the entire Contract shall have to be arranged by the Contractor only and at his own costs and is deemed to be considered in the bid price. Nothing extra shall be paid to the Contractor on this account.

22. Clarifications after Tender Submission

Tenderer's attention is drawn to the fact that during the period the tenders are under consideration, the tenderers are advised to refrain from contacting the Employer and/or his employees/ representatives on matters related to the tender under consideration and that, if necessary, Employer/ PMC will obtain clarifications in writing or as may be necessary.

23. Order of Precedence of Documents

In case of any difference, contradiction, discrepancy, regarding the conditions of contract, specifications, drawings, Bill of quantities etc. forming part of the contract, the following shall prevail in order of precedence:

- (i) Contract Agreement
- (ii) Letter of Award
- (iii) Bill of Quantities
- (iv) GFC Drawings
- (v) Technical Specifications
- (vi) Special Conditions of Contract
- (vii) Instructions to Tenderers
- (viii) General Conditions of Contract
- (ix) Others

Integrity Pact

To be executed between

The Employer and its representatives such as the PMC/TPIA hereinafter referred to as **"The Principal"** (which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns)

AND

..... hereinafter referred to as **"The Bidder/ Contractor"** (which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns)

Preamble

1. Unitech Limited, along with its project owning subsidiaries, being the Employer, is in the process of inviting proposals & bids and award of contracts for procurement, works, goods and services, for completion of its various residential and commercial projects in fulfilment of its given mandate.
2. The Employer places a very high value to the overall integrity, probity and honesty, promoting economic use of resources, and ensure fairness/transparency in its relations with its Bidder(s) and/ or Contractor(s). In order to ensure that highest level of integrity, transparency and trustworthiness is maintained throughout the execution and completion of all its projects, the Employer proposes to adopt and follow an 'Integrity Pact' with the prospective bidders/ contractors. The Integrity Pact is applicable to all the stakeholders i.e. the Contractors and their personnel, the Project Management Consulting agencies and staff, the Engineers India Limited (EIL) and their staff in its role as the Third Party Monitoring Agency, and above all, the Employer and its staff. It seeks the commitment of all persons engaged on these projects on whosoever's behalf to perform without compromising on any aspect, or resorting to any unethical or corrupt practices in any aspect/ stage of the contract, or exercise any unwarranted influence or be influenced on any aspect of the contract or transaction. Only those bidders/ contractors, who commit themselves to this Integrity Pact, would be considered eligible to participate in the bidding process.
3. In order to achieve these goals, the Employer, the EIL and the Project Management Consultants (appointed by the Employer) will monitor the tender process and execution of the contract for compliance with the principles mentioned above.

Section -1: Commitments of the Employer

Unitech Group, along with its staff, commit itself to take all measures necessary to prevent any form of corruption and to observe the following principles:-

- (i) No employee of the Employer or the PMC or the Third Party Inspection & Monitoring Agency (appointed by the Employer) personally or through any other persons/ family members, will take a promise or demand or accept for self or third person, any material or other benefit or consideration, which the person is not legally entitled to in connection with the tender, or the execution of a contract.

- (ii) The Employer or its agents (i.e. the PMCs and the TPIA) will treat all Bidder (s) with equity, fairness and transparency during the tender process. It will, in particular, before and during the tender process, provide to all Bidder (s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an unfair advantage in relation to the process or the contract execution.

Section -2: Commitments of Bidders (s)/ Contractor(s)

The Bidder(s)/Contractor(s) shall also commit himself/herself/ themselves to take all measures necessary to prevent all forms of corruption. The Bidder commits himself/herself to observe the following principles during his/her participation in the tender process and thereafter during the contract execution.

- (i) The Bidder(s)/ Contractor(s) shall not, directly or through any other persons or firm, offer, promise or give to any Employee of the Employer or its agents (PMCs and TPIA) involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage during the tender process or during the execution of the contract.
- (ii) The Bidder(s)/ Contractor(s) shall not enter into any undisclosed agreement or understanding, whether formal or informal, whether collusive or otherwise, with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process in any manner.
- (iii) The Bidder(s)/ Contractor(s) shall not commit any offence surrounding the observance of integrity under any law. The Bidder(s)/ Contractors will not indulge in any improper use of any information or document provided by the Employer or its agents in the course of a business relationship, for purposes of competition or personal gain, or pass on to others such information or documents regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (iv) In case of sub-contracting, Bidder (s)/ Contractor(s) shall also like-wise ensure the adoption and signing of the Integrity Pact by the respective sub-contractors.
- (v) The Bidder(s)/ Contractor(s) shall, when presenting their/ its bid, faithfully disclose any and all payments he/she/it has made or committed or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

Section-3: Equal treatment of the Bidders/Contractors/Subcontractors.

- (i) The bidders(s)/ contractor(s) undertake(s) to obtain a commitment in conformity with this integrity pact from all the sub-contractors.
- (ii) The Employer shall enter into agreements with identical conditions with all bidders and contractors.
- (iii) Employer will disqualify the bidders, who do not sign this Integrity Pact or violate its

provisions, from the tender process.

Section-4: Disqualification from tender process and exclusion from future contracts.

If the Bidder(s)/ Contractor(s), before award or during the project execution, has committed a transgression through a violation of Section-2 above or in any other form such as to put his reliability or credibility in question, the Employer is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process and restrict the Bidder (s)/ Contractor(s) from participating in future tenders of the Employer for a period of two years.

Section-5: Compensation for Damages

If the Employer has disqualified the Bidder(s) from the tender process prior to the award of the contract in terms of Section 4, the Employer shall be entitled to demand and recover the amount equivalent to Earnest Money Deposit towards compensation for damages.

Section – 6: Integrity Pact Duration

- (i) This Integrity pact comes into effect as soon as it is signed by both parties. It shall expire for the Contractor(s) 12 months after the Completion of the work, and 03 months for other unsuccessful Bidder(s) after the contract has been awarded.
- (ii) If any complaint is made/ lodged by either Party to the Employer during the periods mentioned in (i) above, the management would be at liberty to take such action as may be deemed appropriate.

Section – 7: Miscellaneous

- (i) If the Bidder(s)/ Contractor(s) is/are a partnership firm or a consortium or a joint venture, the Integrity Pact shall be signed by all members of the partnership firm or the consortium or the Joint Venture, as the case may be.
- (ii) Any dispute or difference arising between the parties with regard to the terms of this Integrity Pact/Agreement, any action taken by the Employer in accordance with this Integrity Pact/ Agreement or interpretation thereof shall not be subject to arbitration.
- (iii) This agreement shall be governed by the Indian laws for the time being in force. The Courts in Delhi, having the ordinary original civil jurisdiction will have the authority to deal with matters arising from this Pact/ Agreement.

(For and on behalf of the Principal)	(For and on behalf of Bidders/Contractors)
(Official Seal)	(Official Seal)
Witness-1	Witness -2
<Name>	<Name>
<Address>	<Address>

Place: _____

Date: _____

Procedure for e-Tendering

Bidders intending to participate in the tenders of Unitech Group have to register first on the e-Tendering portal of Unitech Limited. For this purpose, the authorized representative of the bidder must possess a Class 3 DSC (Digital Signature Certificate). Registration and participation of the bid has to be done at etenders.unitechgroup.com

1. Registration / Empanelment

Registration includes issuance of a unique User ID to each Bidder by the system. The request for the same is made online. The Bidder fills in the basic identification information during the registration process. The approval of registration will be automatic via email verification. Registration and approval are mandatory to be able to operate as a Bidder on the e-tendering processes.

2. File Size

The documents required to be submitted are given in Annexure-IV of Section-2. Five (5) Buckets of different documents have been made in such a manner that each document size is within 25 MB, which is the maximum limit for uploading the said document. This arrangement must be strictly adhered to overcome any problems qua e-filing of documents.

3. Bidder Information Update

Bidder information can be updated as and when required by Bidders online by going on to "Edit Profile". The changes may be subject to Employer approval depending on configuration.

4. Update of Digital Signature Certificate (DSC)

The Digital Signature Certificate (DSC) is required to be registered by each bidder on the System. Since DSCs are valid for a limited period, the digital certificates need to be updated (re-registered) online from time to time. Bidders can participate in a bid only by using their DSC.

5. Public View of Tenders

5.1 View of tender notices/ Notice Inviting Tenders

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the tendering portal on the homepage at <https://etenders.unitechgroup.com>. The tender documents can be downloaded from the portal.

5.2 View of in-process tenders

The list of live tenders is available to bidders at the home page of the e-Tendering portal. However, details of the participants who have downloaded the tender or from whom the bids are received are not made available in order to maintain the confidentiality of identities of bidders and transparency of the procurement process until the process of tender opening has been initiated. The list shows the status of each tender and allows viewing of the tender notices of these tenders.

5.3 View of completed tenders

Bidders will be able to view their completed tenders online on the portal.

5.4 View of opened bids

- (i) The participating bidder will be able to view only his opened technical bid.
- (ii) The participating bidder, whose technical bid is qualified, will be able to view all the financial bids on the date of opening of financial bids.

5.5 Key Dates

The bidders are strictly advised to follow dates and times as indicated in the tender document. The data and time shall be binding to all bidders. All online activities are time tracked and the system enforces time locks to ensure that no activity or transaction can take place outside the start and end dates and the time of stage as defined in the tender document.

6. Bid Preparation

Bid preparation must be done online. In order to operate on the electronic tender management system, a user's machine is required to be set up. A help file on system setup/Pre-requisite can be downloaded from home page of the website - <https://etenders.unitechgroup.com>

6.1 Filling up the bid forms

Bid forms are in tabular format. Each bid will be submitted on two envelope formats. Bidder has to fill all forms related with these envelopes. Bid form data can be saved only after encryption with the public key of the Bidder's digital certificate. Data can be edited only after decrypting it with the private key of the Bidder's digital certificate. Unencrypted data cannot be saved in the System.

6.2 Adding attachments

- (i) The attachments, if required, may need to be submitted. Some of these may be mandatory and some not. This is clearly indicated on the form for attachment upload. Extra attachments i.e. the ones not asked for in the tender document can also be uploaded at the choice of the Bidder. Employer has the option to disallow uncalled for attachments.
- (ii) The Bidder has an additional feature of 'Briefcase' where he can keep his commonly used documents. While attaching the same to the tender, he can select document either from the briefcase or he can directly upload the same.
- (iii) **Scan copy of Documents to be submitted/uploaded for Prequalification or Technical bid under online PQQ/ Technical Envelope:** The required documents (refer to Tender document) shall be prepared and scanned in different file formats (in PDF /JPEG/MS WORD format such that file size is not exceed more than 25 MB) and uploaded during the on-line submission of PQQ or Technical Envelope.
- (iv) **FINANCIAL or Price Bid PROPOSAL shall be submitted mandatorily online under Commercial Envelope.**

- (v) **Technical and Financial bid to be submitted on portal and not to be submitted manually.**

6.3 Validating bid data

Basic validation rules such as item set rules and mandatory field validations are done during validation. Bidder can choose to go back and rework the bid at this stage, if required.

6.4 Bid signing

- (i) Each electronic bid is digitally signed. The server also obtains a digitally signed time stamp for each envelope that can be verified at any later date. Bidders can generate and print proof of Bid submission with time stamping.
- (ii) The System does not allow the process to be carried out before or after the designated time in tender schedule. Bidder can rework on its bid till the last date of bidding. A bidder seeking to withdraw its bid should initiate the “re-submit” button.

6.5 EMD and Tender Document fees

Bids submitted with EMD and tender fees will only be considered for evaluation. The system will not permit submission of Bid without payment of complete fees.

7 Bid Opening

Unitech representative will undertake the bid opening. Bidder will be able to see the status of bid opened. Technical bids will be opened in the first instance. Upon completion of the technical evaluation, the bids will be marked as “qualified” or “not-qualified”. Financial bids of only such bidders, who qualify in the technical bid evaluation, will be opened.

8. Assistance to the Bidders (Help Desk):

E-mail: Support.tenders@unitechgroup.com

Contact No: 8010208825, 9356477055 & 9028672454 (Nextenders (India) Pvt. Ltd.) Queries related with e-Tendering only

Support Timings: Monday to Friday- 09.00 A.M. to 08.00 P.M.
Saturday- 10.00 A.M. to 04.30 P.M.

Important Note:-

All queries would require to be registered at our official email- support.tenders@unitechgroup.com for on-time support. (Only those queries which are sent through email along with appropriate screenshots or error description will be considered as registered with the Help-desk). Contact our helpdesk on or before prior to 4 hours of the scheduled closing date & time of respective Tender event.

Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://etenders.unitechgroup.com>. For help manual please refer to the ‘Home Page’ of the eTendering portal <https://etenders.unitechgroup.com>, and click on the available link ‘How to...?’ to download the file.

Annexure - IV

Check-list - documents to be submitted along with the bid

(All documents mentioned in the Check-list are to be uploaded as a part of the Technical Bid)

Sr. No.	Description	Reference from Tender	Bucket (Size not exceeding 20MB for each bucket)	Submission Compliance (Yes / No)
1	If EMD submitted as BG, Upload scanned copy of Bank Guarantee	As per Form No. VI (Section 4)	Bucket-1	
2	General Details	Annexure-I		
3	Unconditional Letter of Acceptance of Tender Conditions (in original) on the Letter Head of the Applicant/ Bidder.	Section-4		
4	Integrity pact	Annexure-II		
5	Details of Work Experience Certificates	Form-A		
6	Details of Similar Works	Form-B		
7	Financial Details	Form-C		
8	TDS details for Private Sector Projects	Form-D		
9	Documents regarding Net Worth of the Company/ Firm.	2.2(II) & 14(XI) of NIT		
10	Self-certified copy of Bank Solvency Certificate	Form-E		
11	Audited summarised Balance Sheet (Last 3 years)	2.2 (ii) Note B of NIT		
12	Audited summarised Profit & Loss Account (Last 3 years)	2.2 (ii) Note B & Para 10 of NIT		
13	General Information	Form-F		
14	Work Experience Certificates consisting of details	Form-G	Bucket-2	
15	Affidavit duly notarized by Notary Public on Non-Judicial Stamp Paper of Rs. 100/- for correctness of Documents /Information	Form-H		
16	Power of Attorney in the name of the person authorized for signing/ submitting the tender	14(XV) of NIT		
17	E-payment Transaction details towards cost of e-tender processing fee.	6.5 of Annexure-3/ 14(ii) & (xvi) of NIT		
18	Registration Details of the bidder in the GST Act	Form-I		
19	Valid GST registration/ EPF registration/ PAN No.	14 (xvii) of NIT & Note -2 of NIT		

Sr. No.	Description	Reference from Tender	Bucket (Size not exceeding 20MB for each bucket)	Submission Compliance (Yes / No)
20	All pages of the entire Corrigendum/ Addenda (if any) duly signed and stamped by the authorized representative of the tenderer	14(xviii) of NIT	Bucket-3	
21	Project Execution Plan	18 of GCC	Bucket-4 (It is not mandatory to submit these documents.)	
22	Overall Project Schedule (Resource loaded- Level 3) along with Critical Path	18 of GCC		
23	Progress 'S' Curves	17.2(IV) of GCC		
24	Manpower and Machinery Deployment	33 of GCC		
25	Details of Software's to be used for planning, material control etc.	17.2(iv)		
26	Any other relevant documents the tenderer wishes to submit to support the bid.	-		
26 (I)	Declaration By the Bidder Regarding Bidding Document	As per Form No. I (Section 4)	Bucket-5	
26(II)	Letter of Waiver	As per Form No. II (Section 4)		
26(III)	Undertaking For Non-Engagement of Child Labour	As per Form No. III (Section 4)		
26(IV)	Affidavit disclosing therein that no criminal case against him/ company, in relation to his normal course of business, is pending at any level including any inquiry by the Central Bureau of Investigation (CBI)/ Enforcement Directorate (ED).	NIT- Sr.No.- 14 (XX)		

Signatures of the Bidders

(Name of the Signatory_____)

Place:

Date:

Tender for _____

Mandatory Information Documents

Details of Work Experience Certificates

Sr. No.		1	2	3	4
1.	Name of Work and its Location				
2.	Name of Employer				
3.	Date & Reference No. of Completion Certificate				
4.	Date of Start				
5.	Date of Planned Completion				
6.	Date of Actual Completion				
7.	Awarded cost of Work (Exc. Tax)				
8.	Cost of Work on Completion (Exc. Tax)				
9.	Value of Tax (as considered in the Completion Certificate)				
10.	Reference and page No. of documentary proof of the detail missing in the Completion Certificate				

1. Certified that the Completion Certificates of above works are enclosed with the Tender Documents;
2. Details mentioned in the above Form are as per Completion Certificates and have not been presumed.

Note: If any detail is not mentioned in the Completion Certificate, documentary proof of details like drawings, LoA, BoQ, Completion Certificate/ Occupation Certificate, copy of final bill, etc. is to be submitted and uploaded on e-Tender Website along with the Completion Certificate.

Signature of the Bidder with Seal.

Tender for _____

Mandatory Information Documents**Details of Similar Works**

Sr. No.		1	2	3	4
1.	Name of Work for which Experience Certificate has been submitted				
2.	Name of Employer				
3.	Date & Reference No. of Completion Certificate				
4.	Type of Work				
5.	No. of Basements				
6.	No. of Storeys				
7.	Height of Building (From GF level to Terrace Floor level)				
8.	Reference and page No. of documentary proof of the detail missing in the Completion Certificate				
9.	Any Other				

If any detail is not mentioned in the Work Completion Certificate, documentary proof of detail is to be submitted and uploaded on e-Tender Website along with the Completion Certificate.

Signature of the Bidder with Seal.

Tender for _____

Mandatory Financial Documents

Sr. No.	Description	1 st Year (Rs. in Lakh)	2 nd Year (Rs. in Lakh)	3 rd Year (Rs. in Lakh)
		(A)	(B)	(C)
(i)	Profit/ Loss			
(ii)	Gross Annual Turnover of previous 3 financial years ending as on the last date of the preceding Financial Year			
(iii)	Average Annual Turnover for previous 3 Financial Years (Rs. in Lakh) = $(A+B+C)/3$			
(iv)	Net Worth (Paid-up Capital + Reserves) on the last date of the previous Financial Year			
(v)	Bank Solvency amount as mentioned in the bank Solvency Certificate			

Note: This Form-C is to be submitted in Original

1. Summarised page of Audited Profit & Loss Account of previous 03 Financial Years duly certified by the Chartered Accountant/ Statutory Auditor, has been submitted.
2. Summarised page of Audited Balance Sheet of last Financial Year (ending on the last day of the preceding Financial Year) duly certified by the Chartered Accountant/ Statutory Auditor, has been submitted.

Signature of Chartered Accountant/ Statutory Auditor with Membership Number and Seal	Signature of the Bidder along with the Seal

TDS details of Private Sector Projects

Sr. No.	Subject	1	2	3
(i)	Name of Work			
(ii)	Name of Employer			
(iii)	Project Cost (Rs. in Cr.)			
(iv)	No. and date of Completion Certificate			
(v)	Cost of the Work on Completion (Rs. in Cr.)			
(vi)	Payments received as per TDS (Rs. in Cr.)			
(vii)	TDS corresponding to the Payments			
(viii)	Year-wise TDS as per Form 26AS/ Form 16-A relating to the Work			

Notes:

1. Value of work done will be considered commensurate with the value of TDS Certificates.
2. In case of multiple contracts undertaken from a Employer, details of TDS/ Form 26AS for each work mentioned above need to be segregated and given separately.
3. This Form needs to be supported with Form -26AS taken in HTML format on Form – 16A

Signature of Chartered Accountant/ Statutory Auditor with Membership Number and Seal	Signature of the Bidder along with the Seal

Dispatch number of bank/ Date

Solvency certificate on Letter-head of the Bank

1. This is to state that to the best of our knowledge and information that M/s _____ having/ registered office address
..... is a customer of the bank and has been maintaining his accounts with our branch since _____. As per records available with the bank, M/s..... can be treated as solvent up to a limit of Rs(Rupees in words).
2. It is clarified that the above information is furnished and this certificate is being issued at the specific request of the customer.

Name, designation, Signature with seal

General Information

1.	Name of Applicant/ Company	
2.	Address for correspondence	
3.	Official e-mail for communication	
4.	Contact Person: Telephone Nos. Fax Nos. Mobile	
5.	Type of Organization: (a) An individual (b) A proprietary firm (c) A firm in partnership (Attach copy of Partnership) (d) A Limited Company (e) (Attach copy of Article of Association) (f) Any other (mention the type)	
6.	Place and Year of Incorporation	
7.	Name(s) of Directors/ Partners in the organization	
8.	Name(s) and Designation of the persons, who is authorized to deal with Employer (Attach copy of power of Attorney)	
9.	Bank Details: Name of Bank, Address of Bank Branch, Account No., RTGS, IFS Code	

Signature of the Bidder with Seal
Form G

Work Experience Certificate

Name of Employer with Address, Email & Phone Number

Dispatch No. _____

Date: _____

Name of Contractor _____

Sr. No.	Subject	Description			
1.	Name of work / project & Location				
2.	Name and Address of the Employers				
3.	Agreement Amount				
4.	Cost of work on completion				
5.	Date of start				
6.	Stipulated date of completion				
7.	Actual date of completion				
8.	Amount of Penalty levied for delayed completion (if any).				
9.	Type of Work: Residential/ Non-Residential Building				
10.	No. of Basements in any Building of this work				
11.	Maximum Height of any Building of this work (From Ground Floor Level to Terrace Floor Level)				
12.	Maximum No. of storeys of any Building of this work				
13.	Performance report	Outstanding	Very Good	Good	Poor
(a)	Quality of work				
(b)	Resourcefulness				
(c)	Financial soundness				
(d)	Technical proficiency				
(e)	General behaviour				

Name & Designation Signature with
Seal of issuing Authority

Date: _____

AFFIDAVIT

(To be submitted by bidder on non-judicial stamp paper of Rs.100/ (Rupees Hundred only) duly attested by Notary Public)

Affidavit of Mr. _____ S/oR/o

I, the deponent above named do hereby solemnly affirm and declare as under:

1. That I am the Proprietor/Authorized signatory of M/s.....having its Head Office/Regd. Office at
2. That the information/ documents/Experience certificates submitted by M/s..... along with the tender for (*Name of work*)to M/s(*Hereinafter referred to as the Employer*) are genuine and true and nothing has been concealed.
3. I shall have no objection in case the Employer verifies them from issuing authority(ies). I shall also have no objection in providing the original document(s) in case the Employer demands so for verification.
4. I hereby confirm that in case, any document, information &/or certificate submitted by me found to be incorrect/ false/ fabricated, the Employer at its discretion may disqualify / reject / terminate the bid/contract and forfeit the EMD/ All dues.
5. I shall have no objection in case the Employer verifies any or all Bank Guarantee(s) under any of the clause(s) of Contract including those issued towards EMD and Performance Guarantee from the Zonal/ Branch office of issuing Bank and I/We shall have no right or claim on my submitted EMD before the Employer receives said verification.
6. That the Bank Guarantee issued against the EMD issued by (name and address of the Bank) is genuine and if found at any stage to be incorrect / false / fabricated, M/s The Employer shall reject my bid, cancel pre-qualification, and debar me from participating in any future tender.
7. I hereby confirm that our firm /company is not blacklisted/ barred /banned from tendering by M/s The Employer If this information is found incorrect, the Employer at its discretion may disqualify / reject / terminate the bid/contract.
8. The person who has signed the tender documents is our authorized representative. The Company is responsible for all of his acts and omissions in the tender.

I,, the Proprietor / Authorized signatory of do hereby confirm that the contents of the above Affidavit are true to my knowledge, and nothing has been concealed there from and that no part of it is false.

DEPONENT

Verified atthis.....day of

ATTESTED BY (NOTARY PUBLIC)

Form - I

GST Registration Details of Contractor/ Vendor	
Name	
Address (As per registration with GST)	
City	
Postal Code	
Region/ State (Complete State Name)	
Permanent Account Number	
GSTIN ID/ Provisional ID No.: (Copy of Acknowledgement required)	
Type of Business (As per registration with GST)	
Service Accounting Code/HSN Code:	
Contact Person	
Phone Number and Mobile Number	
Email ID	
Compliance Rating (if updated by GSTN)	

Signature of Bidder with Seal

SECTION-3

General Conditions of Contract

1.0 Definitions

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

- (a) **Approval** means approval of the Engineer in Charge/Employer, as the case may be, in writing including subsequent written confirmation of previous verbal approval, if any.
- (b) **Authorized Representative of Employer** means the person designated by the Employer/ TPIA and/ or the PMC and shall include their authorized nominee(s) or agent(s).
- (c) **Bill of Quantities or Schedule of Quantities** means the priced complete bill of quantities or schedule of quantities forming part of the complete bill of tender/ tender document.
- (d) **Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the Unitech Group Company and the Contractor, together with the documents referred to therein including these conditions, specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- (e) **Contractor** means the individual, firm, or company, whether incorporated or not, undertaking the works and shall include the legally authorized personnel and representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- (f) **Contract Value** means the sum for which the tender is accepted as per the letter of Award.
- (g) **Drawings** mean the drawings referred to in the contract document including modifications, if any, and such other drawings as may from time to time be furnished and/ or approved by Engineer-in-charge/PMC.
- (h) **Date of Commencement of Work:** The date of commencement of contract shall be reckoned from the 15th day after the date of issue of Letter of Award.
- (i) **Employer** means Unitech Limited, the holding Company or any of its subsidiaries/ JV/ affiliate, with its corporate office at 8/13th Floor, Tower-B, Signature Towers, South City-1, Gurugram-122007, Haryana.
- (j) **Engineer-in-Charge** shall mean the Authorized representative of the Employer.
- (k) **Excepted Risks** are risks due to riots (other than those among Contractor's employees), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurgency, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, pandemic and other

causes over which the Contractor has no control and accepted as such by the Employer or causes solely due to use or occupation by Government/ Employer of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Employer's faulty design of works.

- (l) **Language:** All documents and correspondence in respect of this contract shall be in English Language.
- (m) **Letter of Award (LoA)** shall mean Employer's notification letter conveying its acceptance of the tender along with the conditions stated therein.
- (n) **Market Rate** shall be the rate as decided by the Engineer-in-Charge on the basis of the prevailing cost of materials and labour at the site of work where the work is to be executed plus 15% (Fifteen per cent) to cover all overheads and profits of the Contractor.
- (o) **Month** means English Calendar month, 'Day' means a Calendar Day of 24 Hrs each.
- (p) **PMC** means the Project Management Consultancy agency appointed by the Employer for the works, its Authorized Representatives, Agents, Successors, Beneficiaries, and Legal Heirs.
- (q) **Site** means the land and other places on, under, in or through which the works are to be executed or carried out and any other lands or places provided by the Employer or used for the purpose of the contract.
- (r) **Tender or Bid** means the tender submitted by the bidder for acceptance by the Employer.
- (s) **TPIA** means Third Party Inspection & Monitoring Agency i.e. M/s Engineers India Limited,. Appointed by the Employer for Inspection, Monitoring, Audit & Quality Control of the works.
- (t) **Writing** means any manuscript type-written or printed statement under or over signature and/or seal of the concerned, as the case may be.
- (u) **Work or Works** shall, unless there be something in the subject or either context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.

Notes:

- (v) Headings in the clauses/conditions of tender documents are for convenience only and shall not be used for interpretation of the clause/condition.
- (ii) Words imparting the singular meaning only also include the plurals and vice versa where the context requires. Words imparting persons or parties shall include firms and corporations and organizations having legal capacities.

2.0 Performance Guarantee

- (i) Within 15 (Fifteen) days from the date of issue of Letter of Award (LoA), the Contractor shall submit an irrevocable Performance Guarantee (as per Form No. VII, Section 4) of 3% (Three per cent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement (notwithstanding and/or without prejudice to any other provisions in the contract). The Performance Guarantee shall be initially valid up to the stipulated date of completion of work plus 60 days. In case the time for completion of works gets extended, the Contractor shall get the validity of Performance Guarantee extended up to such extent to cover such extended time for completion of work + 60 days. The performance guarantee shall be returned to the Contractor/ discharged, without any interest thereon, after issue of the Completion Certificate for the work by the Engineer-in-Charge.
- (ii) The Employer reserves the right to ask for Additional Performance Guarantee where the quoted rates are found to be lower by 15% as compared with the rates indicated in the NIT.
- (iii) The Engineer-in-Charge shall make a claim under the performance guarantee except for amounts to which the Engineer-in-Charge is entitled under the contract (notwithstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
 - (a) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which case the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
 - (b) Failure by the Contractor to pay any amount due, either as agreed by the Contractor or determined under any of the Clauses/ Conditions of the agreement, within 30 days of the service of notice to this effect by the Engineer-in-Charge.
 - (c) In the event of the contract being determined or rescinded under provisions of any of the Clauses/ Conditions of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of Engineer-in-Charge.

3.0 Security Deposit/ Retention Money

- 3.1** At the time of making payment to contractor towards each running and final bill for the work done under the contract, the Contractor shall permit the Engineer-in-Charge to deduct a sum at the rate of 5% (five per cent) of the gross amount of bill till the sum deducted will amount to security deposit of 5% (five per cent) of the tendered value of the work. Such deductions will be made and held by the Engineer-in-Charge by way of Security Deposit unless the Contractor has deposited the amount of Security at the rate mentioned above in cash or in the form of a Bank Guarantee. At any event, if the Bank Guarantee is to be revoked by Engineer-in-Charge, and the Bank is unable to make payment against the said bank guarantee, the loss caused thereby shall fall on the Contractor and the Contractor shall forthwith, on demand,

furnish additional security to the Engineer-in-Charge to make good the deficit.

- 3.2** All Compensation or other sums of money payable by the Contractor under the terms of this contract may be deducted from, or paid by adjustment of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the Contractor by Engineer-in-Charge on any account whatsoever. In the event of his Security Deposit being reduced by reason of any such deductions or adjustment as aforesaid, the Contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by any Scheduled Bank or Government Securities (if deposited for more than 12 months) endorsed in favour of the Employer, any sum or sums which may have been deducted from, or raised by adjustment of his security deposit or any part thereof.

3.3 Release of Security Deposit

5% Security Money will be released as per following –

- (a) 25% of the Retention Money/ Security Deposit will be released after 01 year from the date of issue of Completion Certificate subject to the condition that any defects observed during this period are duly rectified/ repaired by the Contractor at his cost to the satisfaction of the Engineer-in-Charge;
- (b) Another 50% of the Retention Money/ Security Deposit will be released after completion of two years from the date of issue of Completion Certificate subject to the condition that any defects observed during this period are duly rectified/ repaired by the Contractor at his cost to the satisfaction of the Engineer-in-Charge;
- (c) The balance 25% of the Retention Money/ Security Deposit will be released after the Defect Liability Period of 5 years from the date of issue of Completion Certificate subject to the condition that any defects observed during this period are duly rectified/ repaired by the Contractor at his cost to the satisfaction of the Engineer-in-Charge;
- (d) If any defect arises within defect liability period, it is the contractor's sole responsibility to rectify the same at his cost once communicated by the Engineer-in-Charge in writing as per Clause 42 & 82 below. In case the contractor fails to rectify the same, then such defect(s) will be got rectified/ repaired by the Employer through any other agency at contractor's risk and cost. The cost will be deducted from the security deposit retained towards such defect liability period.
- (e) The Contractor may, if he so wishes, get his Security Deposit/ Retention Money released from the Employer and replace the same with Bank Guarantees, valid for a period of one year +60 days (25% of the Retention Money), 50% after two years +60 days and the balance 25% after five years +60 days respectively.

4.0 Mobilization Advance

- 4.1** Mobilization advance up to 5% of the contract value, bearing a simple interest rate of 9% per annum, shall be paid to the Contractor, if requested by him on submission of irrevocable Bank Guarantee (as per Form VIII of Section 4) of an amount equivalent

to 110% of the respective instalment of mobilization advance, valid for the entire contract period from a Scheduled Bank in the enclosed Performa.

4.2 The mobilization advance, if requested, shall be paid in three instalments as follows:

- (i) First Instalment of Twenty per cent (20%) of the total mobilization advance shall be paid after:
 - (a) Initial mobilisation at the project site;
 - (b) Submission of bank guarantee in approved Performa (annexed under Forms and Formats).

This instalment shall be paid if the request is made by the Contractor within 30 days from date of issue of LOA/LOI.

- (ii) Second instalment of Forty per cent (40%) of total mobilization advance shall be paid after the Contractor has constructed Site Office, storage shed, fabrication yard, site laboratory, etc. and has physically mobilized plant and machinery, scaffolding & shuttering materials etc. at site and is ready to start the work to the entire satisfaction of Engineer-in-Charge and commenced the work at site.

The above instalment will be released subject to the actions at sub-para (ii) above are performed by the Contractor within 60 days of signing the contract and/or 90 days from the date of issue of LOA/LOI, whichever is earlier.

- (iii) The Balance Forty per cent (40%) of mobilization advance shall be paid to the Contractor on submission of Utilization Certificate (For this contract only) of 60% of the mobilization advance for the already paid to him.

4.3 The mobilization advance, including the accrued interest, shall be recovered from each running account bill of the Contractor in such a manner that the total Mobilization Advance is recovered when 85% of the contract value gets paid to the contractor.

4.4 The Contractor can submit a single bank guarantee for the entire mobilisation amount or submit the bank guarantees in parts against the mobilization advances in the proposed numbers of recovery instalments equivalent to the amount of each instalment as per Clause 4.1 and 4.2 above. The bank guarantee submitted by Contractor against mobilization advance shall initially be valid for the entire contract period and shall be kept renewed from time to time to cover the balance amount arrived by deducting the amount already recovered along with the accrued interest till such time.

5.0 Secured Advance

- (i) Interest-free secured advance will be payable to the Contractor up to a maximum of 60% (sixty per cent) in respect of purchase of material required for incorporation in the permanent works and brought to site on production of the Tax Invoice against which the Secured Advance is being sought subject to approval by the Engineer-in-charge. This secured advance will be tenable only for non-perishable material/s brought to site after due verification by the Engineer-in-Charge for quality, quantity requirements on site and value

as described above. The advance will be paid only on submission of Indemnity Bond in the prescribed Performa (As per Form XII, Section 4).

- (ii) The Contractor shall construct suitable Go-down/ warehouse at the site of work for safe storage of the materials against any possible damages due to sun, rain, dampness, fire, theft etc. at his own cost. He shall also employ necessary watch & ward establishment for the purpose at his risk and costs. No claims extra charges on account of safe keeping, pilferage or loss for any reason whatsoever will be tenable or entertained by the Employer.
- (iii) Such secured advance shall not be payable on other items of perishable nature, fragile and combustible. No secured advance shall be paid on high-risk materials such as glass, sand, petrol, diesel etc.

5.1 Recovery of Secured Advance

When materials on account of which an advance has been paid under clause 5.0, are incorporated in the work, the amount of such advance shall be recovered from the next payment to be made to the Contractor under any of the clauses of this contract.

If there is any inordinate and inexcusable delay in incorporation of the goods and materials for which the Secured Advance is provided in the permanent work, the Engineer in Charge may levy interest @ 12% on the value of unutilized goods and materials from the date on which such goods and materials were scheduled to be incorporated in the work as per the work completion schedule till the date on which goods and materials are incorporated in the work.

6.0 Deviations/ Variations Extent and Pricing

The Engineer-in-Charge shall have the power to (i) make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the Contractor shall be bound to carry out the works in accordance with any instructions given to him in writing by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which is instructed, the contractor shall be bound to carry out the works on the same conditions in all respects including the price on which he agreed to do the main work except as hereafter provided in Clause 6.1 and 6.2 below.

The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be suitably extended, if requested by the Contractor. Such extension in time on account of additional work shall be proportionate to the value of additional work.

6.1 Deviations, Extra Items & Pricing

- (i) In the case of extra item(s) (items that are completely new and are in addition to the items contained in the contract), the Contractor may within 15 days of receipt of order or occurrence of the item(s) submit the rates as per the relevant DSR/DAR supported by proper analysis which shall include detailed CPWD specifications for

the work. The Engineer-in-Charge shall, within prescribed time limit of 90 days of the date from the receipt of the claims supported by analysis, determine the rates based on the contractor submission, and the Contractor shall be paid in accordance with the rates so determined. In case the Contractor fails to claim such scheduled item rate claim within the prescribed time of 15 days, the rate approved later by the Engineer-in-Charge shall be binding on the Contractor.

- (ii) In the case of extra item(s) (items that are completely new, not a part of the DSR and are in addition to the items contained in the contract), the Contractor may within 15 days of receipt of order or occurrence of the item(s) submit the rates as per the relevant market rate claim rates, supported by proper analysis based on relevant available costs in the DAR which shall include invoices, vouchers etc. and manufacturer's specifications for the work. The Engineer-in-Charge shall, within prescribed time limit of 90 days of the date from the receipt of the claims supported by analysis, determine the rates on the basis of the market rates after giving consideration to the analysis of the rates submitted by the Contractor, and the Contractor shall be paid in accordance with the rates so determined. In case the Contractor fails to claim such market rate claim within the prescribed time of 15 days, the rate approved later by the Engineer-in-Charge shall be binding on the Contractor.
- (iii) In the case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall also be determined based on the substituted item being a scheduled item of Schedule A or Schedule B in the manner as mentioned in the following para:
 - (a) For Schedule B item, If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted), the rate payable to the Contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted)
 - (b) For Schedule B item, If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the Contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).
 - (c) For Schedule A item, if the scheduled/DSR/DAR rate for the substituted item so determined is less than the rate of the agreement item (to be substituted), the rate payable to the Contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the DAR/DSR rates (as prevalent on the day of receiving the bid) of substituted item and the agreement item (to be substituted).
 - (d) For Schedule A item, if the scheduled/DSR/DAR rate for the substituted item so determined is more than the rate of the agreement item (to be substituted), the rate payable to the Contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference

between the DAR/DSR rates (as prevalent on the day of receiving the bid) of substituted item and the agreement item (to be substituted).

The Engineer-in-Charge shall, within prescribed time limit of 90 days from the date of the receipt of the claims **for the substituted item mentioned at Clause 6.1 (iii) (a), (b), (c) & (d) above**, supported by analysis, determine the rates based on the contractor submission, and the Contractor shall be paid in accordance with the rates so determined. In case the Contractor fails to claim such rates for the substituted item within the prescribed time of 15 days, the rate approved later by the Engineer-in-Charge shall be binding on the Contractor.

- (iv) Market rates, in case not available in the DAR/DSR, are to be determined as per various sub-clauses under clause 6.0 and shall be based on prevailing rates of materials excluding GST unless mentioned otherwise, relevant authority rate for labour, market rates of T&P etc. plus 15% towards Contractor's overheads and profits.

6.2 Deviation, Deviated Quantities & Pricing

- (i) In the case of contract items, substituted items, contract-cum-substituted items, which exceed the limits laid down in General details (Annexure-I) are scheduled rates (Schedule A) or have been derived from Scheduled rates based on DSR/DAR, the Contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis for the work in excess of the above-mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the latest DSR along with its associated latest cost index adjustments (if any) as published by CPWD for the DSR, till the date of receipt of the claim, by the contractor, post adjusting the (below/above/at par percentage quoted by the contractor in his financial bid for Schedule A rates). The Engineer-in-Charge shall within prescribed time limit of 90 days from the date of receipt of the claims supported by analysis, after considering the analysis of the rates submitted by the Contractor, determine the rates on the basis of the DSR/DAR/Cost Index and the Contractor price bid shall be paid in accordance with the rates so determined. In case the Contractor fails to claim such market rate claim within the prescribed time of 15 days, the rate approved later by the Engineer-in-Charge shall be binding on the Contractor.
- (ii) In the case of contract items, substituted items, contract-cum-substituted items, which exceed the limits laid down in General details (Annexure-I) are NOT scheduled rates (Schedule A) or have not been derived from Scheduled rates based on DSR/DAR, the Contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis for the work in excess of the above-mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities. The Engineer-in-Charge shall within prescribed time limit of 90 days from the date of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the Contractor, determine the rates on the basis of the market rates (as per invoice, vouchers from the manufacturers or suppliers submitted by the agency and duly verified by Engineer-in-Charge or his representative) and the Contractor shall be paid in accordance with the rates so determined. In case the Contractor fails to claim such market rate claim within the prescribed time of 15 days, the rate approved later by the Engineer-in-Charge shall be binding on the Contractor.

- (iii) For the purpose of operation/ Accounting of quantities in deviation, the following works shall be treated as works relating to foundation unless & otherwise defined in the contract -
- (a) For Buildings: All works up to 1.2 meter above ground level or up to floor 1 level, whichever is lower.
 - (b) For abutments, piers and well staining: All works up to 1.2 meter above the bed level.
 - (c) For retaining walls, wing walls, compound walls, chimneys, overhead reservoirs/ tanks and other elevated structures - All works up to 1.2 meter above the ground level.
 - (d) For reservoirs/ tanks (other than overhead reservoirs/tanks) - All works up to 1.2 meter above the ground level.
 - (e) For basement - All works up to 1.2 meter above ground level or up to floor 1 level, whichever is lower.
 - (f) For Roads, all items of excavation and filling including treatment of sub-base.
- (iv) Any operation incidental to or necessary for proper execution of the item included in the Schedule of Quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations and such claims will be rejected as submissions for deviations, deviated quantities and pricing and not be treated tenable under this clause.

7.0 Escalation (Cement, Reinforcement & Structural Steel only)

7.1 Payment due to variation in prices of materials after receipt of tender:

- (i) If after submission of the tender, the price of materials increases/ decreases beyond the base price(s) for the work as mentioned in the contract, then the amount of the contract shall be accordingly varied.

Provided that any such variations shall be effected for the stipulated period of Contract including the justified extended period under the provisions of Clause 17 of the Contract without any action under Clause 8. .

- (ii) However, for work done during the justified extended period, it will be limited to the indices prevailing at the time of updated stipulated date of completion considering the effect of extra work (extra time to be calculated on pro-rata basis only as cost of extra work x stipulated period/tendered cost). If updated stipulated date of completion as calculated on pro- rata basis does not cover a full calendar month, then indices will be considered or restricted to the previous month.
- (iii) The increase/ decrease in prices of cement, steel reinforcement and structural steel shall be determined by the Price indices issued by the Director General, CPWD. Base price for cement, steel reinforcement and structural steel shall be as issued under the authority of Director General CPWD applicable for the NCR i.e. Delhi including Noida, Gurgaon, Faridabad & Ghaziabad and for other places as issued under the authority of Zonal Chief Engineer, CPWD.

- (iv) The amount of the contract shall accordingly be varied for all such materials and will be worked out as per the formula given below for individual material: -

Adjustment for component of individual material -

$$V = P \times Q \times (CI - CI_0) / CI_0$$

Where,

V = Variation in material cost i.e. increase or decrease in the amount of rupees to be paid or recovered.

P = Base Price of material as mentioned in the contract

Q = Quantity of material brought at site for bona-fide use in the works since previous bill excluding any such quantity consumed in the deviated quantity of items beyond deviation limit and extra /substituted item, paid/to be paid at rates derived on the basis of market rate under clause 6.2.

CI₀ = Price index for cement, steel reinforcement bars, structural steel as issued by DG, CPWD and corresponding to the time of base price of respective material.

CI = Price index for cement, steel reinforcement bars, structural steel as issued under the authority of DG, CPWD for period under consideration.

Notes:

- (i) In respect of the justified extended period under the provisions of clause 17 of the contract, without any action under clause 8, the index prevailing at the time of updated stipulated date of completion considering the effect of extra work (extra time to be calculated on pro-rata basis only as cost of extra work x stipulated period/ tendered cost) shall be considered.
- (ii) If updated stipulated date of completion, as calculated on pro- rata basis, does not cover full calendar month then the indices will be considered or restricted to the previous month.
- (iii) If during progress of work or at the time of completion of work, it is noticed that any material brought at site is in excess of requirement, then the amount of escalation, if paid earlier on such excess quantity of material, shall be recovered on the basis of cost indices as applied at the time of payment of escalation or as prevailing at the time of effecting recovery, whichever is higher.
- (iv) Cement, wherever mentioned in this clause, also includes Cement component used in RMC brought at site from the outside approved RMC plants, if any.
- (v) The date-wise record of ready-mix concrete shall be kept in a register and the cement consumption for the same shall be calculated accordingly.
- (vi) If built-up steel items are brought at site from workshop, then the variation shall be paid for the structural steel up to the period when the built-up item/ finished product is brought at site or as applicable on the date of purchase of such material based on the invoice, whichever is lower.

8.0 Compensation for Delay

- (i) If the Contractor fails (a) to maintain the required progress in terms of clause 17, or (b) to complete the work and clear the site on or before the stipulated date of completion of contract or justified extended date of completion as well as any extension granted under any other clause, he shall, without prejudice to any other right or remedy available under the law to the Employer on account of such breach, pay as Penalty the amount calculated at the rates stipulated in sub para (ii) below.

- (ii) Compensation for delay of work - With maximum rate @ 0.5% (zero point five per cent) per week of delay to be computed on per day basis.

Provided always that the total amount of Penalty for delay to be levied under this condition shall not exceed 10 % (ten per cent) of accepted tendered value.

- (iii) In case, penalty for delay has not been decided/ not communicated to the contractor by the Engineer-in-Charge during the progress of work, it shall not be treated as a deemed waiver of right to levy penalty by Engineer-in-Charge if the work remains incomplete on the actual date of completion or the final justified extended date of completion.

9.0 Action in case work is not done as per Specifications

- (i) All works under or in the course of execution or executed in pursuance of the contract, shall at all times be open and accessible to inspection and supervision of the Engineer-in-charge, his authorized subordinates, and all the superior officers, officer of the Third Party Inspection and Monitoring Agency (TPIA) of the Employer or any organization engaged by the Employer for Monitoring and Quality Assurance, during the usual working hours and at all other times for which reasonable notice of the visit of such officers will be communicated to the Contractor in writing by the Engineer-in-charge/ Employer/ PMC. Orders given to the Contractor's authorised representative shall be considered to have the same force as if they had been given to the Contractor himself.
- (ii) If it shall appear to the Engineer-in-charge or the PMC and/or his authorized subordinates or to the officer of the TPIA or his subordinate officers that –
- (a) Any work has been executed with unsound, imperfect, or unskillful workmanship; or
 - (b) With materials or articles provided by him for the execution of work are unsound or of a quality inferior to that contracted; or
 - (c) Otherwise not in accordance with the contract;

the Contractor shall, on demand in writing, which shall be made within twelve months of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for, forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other approved proper and suitable materials or articles at his own risk, charge and cost

including the cost of suitable barricading around the work front as directed by the engineer in charge.

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

10.0 Action in case of Bad Work

- (i) If it shall appear to the Employer/ Engineer-in-Charge or his authorized representative or to any other inspecting agency, that any work has been executed with unsound, imperfect, or unskilful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution are unsound or of a quality inferior to that contracted for or of the works are otherwise not in accordance with the contract, the Contractor shall on demand in writing, which shall be made within twelve months of the completion of the work, from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, Certified and paid for, forthwith rectify or remove and reconstruct the work so specified in whole or in part as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost.
- (ii) In the event of the Contractor failing to do so within a period to be specified by the Engineer-in-Charge in his demand aforesaid, while the Contractor failure to do so shall continue, the Engineer-in-Charge may rectify or remove and re-execute the work or remove and replace with others, the material or articles complained of, as the case may be, at the risk and cost of the Contractor in all respects.

11.0 Non-Waiver:

Failure of Engineer-in-Charge to insist upon strict performance of any of the terms & conditions hereof, or failure or delay to exercise any rights or remedies provided herein or by law or failure to properly notify the Contractor in the event of breach or the acceptance of or payment for any services hereunder or approval of interim reports, shall not release the Contractor of any of the warranties or obligations of this order and shall not be deemed a waiver of any right of Engineer-in-Charge/ Employer/ PMC/ TPIA to insist upon strict performance hereof or of any of its rights or remedies as to any such services regardless when received or accepted, nor shall any purported oral modification or rescission of this Order by Engineer-in-Charge operate as a waiver of the terms hereof.

12.0 Cancellation/ Determination of Contract in Full or Part

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

- (i) If the Contractor having been given a notice in writing by the Engineer-in-Charge to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or in a manner of unacceptable and poor workmanship, does not comply with the requirement of such notice for a period of 15 days thereafter; or
- (ii) If the Contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the scheduled date for completion and continues to do so after a notice in writing of 15 days from the Engineer-in-Charge; or
- (iii) If the Contractor fails to complete the work within the stipulated date or items of work/ achieve the milestones with individual dates of completion, if any stipulated, on or before the stipulated date; and does not complete them within the period specified in a notice given in writing by the Engineer-in-Charge; or
- (iv) If the Contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 15 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge; or
- (v) If the Contractor shall offer or give or agree to give to any person in Employer's/ PMC/ TPIA service or to any other person on his behalf, any gift or consideration or make a promise of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this or any other contract for the Employer/ PMC/ TPIA; or
- (vi) If the Contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency law for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport to do so, or if any application be made under any Insolvency law for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors;

- (vii) If the Contractor, being a company, shall pass a resolution or the Court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the Court or the creditor to appoint a receiver or a manager or which entitle the Court to make a winding up order;
- (viii) If the Contractor assigns (excluding part(s) of work assigned to other agency(s) by the Contractor as per terms of contract), transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge with reference to the General Conditions of Contract.

12.2 When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge, without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter to the Employer/ PMC, by a notice in writing to cancel the contract as a whole or only such items of work in default from the contract, shall have the powers to:

- (i) Determine or rescind the contract as aforesaid in full or in part (of which termination or rescission notice in writing to the Contractor under the hand of the Engineer-in-Charge shall be conclusive evidence) and get the same executed at the risk & cost of the Contractor. Upon such determination or rescission, Security Deposit already recovered, Security deposit payable and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of Engineer-in-Charge and unused materials, construction plants, implements, temporary buildings, etc. shall be taken over by Engineer-in-Charge and shall be absolutely at the disposal of the Engineer-in-Charge.
- (ii) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof as shall be un-executed or delayed with reference to the General Conditions of Contract clause no. 24.0 and/ or relevant clause of Special Conditions of Contract, out of his hands and to give it to another contractor to complete.

Notes:

- (i) The Contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work including any new items needed to complete the work.
- (ii) In the event of the Engineer-in-Charge taking recourse to the above, the Contractor shall have no claim to Penalty for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account of or with a view to the execution of the work or the performance of the contract; and
- (iii) In case action is taken under any of the provisions aforesaid, the Contractor shall not be entitled to recover or be paid any sum for any work thereof or performed under this contract unless and until the Engineer-in-Charge has

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

- 12.3** Any sums in excess of the amounts due to Employer and unsold materials, constructional plant etc. shall be returned to the Contractor, provided always that if the cost or anticipated cost of completion of the works or part of the works by Employer/ PMC/ TPIA is less than the amount which the Contractor would have been paid if he had completed the works or part of the works, such benefit shall not accrue to the Contractor.
- 12.4** In the event of anyone or more of the above courses being adopted by the Engineer-in-Charge, the Contractor shall have no claim towards Penalty for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on such account or with a view to the execution of the work or the performance of the contract. In case action is taken under any of the aforesaid provisions, the Contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.
- 12.5** In case, the work cannot be started due to reasons not within the control of the Contractor within 1/8th of the stipulated time or two months for completion of work, whichever is lower, either party may close the contract by giving notice to the other party stating the reasons. In such an eventuality, the Performance Guarantee of the Contractor shall be refunded within following time limits:

(i)	If the Tendered value of work is up to Rs. 1.00 Crore	15 days
(ii)	If the Tendered value of work is more than Rs. 1 Crore and up to Rs. 10 Crore	21 days
(iii)	If the Tendered value of work exceeds Rs. 10 Crore	30 days

Neither party shall claim any compensation for such eventuality. This clause is not applicable for any breach of the contract by either party.

13.0 Contractor liable to pay Compensation even if action not taken under clause 12.0

In a case where any of the powers conferred upon the Engineer-in-Charge shall have become exercisable under the relevant clause of the Contract, and the same are not exercised, the non-exercise thereof shall not constitute an ipso facto waiver of any of the conditions hereof. Such powers shall be exercisable in the event of any future case of default by the Contractor and the liability of the Contractor for Penalty shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under any clause, he may, if he so decides, after giving a notice in writing to the Contractor, take possession of (or at the sole discretion of the Engineer-in-Charge, which shall be final and binding on the Contractor), use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the

execution of the work/ or any part thereof, paying or allowing for the same in account at the contract rates, or in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final and binding on the contractor and/or direct the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

14.0 Carrying out part work at the risk & cost of the Contractor

14.1 If the Contractor:

- (i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after receiving a notice in writing of 15 days in this respect from the Engineer-in-charge; or
- (ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 15 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or
- (iii) Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge;

The Engineer-in-Charge, without invoking action under clause 12.0 of the contract may, without prejudice to any other right or remedy against the Contractor, which have either accrued or accrue thereafter to Employer/PMC, by a notice in writing to take the part work/ part incomplete work of any item(s) out of his hands and shall have the powers to:

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

The Engineer-in-Charge shall determine the amount recoverable from the Contractor, if any, for completion of the part work/ part of any incomplete work and execute the same at the risk and cost of the Contractor. The liability of the Contractor on account of loss or damage suffered by the Employer because of action under this clause shall not exceed 10% of the tendered value of the work.

In determining the amount, credit shall be given to the Contractor for the value of work done in all respects in the same manner and at the same rate as if it had been carried out by the Contractor under the terms of his contract, the value of Contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the Contractor. The certificate of the Engineer-in-Charge as to the value of work done shall be final and binding on the Contractor

provided that action under this clause shall be taken only after giving notice in writing to the Contractor. Provided also that if the expenses incurred by the Employer are less than the amount payable to the Contractor at his agreement rates, the difference shall not be payable to the Contractor.

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

If the Contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the Contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the Contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered from the Contractor in accordance with the provisions of the contract.

In the event of above course being taken by the Engineer-in-Charge, the Contractor shall have no claim to compensation for any loss suffered by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

15.0 Suspension of Works

- (i) The Contractor shall, on receipt of the order in writing of the Engineer-in-charge (whose decision shall be final and binding on the Contractor), suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-charge may consider necessary for any of the following reasons:
 - (a) On account of any default on part of the Contractor, or
 - (b) For proper execution of the works or part thereof for reason other than the default of the Contractor, or
 - (c) For safety of the works or part thereof.
- (ii) The Contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-charge.
- (iii) If the suspension is ordered for reasons (b) and (c) in sub-Para (i) above.
 - (a) The Contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion period. No adjustment in contract price will be allowed for reasons of such suspension.
 - (b) In the event of the Contractor treating the suspension as an abandonment of the Contract by Employer, he shall have no claim to payment of any Penalty on account of any profit, loss of profit or advantage, which he may have derived from the execution of the work in full.

16.0 Termination of Contract on Death of the Contractor

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, the Engineer-in-Charge shall have the option of terminating the contract without any Penalty to the Contractor.

17.0 Time & Extension for Delay

17.1 The time allowed for execution of the Works as specified or the extended time in accordance with the conditions as per this clause shall be the essence of the Contract. The execution of the work shall commence from the 15th day of issue of LoA or from the date of handing over of the site, notified by the Engineer-in-Charge, whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, the performance guarantee shall be forfeited by the Engineer-in-Charge and shall be absolutely at the disposal of the Engineer-in-Charge without prejudice to any other right or remedy available in law.

17.2 As soon as possible but within 10 days of award of work:

- (i) The Contractor shall submit a Time and Progress Chart for each milestone as per the format required by the engineer-in-charge. The Engineer-in-Charge may, if required, within 30 (Thirty) days thereafter modify, and communicate the approved program to the Contractor, failing which the program submitted by the Contractor shall be deemed to be approved by the Engineer-in-Charge. The work programme shall include all details of drawings and decisions required to complete the contract with specific dates by which these details are required by the Contractor without causing any delay in execution of the work. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various activities of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the overall limitations of time imposed in the Contract documents.
- (ii) In case of non-submission of construction programme by the Contractor, the program approved by the Engineer-in-Charge shall be deemed to be final.
- (iii) The approval by the Engineer-in-Charge of such programme shall not relieve the Contractor of any of the obligations under the contract.
- (iv) The Contractor shall submit the Time and Progress Chart using the mutually agreed software or in other format decided by Engineer-in-Charge for the work done during the previous month to the engineer in charge on or before the 7th day of each month with S curves of the proposed planning vs actual execution progress.

17.3 If the work(s) be delayed by -

- (i) force majeure; or
- (ii) abnormally bad weather; or
- (iii) serious loss or damage by fire; or
- (iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work; or

- (v) delay on the part of other Contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract; or
- (vi) any other cause like above which, in the reasoned opinion of the Engineer-in-Charge is beyond the Contractor's control;

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

The Contractor shall have no claim of damages for extension of time granted or rescheduling of milestone/s for events listed in above sub clauses and he shall update the progress schedule reports submitted at above Clause for all such delays once they are approved by the engineer in charge based on the contractor submittals as defined in Clause below.

- 17.4** In case the work is hindered by the Employer for any reason/event, for which the Employer is responsible, the Engineer-in-Charge shall, if justified, give a fair and reasonable extension of time and reschedule the milestones for completion of work. Such extension of time or rescheduling of milestone/s shall be without prejudice to any other right or remedy of the parties in contract or in law. Provided further that for concurrent delays under this clause and sub clause 17.3 to the extent the delay is covered under sub clause 17.3, the Contractor shall be entitled to only extension of time and no damages and/or claims on this account.
- 17.5** Request for rescheduling of Milestones or extension of time, to be eligible for consideration, shall be made by the Contractor in writing within ten days of the happening of the event causing delay. The Contractor shall indicate in such a request the period by which rescheduling of milestone/s or extension of time is required.
- 17.6** In case the work is delayed by the Contractor for any reasons, in the opinion of the Engineer-in-Charge, beyond the events mentioned in clause 17.3 or clause 17.4 and beyond the justified extended date, without prejudice to the right to take action, the Engineer-in-Charge may grant extension of time required for completion of work without rescheduling of the milestones. The Contractor shall be liable for levy of Penalty for delay for such extension of time.

18.0 Time Schedule & Progress

- 18.0** Time allowed for carrying out all the works as entered in the tender shall be as mentioned in the "GENERAL DETAILS (Annexure-I)" which shall be reckoned from the 15th day from the date on which the letter of Award is issued to the Contractor or the date of handing-over of site whichever is later. Time shall be the essence of the contract and contractor shall ensure the completion of the entire work within the stipulated time of completion
- 18.1** The contractor shall also furnish within 15th days of date of issue of letter of Award a CPM network/ PERT chart/ Bar Chart for completion of work within stipulated time. This will be duly got approved from the Engineer-in-Charge. This approved Network/ PERT Chart shall form a part of the agreement. Achievement of milestones as well as total completion has to be within the time period allowed.
- 18.2** Contractor shall mobilize and employ sufficient resources for completion of all the

works as indicated in the agreed BAR CHART/PERT Network. No additional payment will be made to the contractor for any multiple shift work or other incentive methods contemplated by him in his work schedule even though the time schedule is approved by the Engineer-in-Charge.

- 18.3** During the currency of the work the contractor is expected to adhere to the time schedule on milestone and total completion and this adherence will be a part of Contractor's performance under the contract. During the execution of the work contractor is expected to participate in the review and updating of the Network/BAR CHART undertaken by the Engineer-in-Charge. These reviews may be undertaken at the discretion of Engineer-in-charge either as a periodical appraisal measure or when the quantum of work order on the contractor is substantially changed through deviation orders or amendments. The review shall be held at site or any of the offices of Employer/PMC at the sole discretion of Engineer-in-Charge. The contractor will adhere to the revised schedule thereafter. The approval to the revised schedule resulting in a completion date beyond the stipulated date of completion shall not automatically amount to a grant of extension of time to the contractor.
- 18.4** Contractor shall submit (as directed by Engineer-in-Charge) progress reports on a computer-based program (program and software to be approved by Engineer-in-Charge) highlighting status of various activities and physical completion of work. The contractor shall send completion report with as built drawings to the office of Engineer-in-Charge, in writing within a period of 30 days of completion of work.
- 18.5** At least 10 Nos dated photographs of the project taken on last day of every month indicating progress of work (in soft copies) shall be attached along with the physical progress reports to be submitted to Engineer-in-charge.
- 18.6** The defined timelines for documents to be submitted post-award, though mentioned at various other places, are summarised as under:

Sr. No.	Document Title	From issue of Letter of Award (On or before)
1	Time & Progress Chart for each mile-stone	10 days
2	Date of Commencement of Work	15 th day
3	Details of Contractor's Authorised Representative taking instructions from Engineer-in-charge	15 days
4	<u>Updated</u> Overall Project Schedule	15 days
5	CPM network/ PERT chart/ Bar Chart for completion of work within stipulated time	15 days
6	Submission of Irrevocable Performance Bank Guarantee (5% of tendered amount)	15 days
7	Quality Assurance Programme/ Plan	30 days
8	Detailed contract coordination procedure	30 days
9	Site organizational chart and individual personnel resume, including details of experience of the Project-in-Charge and other staff proposed to be deployed by him	30 days
10	Insurance Policies	30 days

Notes: Document Review and Submission Cycle

- (i) Post submission of the document by the Contractor, the Engineer-in-charge/ PMC-TPIA will review and provide comments/approval within fourteen (14) days of the receipt of respective documents.
- (ii) The contractor shall re-submit the documents (incorporating comments) within Five (5) days of receipt of the comments, for review/approval.
- (iii) The Engineer-in-charge/PMC-TPIA will be reviewing the same and providing comments/approval within seven (7) days of the receipt of revised/updated document. The defined cycle will be followed till all the project requirements are complied with by the contractor and document is approved.

19.0 Taxes and Duties

19.1 The contract price is inclusive of all taxes, duties, cesses, fees, charges, interest/ late fees, incidental expenses, and statutory levies payable under any law (as applicable on the date of submission of bid) by the Contractor in connection with execution of the contract) but excluding the GST as applicable. The contract price shall be adjusted for any increase/ decrease in the rate of GST on works contract as notified by Government of India, from time to time..

19.2 Notwithstanding anything contained in clause 19.1, the Contractor shall ensure payment of applicable taxes on the supplies made under the contract. The Contractor shall take registration under the applicable enactment levying tax on supply of goods or services under the contract and issue invoices having all the particulars prescribed under the applicable provisions of law, including description of goods/services, rate and amount of tax paid or payable on the supplies made under the contract, so that the Employer can avail credit of such tax, wherever applicable. The Contractor shall comply with all applicable provisions of Goods and Service Tax (GST) levied by Union Government and State Governments/ Union Territories (CGST, UTGST, SGST and IGST). The Contractor shall get himself registered and discharge his obligations for payment of taxes, filing of returns on time etc. under the appropriate provisions of law in respect of all the taxes, duties, levies, cess, etc. The Employer would have the right to seek necessary evidence that the Contractor is registered under the law and duly discharging its obligations under the tax laws, enabling the Employer to avail input tax credit, wherever admissible.

Whenever any GST, interest, penalty, late fees etc. is payable by the Employer on reversal of Input Tax Credit (ITC) or through cash payment under GST Act or rules due to default on Contractor's part, such as, non-filing/ late filing of GST returns, non-payment/ late payment of GST liabilities, delay in issue of invoices or non-appearance of GST invoice on the GST portal within the prescribed period, then in such an eventuality, the amount of GST, interest, penalty, late fees, if any, liable to be paid by the Employer under the said contract shall be borne by the Contractor and shall be recoverable from him.

19.3 In case the Contractor does not deposit the tax payable on execution of the contract, or has not provided the tax invoice to the Employer showing the amount of tax, or has not uploaded the document in computerized tax network as per prevailing law,

leading to non-availability of inputs credit of the tax to Employer, the amount equivalent to such tax shall be retained or withheld from the subsequent RA Bill or payment to be made to the contractor on any account by the Employer till such time that the contractor ensures availability of input credit of the tax to the Employer.

- 19.4** The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws from time to time during the entire duration of the contract. Further, the contractor shall avail and pass on benefits of all exemptions/concessions available under the tax laws to the Employer.
- 19.5** The Contractor will ensure its registration with the respective tax authorities and submit self-attested copy of such registration certificates to the Employer within 30 days of the award of LOA. The Contractor will be responsible for procurement of material on its own registration (GSTIN) and also to issue/ arrange its own Road Permit/ E-way Bill, if applicable, and comply with the statutory laws of the concerned state.
- 19.6** Any error of interpretation of applicability of taxes/ duties by the Contractor shall be to the Contractor's account. The classification of Goods & Services as per GST Act and charging of correct rate of tax as prescribed under the respective tax laws should be correctly done by the Contractor to ensure that input credit benefit is not lost to the Employer on account of any error on the part of the Contractor or its sub-contractor/vendor. The contractor must ensure that Employer is not subjected to any additional liability towards payment of applicable taxes & duties as a result of wrong classification, valuation, assessment/ interpretation of applicable taxes & duties by the Contractor and the contractor will reimburse all losses on this account to the Employer (if any).
- 19.7** GST shall be applicable on all advance payments as per GST Act, Rules and relevant notifications thereunder.
- 19.8** Stamp duty and registration charges, if any, under Income Tax/ GST Act, payable towards the execution of any and all contract documents/agreements, shall be borne by the Contractor.
- 19.9** Tax deduction at source (TDS), if any, under Income Tax/ GST Act, shall be made by the Employer as per law applicable from time to time, from the amount payable to the Contractor.
- 19.10** Statutory variations on IGST/ CGST/ SGST/ UTGST (included in quoted prices) in case of imported materials from outside India in Contractor's name (i.e. for Indian Bidders) shall be to the Contractor's account.
- 19.11 New Taxes & Duties**

All new taxes, duties, cess, levies notified or imposed after the due date of submission of last/ final price bid before the contractual date of completion of work (including extended contractual completion period for the reasons attributable to the Employer or due to Force Majeure condition), shall be to the Employer's account. These shall be reimbursed against documentary evidence. In case of reduction/elimination of taxes, the necessary credit shall be given to the Employer. However, in case of delays attributable to the Contractor, any new or additional taxes and duties imposed after the Scheduled Completion Date, as above, shall be to the Contractor's account.

19.12 Any Other Taxes Duties and Levies

- (i) Except as hereinabove specified, the Contractor shall be liable for and shall pay all fees, cesses, taxes, duties and levies assessable against the Contractor in respect of or pursuance to the Contract. If any legal/ departmental proceedings are initiated against the Contractor for short levy or non-levy of taxes, he shall be fully responsible to defend the same at his own.
- (ii) In addition, the Contractor shall be responsible for payment of all duties, levies, and taxes assessable against the Contractor or Contractor's employees or Sub-Contractor's whether corporate or personal as applicable in respect of property.
- (iii) The Contractor shall accept sole liability for the payment of any and all taxes, duties, cesses and levies, as are payable to any government, local or statutory authority in any country other than India as are now in force or as are hereinafter imposed, increased or modified and as are payable by the Contractor, his agents, Sub-Contractors and Suppliers and its/their respective employees for or in relation to the performance of this Contract. The Contractor shall be deemed to have been fully informed with respect to all such liabilities and shall be deemed to have considered and included the same in his bid. The quoted Price shall not be varied in any manner on this account.

20.0 Tax Deduction at Source

20.1 Income Tax Deduction (TDS)

Income tax deductions shall be made from all payments made to the Contractor including advances, in respect of the work/ project undertaken by the Contractor, in accordance with the provisions of the Income Tax Act and Rules made thereunder prevailing and in force from time to time.

20.2 TDS under GST

TDS under GST, if applicable, shall be deducted from Contractor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the Contractor.

The Contractor shall be solely responsible and liable to deduct TDS, if applicable, from the sub-Contractors/ sub-vendors and remit the same to the Government within the due date, as per applicable laws.

20.3 Income Tax & Corporate Tax

- (i) The Contractor shall be solely responsible and liable to pay all Direct Taxes including income tax, profession tax and wealth tax on any payments arising out of the Contract, whether payable in India or in any other jurisdiction.
- (ii) The Contractor shall be responsible for ensuring compliance with all provisions of the Direct Tax laws of India including, but not limited to, the filing of appropriate Returns and shall promptly provide all information required by the Employer for discharging any of its responsibilities under such laws in relation to or arising out of the Contract.

- (iii) The Contractor shall indemnify the Employer against any and all liabilities or claims arising out of this contract for such taxes including interest and penalty which any tax authority may assess or levy on the Employer or its representatives.
- (iv) Tax shall be deducted at source by the Employer from all sums due to an Indian tax resident Contractor in accordance with the provisions of Indian Income Tax Act/ Rules as in force at the relevant point of time.
- (v) Corporate Tax Liability pertaining to contractor's work, if any, shall be to the Contractor's account.

20.4 Employer shall issue a Tax Deduction Certificate to the Contractor evidencing the Tax deducted or withheld and deposited by the Employer on payments made to the Contractor to enable the Contractor to claim the credit of the Tax deducted by the Employer.

20.5 Construction Workers' Cess / Labour Cess

- (i) The Contractor shall comply with the Building and Other Construction Workers' Welfare Cess Act, 1996, the Building and Other Construction Workers' (Regulation of Employment and Condition of Service) Central Rules, 1998 and the Building and Other Construction Workers' Welfare Cess Rules, 1998.
- (ii) Prices quoted by the bidder shall be deemed to be inclusive of construction workers cess/ labour cess.
- (iii) Cess as per the prevailing rate, shall be deducted at source from the bills of the Contractor and remitted to the "Secretary, Building and Other Construction Workers Welfare Board" of the concerned State by the Employer as per regulations. The Contractor shall be responsible to submit final assessment return of the cess amount to the assessing officer after adjusting the cess deducted at source.

21.0 Royalty and other costs on Materials

The cost of procurement of materials required for construction, including the Royalty, Cess, Toll, Octroi, if applicable for procurement/ supply of materials such as bajri, stone, kankar, sand, ordinary earth and other materials etc. shall be deemed to be included in the quoted rates and nothing additional would be payable on this account.

22.0 Insurance of Works etc.

22.1 Contractor is required to take 'Contractor's All Risk Policy' or 'Erection All Risk Policy', as the case may be, before start of work from an approved insurance company in the joint name with first name of Employer and bear all costs towards the same for the full period of execution of works for the full amount of contract against all loss or damage from whatever cause arising other than excepted risks for which he is responsible under the terms of the contract and in such manner that the Employer and his authorized representatives and the Contractor are covered during the period of construction of works for loss or damage in respect of:

- (i) The work and the temporary works to the full value of such works.

- (ii) The materials, constructional plant, centring, shuttering and scaffolding materials and other things brought to the site for their full value.

The Contractor is required to submit the original policy document and the receipt for payment of the current premium to the Employer.

22.2 Insurance under Workmen Compensation Act

- (i) Contractor is required to take insurance cover under the Workman Compensation Act, 1923 amended from time to time from an approved insurance company and pay premium charges thereof.
- (ii) The Contractor is required to submit the original policy document and the receipt for payment of the current premium to Employer.

22.3 Third Party Insurance

- (i) Contractor is required to take third party insurance cover for an amount of 5% (five per cent) of contract value from an approved insurance company for insurance against any damage, injury or loss which may occur to any person or property including that of Employer, arising out of the execution of works or temporary works.
- (ii) The Contractor is required to submit the original policy document and the receipt for payment of the current premium to Employer.
- (iii) Engineer-in-charge to ensure that Insurance policies are submitted by the Contractor within 30 days from the date of issue of LOA. In case of failure of the Contractor to obtain Contractors All Risk Policy, insurance under Workman Compensation Act and third-party insurance as described above, Employer reserves the right of forfeiture of the Performance Bank Guarantee.
- (iv) If the Contractor could not effect a comprehensive insurance cover against risks which he may be required to effect under the terms of the contract, then he shall give his attention and even in case to get the best insurance cover available of effecting a wider insurance cover than the one which the subsidiary of the General Insurance Company could offer, such an insurance is ought to be done after the Employer's approval, by or through the subsidiary of the General Insurance Company.

22.4 The Contractor shall at all times indemnify the Employer against all claims, damages or compensation under the provision of Payment of Wages Act 1936, Minimum Wages Act 1948, Employer's Liability Act 1938, the Workmen's Compensation Act 1947, Industrial Disputes Act 1947 and Maternity Benefit Act 1961 or any modifications thereof or any other law in force or as a consequence of any accident or injury to any workman or other persons in or about the works, whether in the employment of the Contractor or not, against all costs, charges and expenses of any suit, action or proceedings arising out of such incident or injury and against all sum or sums which may, with the consent of the Contractor, be paid to compromise or compound any such claim. Without limiting his obligations and liabilities as above provided, the Contractor shall insure against all claims, damages or compensation payable under the Workmen's Compensation Act 1923 or any modification thereof or any other law relating thereto.

23.0 Payments

23.1 All running payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and/or accepted by Engineer-in-Charge and shall not preclude the recovery for bad, unsound and imperfect or unskilled work to be removed and reconstructed or re-erected. The final bill shall be submitted by the Contractor within three months of the completion of work otherwise Engineer-in-Charge's certificate of the total measurement shall be binding on the Contractor.

- (i) Intermittent progress Photographs, as and when required, shall also be provided by the Contractor at his own cost as per the direction of Engineer-in-Charge. No payment of running account bill shall be released unless it is accompanied by photographs, Monthly Progress Report and tax invoices as stated above.
- (ii) It may be noted that GST shall be recoverable as extra on all applicable recoveries e.g. Workmen recovery, compensation etc. made from the bills of Contractor.
- (iii) The Running Bills will be submitted by the Contractor (in 4 copies), complete in all respects, on a monthly basis. The Engineer-in-Charge shall process and verify the same within 15 days of submission of the bill, complete in all respects, who shall then forward the same with his certification to the Employer. The Employer will make every effort to process the payment thereof within 15 days of receipt of the certified bill from the Engineer-in-Charge.
- (iv) All payments shall be released by way of e-transfer through RTGS in India directly to their Bank account by the Employer.
- (v) No Running Account Bill shall be paid for the work till the labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable, is submitted by the Contractor to the Engineer-in-Charge/Employer.

23.2 Payment of Final Bill

- (i) The final bill shall be submitted by the Contractor in the same manner as specified in the interim bills/ running bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-Charge, whichever is earlier.

No further claims shall be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute for quantities and rates, as approved by Engineer-in-Charge, will, as far as possible be made within 3 months of submission of final bill. As regards the disputed items, the payment to the extent of amount considered reasonable/ acceptable to the Engineer-in-Charge shall be made along with the payment of undisputed items. However, the payment in respect of the remaining claim shall be resolved and paid as per the provisions in Clause 83.

23.3 Opening of Designated Bank Account for the Project

- (i) The Contractor shall maintain a separate bank account with a Scheduled Bank for the purpose of receiving all payments under the Contract and for utilization of payments received from the Employer for disbursement to sub-Contractors, sub-vendors, PRW's, suppliers etc. for this contract. The Contractor shall maintain separate Books of Account for all payments under this contract and the Engineer-in-Charge shall have access to it at all times.

24.0 Measurements of Works

- (i) Engineer-in-charge shall, except as otherwise provided, ascertain and determine by measurement, the value of work done in accordance with the contract. Except where any general or detailed description of the work expressly shows to the contrary, measurement shall be taken in accordance with the procedure set forth in the CPWD Specifications. In the case of items, which are not covered by specifications, mode of measurement as specified in the Technical Specifications of the contract, and if for any item no such technical specification is available, then a relevant standard method of measurement issued by the Bureau of Indian Standard shall be followed.
- (ii) Provided further that, in case of Cancellation/ Determination of Contract in Full or in Part in accordance with clause 12.0 (and its sub-clauses), following methodology shall be adopted in respect of measurements in addition to what has been mentioned in foregoing:
 - (a) All measurements and levels shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the Contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer-in-Charge and the Contractor or their representatives as token of their acceptance. If the Contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by Engineer-in-Charge & the Contractor.
 - (b) If for any reason, the Contractor or his authorized representative is not available and the work of recording measurements is suspended by the Engineer-in-Charge or his representative, the Engineer-in-Charge shall not entertain any claim from Contractor for any loss or damages on this account. If the Contractor or his authorized representative does not remain present at the time of such measurements after the Contractor or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer-in-Charge or his representative shall be deemed to be accepted by the Contractor.
 - (c) The Contractor shall, without any extra charge, provide all assistance with every appliance, equipment, scaffolding, labour and any other things necessary for recording the measurements.

25.0 Computerised Measurement Books

- (i) Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by

- measurement the value of work done in accordance with the contract. All measurements of all items having financial value shall be entered by the Contractor and compiled in the shape of the Computerized Measurement Book as per the format provided by Engineer-in-Charge so that a complete record is obtained of all the items of works performed under the contract. All such measurements and levels recorded by the Contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the Contractor from the Engineer-in-Charge or his authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative.
- (ii) After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the Contractor for incorporating the corrections, and for resubmission to the Engineer-in-charge for the dated signatures by the Engineer-in-Charge and the Contractor or their representatives in token of their acceptance.
 - (iii) Whenever a Running Account bill is due for payment, the Contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/ test- checked from the Engineer-in-Charge and/or his authorized representative. The Contractor will, thereafter, incorporate such changes as may be done during these checks/ test checks in his draft computerized measurements, and submit it to Engineer-In-Charge in both Soft and Hard copies.
 - (iv) All the required documents viz. measurement sheets, summary of quality test reports, ESIC/EPF challans, Tax invoice, theoretical v/s actual consumption of material (as required by Engineer-in-Charge) etc. shall also be submitted along with the RA bill in both soft and hard copies.
 - (v) The Contractor shall give not less than seven days' notice to the Engineer-in-Charge or his authorized representative before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work. The Contractor shall not cover up and place beyond reach of measurement any work without consent of the Engineer-in-Charge or his authorized representative in writing in order to ensure the proper checking and measurement thereof. The Engineer-in-Charge or his authorized representative shall within the aforesaid period of seven days inspect the work, and if any work is found to be covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or the Engineer-in- Charge's consent being obtained in writing, the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.
 - (vi) It is also a term of this contract that checking and/or test checking the measurements of any item(s) of work in the Measurement Book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the Contractor from liabilities from any over measurement or defects noticed till the final completion of the work and certification thereof.

26.0 Withholding & Lien In Respect of Sums Due From Contractor

- (i) Whenever any claim or claims for payment of a sum of money arises out of or under

the contract or against the Contractor, Employer shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the Security Deposit by the Contractor and for the purpose aforesaid, Employer shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, Employer shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the Contractor under the same contract or any other contract pending finalization of adjudication of any such claim.

- (ii) It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or Employer will be kept withheld or retained till the claim arising out of or under the contract is determined by the competent authority and that the Contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the Contractor. For the purpose of this clause, where the Contractor is a partnership firm or a limited company, the Engineer-in-Charge or the Employer shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/ limited company, be whether in his individual capacity or otherwise, as the case may be. Employer shall have the right to cause an audit and technical examination of the works and the final bills of the Contractor including all supporting vouchers, abstract etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the Contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the Contractor shall be liable to refund the amount of over-payment and it shall be lawful for Employer to recover the same from him in any other manner legally permissible. If it is found that the Contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Employer to the Contractor, without any interest thereon whatsoever.

Lien In Respect of Claims in Other Contracts

Any sum of money due and payable to the Contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or by Employer against any claim of Engineer-in-Charge or Employer in respect of payment of a sum of money arising out of or under any other contract made by the Contractor with the Engineer-in-Charge or the Employer. It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-Charge or the Employer will be kept withheld or retained till his claim arising out of the same contract or any other contract is either mutually settled or determined by the Competent Authority, as the case may be, and that the Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

27.0 Work to be executed in accordance with Specifications, Drawings and Orders etc.

- (i) All items of work in the bill of quantities/ schedule of quantities shall be carried out as per the CPWD specifications, drawings and instructions of the Engineer-in-Charge and the rates shall include procurement and supply of required materials including proper storage, consumables, skilled & unskilled labour, supervision and tools, plant & machinery complete as called for in the detailed specifications and conditions of the contract. Latest updated CPWD specifications shall be followed for execution of work.
- (ii) The Contractor shall execute the whole of the work in the most substantial and workman like manner for materials and otherwise in all other aspects in strict accordance with the specifications. The Contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work assigned by the Engineer-in-Charge.
- (iii) The Contractor shall comply with the provisions of the contract and execute the works with due care and diligence and maintain the works and provide all labour and materials, tools and plants, including for measurements and supervision, of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability, and safety of all the works and methods of construction.

28.0 Materials to be provided by the Contractor

- (i) The Contractor shall, at his own expense, provide all materials required for the works. The Contractor at his own expense and without delay provide to the Engineer-in-Charge samples of materials to be used on the work and shall get the same approved in advance. In some cases, the contractor would be instructed by the engineer in charge to create mood boards with a set of samples being available at the same place and time to justify the design aspects for getting Employer's approvals. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The Contractor shall, if requested by the Engineer-in-Charge, furnish proof to the satisfaction of the Engineer-in-Charge regarding the material being conforming to the specifications. The Contractor shall submit the samples of materials to be tested or analysed and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications.
- (ii) The Engineer-in-Charge or his authorized representative/ Employer/ PMC/ TPIA shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles, equipment's or machinery are being obtained for the works and the Contractor shall offer every assistance in obtaining the right to visit and ensure physical visit to such works as directed by engineer-in-charge. The cost for travelling and accommodation to these works of the engineer in charge or his authorized representatives will be borne by

the Employer/ PMC/ TPIA apart from those specifically written in the Special conditions of contract. However, the costs towards the contractor or his representatives towards the costs of such visits will be borne by the contractor. The Engineer-in-Charge shall have full powers to instruct the contractor for acceptance, rejection, improvement or substitution prior to delivery on site of any such material that he might have undertaken to inspect the materials at the works.

- (iii) The Engineer-in-Charge shall have full powers to instruct the contractor for removal of all materials from the site/premises, which in his opinion are not in accordance with the specifications. In case of default, the Engineer-in-Charge shall be at liberty to employ at the expense of the Contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge shall also have full power to require other proper materials to be substituted thereof and in case of default, the Engineer-in-Charge may cause the same to be supplied by others at the risk and cost of the contractor. All such costs for removal and substitution shall be borne by the Contractor.
- (iv) The Contractor shall ensure that the materials are brought to the site in original sealed containers (except where the packing, bearing manufacturer's markings and brands, and quantity required is a fraction of the smallest packing). Materials not complying with this requirement shall be rejected. The empty containers of such materials shall not be destroyed/disposed-off without the permission of Engineer-in-Charge or his authorized representative.
- (v) The Contractor shall produce receipt vouchers showing quantity of materials to satisfy the Engineer-in-Charge that the materials comply with the contract stipulations. These vouchers shall be endorsed, dated and signed by the Contractor. A certified copy of each such voucher signed both by the Engineer-in-Charge and the Contractor shall be kept on record.

29.0 Materials, Samples and Testing

- (i) The materials/products used on the works shall be one of the approved makes/ brands out of the list of approved manufacturers/ brands/ makes given in the tender document. The Contractor shall submit samples/specimens out of approved makes to the Engineer-in-Charge for prior approval.
- (ii) In case single brand/ make are mentioned, other equivalent makes/ brands may be considered by the Engineer-in-Charge on the request of the Contractor. In case of variance in CPWD/IS/BIS specifications from approved products/makes specification, the specification of approved product/ make shall prevail for which nothing shall be paid extra to the Contractor. In case no make or brand of any materials, articles, fittings and accessories etc. is specified, the same shall comply with the relevant Indian Standard Specifications and shall bear the ISI/BIS mark and meet the contractual specifications. The Engineer-in-charge shall have the discretion to the check quality of materials and equipment to be incorporated in the work, at source of supply or site of work and even after incorporation in the work. The Contractor shall provide the necessary facilities and assistance for this purpose.

- (iii) The above provisions shall not absolve the Contractor from the quality of final product and in getting the material and workmanship quality checked and approved from the Engineer-in-Charge/Employer.
- (iv) The Contractor shall well in advance, produce samples of all materials, articles, fittings, accessories etc. that he proposes to use and get them approved in writing by the Engineer-in-Charge. The materials, articles etc. as approved shall be labelled as such and shall be signed by Engineer-in-Charge and the Contractor's representative.
- (v) The approved samples shall be kept in the custody of the Engineer-in-Charge till completion of the work. Thereafter the samples, except those destroyed during testing, shall be returned to the Contractor. No payment will be made to the Contractor for the samples or samples destroyed in testing.
- (vi) The Contractor shall set up and maintain at his cost, a field-testing laboratory for all day-to-day tests at his own cost to the satisfaction of the Engineer-in-Charge. This field-testing laboratory shall be provided with equipment and facilities to carry out all mandatory field tests as per CPWD specifications. The Field-testing laboratory shall be constructed and installed with appropriate facilities. Temperature and humidity controls shall be available, wherever necessary, during the testing of sample(s). All equipment shall be provided by the Contractor so as to be compatible with the specified testing requirements.
- (vii) The Contractor shall maintain all the equipment in good working condition for the duration of the contract. The Contractor shall provide/ deploy approved qualified personnel to run the laboratory for the duration of the Contract. The number of staff and equipment available must be sufficient to keep pace with the sampling and testing programme as required by the Engineer-in-charge. The Contractor shall fully service the site laboratory and shall supply everything necessary for its proper functioning, including all transport needed to move equipment and samples to and from sampling points on the site, etc. All measuring devices/equipment shall be calibrated, and Contractor shall keep the records of valid calibration certificates of devices/ equipment at the field laboratory for inspection by Engineer-in-Charge at all times. All field tests shall be carried out in the presence of Engineer-in-Charge or his representative.
- (viii) All costs towards samples, materials, collection, transport, manpower, testing etc. shall be borne by the Contractor and are deemed to be included in the rates quoted by him in the bill of quantities.
- (ix) In the case of certain materials pertaining to mechanical, electrical, and plumbing (MEP) works, the Contractor shall be responsible for getting the items tested from Employer/ PMC approved laboratories at his own cost as per the tests written in the Special conditions of contract (SCC) or as deemed fit by engineer in charge, when it is not found feasible to establish a testing facility at site in respect of such items.

30.0 Makes of Materials

The materials required to be supplied by the Contractor under this contract shall be procured from the list of approved manufacturers/ brands/ makes enclosed in the contract document. Where the makes of materials are not indicated in the Bidding document, Contractor shall furnish the details of makes/ brands and shall obtain prior approval of Engineer-in-Charge before placing order.

31.0 Materials Procured with the Assistance of Engineer-in-Charge

If any material for the execution of this contract is procured with the assistance of Engineer-in-Charge by issue from its stores, the Contractor shall use the said materials solely for the purpose of contract and shall not dispose them without the permission of Engineer-in-Charge. The rate for these materials shall be as per the contract or as per the material rates of DSR (if applicable)/Market Rate + GST. The Contractor shall deploy security personnel for safe-keeping and safeguarding of all such materials procured at site and handed over to the contractor by the Engineer-in-Charge. The contractor will satisfy himself with the quantity, specifications and quality of the material being procured with the assistance of the Engineer in charge so as to ensure that the works are done in accordance with the contractual stipulations. The contractor is not allowed to raise any claim/deviation/relaxation on the use of any/all such material post the handover of the material by the Engineer-in-Charge. The contractor though can submit his objections in writing for the consideration of the engineer in charge prior to accepting the handover of any/all such material.

32.0 Contractor to Supply Tools & Plants

The Contractor shall provide at his own cost all materials, machinery, tools & plants as required for execution of the work. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of completion of the work. The Contractor shall also supply without any charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or materials. In the event of his failure to do so, the same may be provided by the Engineer-in-Charge at the expense of the Contractor and the expenses thereon shall be recovered from any money due to the Contractor under this contract or otherwise and/ or from his security deposit.

33.0 Mobilization of Men, Materials and Machinery

- (i) All expenses towards mobilization at site and de-mobilization including bringing in equipment, work force, materials, dismantling the equipment, clearing the site etc.

- shall be deemed to be included in prices quoted and no separate payment on account of such expenses shall be entertained.
- (ii) It shall be solely the Contractor's responsibility to provide, operate and maintain all necessary construction equipment, scaffoldings and safety, gadget, lifting tackles, tools and appliances to perform the work in a workman-like and efficient manner and complete all jobs as per the specifications and within the scheduled time of completion of work. Contractor shall also be responsible for obtaining temporary electric and water connections for all purposes. The Contractor shall also make standby arrangements for un-interrupted supply of water & electricity.
 - (iii) The procurement and supply in sequence and at the appropriate time of all materials and consumables shall be solely the Contractor's responsibility and his rates for execution of work shall be inclusive of supply of all these items.
 - (iv) It is mandatory for the Contractor to provide safety equipment and gadgets to all his workers, supervisory and technical staff engaged in the execution of the work while working. The minimum requirement (but not limited to) shall be gumboots, safety helmets, Rubber hand- gloves, face- masks, safety- nets, safety-belts, goggles, hand sanitizers etc. as per work requirements. The Contractor shall keep a few spare sets of such gadgets for use by the Employer or the Engineer-in-Charge and /or his representative or any other inspecting teams. No staff/ worker shall be allowed to enter the site without these equipment/ gadgets.
 - (v) The cost of the above equipment/ gadgets is deemed to be included in the rates quoted by the Contractor and the Contractor shall not be entitled for any extra payment in this regard. The Contractor shall abide by the regulations pertaining to Health, Safety and Environment as per the HSE policy attached elsewhere as a part of this contract.
 - (vi) All designs, drawings, bill of quantities etc., except Bar Bending Schedule, Shop & Fabrication drawings, for all works shall be supplied to the Contractor for his scope of work by the Engineer-in-charge in a phased manner, as the works progresses. However, it shall be the duty and responsibility of the Contractor to bring to the notice of the Engineer-in-charge as to any variation, discrepancy or any other changes required and to obtain revised drawings and designs and/ or approval of the Engineer-in-Charge in writing for the same.
 - (vii) One copy of contract documents, including drawings furnished to the Contractor, shall be kept at the site and the same shall at all reasonable times be available for inspection of Engineer-in-charge and his authorised representatives.
 - (viii) All materials, construction plants and equipment etc. (including scrap of brought in material) once brought by the Contractor within the project area will not be allowed to be removed from the premises without the written permission of the Engineer-in-charge. Similarly, all enabling works built by the Contractor for the main construction undertaken by him, shall not be dismantled, and removed without written permission of the Engineer-in-charge.
 - (ix) The Contractor shall need to furnish list of equipment/ machinery/ plants available with the Contractor along with the details/ capacities and manufacturing year of each equipment/ machinery/ plant.
 - (x) Contractor shall prepare the Bar Bending Schedule, shop and fabrication drawings At

no extra cost to Employer, if required for any of the items of work as directed by the engineer in charge. Five copies of these drawings and documents will be submitted to the Engineer-in-charge/Employer for approval, at least 30 days prior to execution of the works related to these documents and drawings.

- (xi) All Contractor's plant, machinery and equipment shall be kept in perfect working condition during currency of the contract.

34.0 Health, Safety and Environment (HSE) Management

- (i) The Contractor, during entire duration of the Contract, shall adhere to HSE requirement as enclosed in the Bidding Document as Annexure-VIII to SCC.
- (ii) The contractor shall also barricade the site with minimum 3 mtr high sheets or as per the requirement of Green Tribunal/ State Pollution Control Board/ Environment Department or any directions by the local administration during the entire duration of the contract wherever required. Nothing extra shall be paid on this account.

- (iii) Safety Regulations

The Contractor shall abide by all safety regulations and ensure that safety equipment for specific jobs, as stipulated in the factory act/ safety handbook, is issued to workers during execution of work, failing which all the works at site shall be suspended.

- (iv) Security

The Contractor shall make proper security arrangements at his own cost for the materials at site & the works till handing over of the works to the Employer/ Engineer-in-Charge.

35.0 Quality Assurance Programme

- (i) To ensure that the services under the scope of this contract are in accordance with the specifications, the Contractor shall adopt Quality Assurance Programme to control such activities at the necessary points. The Contractor shall prepare and submit to Engineer in charge such Quality Assurance Programme within 30 days from date of issue of Letter of Award for approval. Engineer-in-charge shall also carry out quality audit and quality surveillance of systems and procedures of Contractor's quality control activities. A Quality Assurance Programme of Contractor shall generally cover the following:
 - (a) His organization structure for the management and implementation of the proposed Quality Assurance Program;
 - (b) Documentation control system;
 - (c) The procedure for materials and source inspection;
 - (d) System for site controls including process controls;
 - (e) Control of non-conforming items and systems for corrective actions;
 - (f) Inspection and test procedure for site activities;
 - (g) System for indication and appraisal of inspection status;
 - (h) System for maintenance of records;

- (i) System for handling, storage, and delivery; and
 - (j) A quality plan detailing out quality practices and procedures, relevant acceptance levels for all types of work under the scope of this contract.
- (ii) The Contractor shall maintain all the quality reports. Checklists & Registers as per CPWD norms in this regard shall be submitted to the Engineer-in-Charge for approval and the same shall be adopted. If any item is not covered by the Check-list/ Register, the Format for the same may be developed and submitted to the Engineer-in-Charge for approval and the same shall be adopted. These filled-in reports shall be duly signed by representatives of the Contractor and the Engineer-in-charge. All the costs associated with Printing of Formats and testing of materials required as per technical specifications or as per instructions of Engineer-in-Charge shall be included in the Contractor's quoted rates in the Schedule/ Bill of quantities. Nothing extra shall be paid to the Contractor on this account.

36.0 Contract Coordination Procedures, Coordination Meetings and Progress Reporting

The Contractor shall prepare and finalize a detailed contract coordination procedure within 30 days from the date of issue of Letter of Award in consultation with the Engineer-in-charge for the purpose of execution of the Contract. The Contractor shall have to attend all the meetings at any place in India at his own cost with the representatives of the Employer, the PMC, the TPIA and their representatives during the currency of the Contract, as and when required and fully co-operate with such personnel and agencies involved during these discussions. The Contractor would be advised to deal with the Employer/ PMC only through the Engineer-in-Charge and any dealing/correspondence, if required, at any time with the Employers/ PMC/ TPIA shall be done through Engineer-in-Charge only.

37.0 Protection of Existing Facilities

- (i) Contractor shall obtain full details of all existing and planned underground services from concerned agencies and shall always follow these closely during the performance of work. Contractor shall be responsible for location and protection of all underground lines, structures, power cables, OFC cables etc. at his own cost.
- (ii) Despite all precautions, should any damage to any structure/ utility etc. occur, the Contractor shall immediately inform the Engineer-in-Charge and the Contractor shall forthwith carry out repair at his expense under the direction and to the satisfaction of Engineer-in-Charge. If the same is not attended by the Contractor within the said time period, it will be got done at the risk and cost of the contractor through other agencies.
- (iii) Contractor shall take all precautions to ensure that no damage is caused to the existing pipelines, cables etc. during services.

38.0 Completion Plans and Completion Certificate

- (i) Within ten days of completion of the work, the Contractor shall give notice of such completion to the Engineer-in-Charge. On the receipt of such notice, the Engineer-in-Charge shall within thirty days inspect the work and if there is no defect in the work, he shall furnish the Contractor with a final certificate of completion.
- (ii) In case of any shortcomings/ defects, a provisional certificate of physical completion indicating the defects (a) to be rectified by the Contractor, and/or (b) for which payment will be made at reduced rates, shall be issued.
- (iii) However, no final certificate of completion shall be issued, nor shall the work be considered to be complete until the Contractor shall have removed from the premises on which the work is executed, all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work, people on the site in connection with the execution of the works and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution. Similarly, no completion Certificate shall be issued until the work shall have been measured by the Engineer-in-Charge.
- (iv) If the Contractor shall fail to comply with the requirements of this clause as regards removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Engineer-in-Charge may remove such scaffolding, surplus materials and rubbish etc. at the expense of the Contractor and dispose of the same as he deems fit and clean off such dirt as aforesaid, and the Contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof less actual cost incurred on removal of materials/ debris / malba etc.
- (v) The Contractor shall be responsible for handing over of the completed works including signing of inventories by the Engineer-in-charge on a pre-approved format.
- (vi) The Contractor shall, during the course of execution, prepare and keep updated a complete set of 'As Built' drawings to show each and every change from the contract drawings, changes recorded shall be counter-signed by the Engineer-in-Charge and the Contractor.

No payment of final bill shall be released to the Contractor until final work completion certificate is obtained from Employer.

39.0 Completion Documents

The following documents shall be submitted in soft copy and hard-binders by the Contractor in 05 (Five) sets as a part of completion documents:

- (i) Test Certificates, Warranty/ Guarantee certificates and copies of Purchase Orders (Required for Warranty/ Guarantee).
- (ii) All other documents as specified in the respective specifications.
- (iii) Complete set of "As-built" drawings showing therein corrections and

modifications (if any) made during the course of execution of the Works, signed by the Engineer-in-Charge;

- (iv) Declaration by the Contractor that it has duly cleared any and all of the dues payable by it to its labourer, employees, piece-rate workers (PRWs), and other personnel, sub-Contractors, suppliers, vendors, GST, income Tax, entry tax, excise, customs duty, provident fund, employees state insurance (ESI) and royalties, or other amounts payable under any Applicable Law (if any) and Certificate towards 'No claim' other than the claim in the Final bill.

40.0 Prohibition of Unauthorised Construction & Occupation

- (i) No unauthorized buildings, construction of structures should be put up by the Contractor anywhere on the project site, neither any building built by him shall be occupied in un-authorized manner by him or his staff.
- (ii) It shall be the responsibility of the Contractor to see that the building under construction is not occupied by anybody in un-authorized manner during construction and is handed over to the Engineer-in-Charge with vacant possession of complete building. If such building, though completed, is occupied unauthorisedly/ illegally, then the Engineer-in-Charge shall have the option to refuse to accept the said building/ buildings in that position. Any delay in acceptance on this account will be treated as delay in completion and, levy of Penalty may be imposed in line with Clause 8.0 of GCC for such delay.

41.0 Foreclosure of Contract

- (i) If at any time after acceptance of the tender or during the progress of work, the purpose or object for which the work is being done changes due to any unforeseen and compelling reasons and as a result of which the work has to be abandoned or reduced in scope, the Engineer-in-Charge shall give notice in writing to that effect to the Contractor stating the decision as well as the cause for such decision and the Contractor shall act accordingly in the matter. The Contractor shall have no claim of any compensation or otherwise, whatsoever, on account of any profit, loss of profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.
- (ii) The Contractor shall be paid for the works executed at site at contract rates at the time of foreclosure.
- (iii) The Contractor shall, if required by the Engineer-in-Charge, furnish to him, books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.
- (iv) In the event of action being taken under Clause 14.0 to reduce the scope of work, the Contractor may furnish fresh Performance Guarantee on the same conditions, in the same manner and at the same rate for the balance tendered amount and initially valid up to the extended date of completion or stipulated date of completion if no

extension has been granted plus minimum 60 days beyond that. Wherever such a fresh Performance Guarantee is furnished by the Contractor, the Engineer-in-Charge/Employer may return the previous Performance Guarantee.

42. Defects Liability Period

- (i) The Contractor shall be responsible for rectification of defects in the works for a period 5 (Five) years from the date of issue of Completion Certificate by the Engineer-in-Charge. Any defects, except normal wear & tear, discovered and brought to the notice of the Contractor forthwith shall be attended to and rectified by him at his own cost and expense. In case the Contractor fails to carry out these rectifications, the same may, without prejudice to any other right or remedy available, be got rectified by Engineer-in-Charge at the risk and cost of the Contractor.

Provided that the Contractor shall not be liable for any such structural/ architectural defect as may be induced by the allottee (s), by means of carrying out structural or architectural changes from the original specification designs. For incomplete works in STP, Basement ventilation works etc., where part of work is already executed at site, warranty against the equipment would be for 24 months. For balance 03 years, Annual Maintenance Contract (AMC) would be executed along with part of work not executed under this contract/ tender. AMC cost would be separate and borne by Unitech.

- (ii) A part of the security deposit will be retained towards defect liability as per Clause 3.0 of the GCC above. The final amount towards defect liability would be released after 5 years from the actual date of completion or the final justified extended date of completion.

43. Sub-Letting / Sub-Contracting

No subletting of whole work or part shall be allowed. However, the Contractor may engage the sub-Contractor for specialized works as mentioned below:

- (i) The Contractor, after obtaining approval from the Engineer-in-Charge, shall engage specialized agencies in respect of the following works at site, in case the Contractor does not have such in-house expertise:
 - (a) Anti-termite treatment.
 - (b) Water proofing works.
 - (c) Fire Fighting works
 - (d) Electrical / LV Works
 - (e) HVAC Works
 - (f) BMS works
 - (g) Horticulture works
 - (h) Tree Transplantation Works, if any
 - (i) Any other work as directed by Engineer-in-Charge
 - (j) Painting Works

- (ii) If the Contractor is required to engage a Sub-Contractor for any part of work, then such Sub-Contractors shall have prior proven experience of similar work and shall require specific approval by the Engineer-in-charge.
- (iii) The Contractor will submit to the Engineer-in-Charge for approval, the details of Sub-Contractors as per the format enclosed as Form XIV at Section 4 for approval. Contractor shall ensure that very competent and resourceful agencies with proven track record and performance should be proposed for the work to be sub-contracted.
- (iv) However, whatever arrangements are made by the Contractor for sub-letting any part of the work/ getting any part of the work executed through a sub-contractor, getting the works executed from such sub-contractors or payments to such sub-contractors shall always remain the responsibility of the Contractor and the Employer shall not in any manner deal with such sub-contractors.
- (v) Notwithstanding any consent to sub-contract given by the Engineer-in-Charge, if in his opinion it is considered necessary, the Engineer-in-Charge shall have full authority to order the removal of any sub-Contractor from the site.

44. Execution of Electrical Works

The Contractor shall engage an approved electrical agency for execution of electrical works, holding valid electrical Contractor licence. In case the Contractor himself executes electrical works, then he shall arrange valid electrical Contractor licence before start of electrical works at site.

45. Force Majeure

- (i) Any delay in or failure to perform on the part of either party, shall not constitute default so as to give rise to any claim for damages, to the extent such delay or failure to perform is caused by an act of God, due to Pandemic, or by fire, explosion, flood or other natural catastrophe, governmental legislation, orders or regulation etc. The time for performance of the respective obligations by the parties shall be deemed to be extended for a period equal to the duration of the force majeure event. Both parties shall make their best efforts to minimize the delay caused by the force majeure event. If the failure/ delay of the Employer in handing over the entire site and/ or in releasing the funds continues even on the expiry of the stipulated date of completion, Engineer-in-charge, may, at the request of the Contractor, foreclose the contract without any liability to either party. In the event of such foreclosure, the Contractor shall not be entitled to any compensation whatsoever. If prior to such foreclosure, the Contractor has brought any material at site and which remain unused, the Engineer-in-Charge shall always have the option of taking over of all such materials at their purchase price or at the local current /DSR rates, whichever is lower.
- (ii) The Contractor shall have no claim of damages for extension of time granted or rescheduling of milestone/s for events listed in this clause.

46. No Compensation

The Contractor shall have no claim, whatsoever, for compensation or idling charges against the Employer or his authorized representative on any ground or for any reason, whatsoever.

47. Directions for Works

- (i) All works under the contract shall be executed under the direction and subject to approval in all respects of the Engineer-in-Charge.
- (ii) The Engineer-in-Charge and his authorized representative shall communicate or confirm their instructions to the Contractor in respect of execution of work during their site inspection in a 'Works Site Order Book' maintained at the site office of Engineer-in-Charge. The Contractor or his authorized representative shall confirm receipt of such instructions by signing against the relevant orders in of the Site Order Book. A soft copy of this "works site order book" shall be mailed to the contractor and Employer/PMC/TPIA monthly.

48. Work in Monsoon Season and Rains

The execution of the work may entail working in the monsoon season also. The Contractor must maintain labour force as may be required for the work and plan and execute the construction and erection according to the prescribed schedule. No special/ extra rate will be considered for such work during the monsoon season. The stipulated period for completion of project includes the monsoon period, holidays & festivals and the contractor shall make provisions of the same in the contract scheduling submitted to the engineer in charge/Employer. Further;

- (i) During monsoon season and other periods, it shall be the responsibility of the Contractor to keep the construction work site free from any water accumulation at his own cost by making suitable arrangements/ deploying de-watering pumps.
- (ii) Contractor must take due cognizance of the presence of monsoon/ rainy season/ days in his scheduled completion period and accordingly, take all necessary measures to protect, reorganize and maintain progress on the work without any interruptions.
- (iii) No extension of time due to interruption/suspension of work, waterlogging, reduced/ slowing down of progress, non-availability of manpower etc., whatsoever may be the reason, shall be tenable on account of monsoons/ rains and further no claim for stand-by of manpower and equipment, other resources etc. shall be paid for subject to provisions under Clause 17 of the General conditions of contract.
- (iv) Contractor shall procure and stock sufficient quantities of materials viz. coarse and fine aggregates, bricks etc. adequate for the planned volume of the work during the monsoons, well in advance of the onset of same so that progress of work is not affected on this account.
- (v) All electrical installations, equipment shall be placed on plinths above ground under proper rain sheds to avoid any inundation, short circuit and hazards of electrocution.

- (vi) Price shall be inclusive of all costs and expenses including supply of materials required for monsoon protection like tarpaulins, shed, structural, GI sheet etc. for the above provisions and no separate payment shall be made on this account.

49. Work on Sundays, Holidays and During Night

For carrying out work on Sundays and Holidays or during night, the Contractor shall make necessary arrangements to carry out the works at no extra cost to the Employer, under intimation to the Engineer-in-Charge.

50. Water and Electricity

The Contractor shall make his own arrangements for Water, fit for construction, use & Electrical Power for construction including all necessary materials and equipment's for its distribution and utilisation for construction activities and other purposes at his own cost. The Contractor shall also make standby arrangements for water & electricity to ensure un-interrupted supply of water and electricity for smooth progress of works as per relevant clauses in the special conditions of contract (SCC).

51. Land for Labour Huts/ Site Office and Storage Accommodation

- (i) Place for hutments and Batching Plant could be provided wherever possible depending upon the project site conditions. The Contractor may construct temporary office, storage, accommodation, and labour huts within the site premises with prior approval of the Engineer-in-Charge. In case, where surplus land is not available within the site and/or not permitted by the Employer, the Contractor shall arrange the land for temporary office, storage, accommodation and labour huts at his own cost and shall be responsible for taking the clearance of local authorities, if required, for setting up/construction of labour camp and the same is deemed to be included in the rates quoted by the Contractor for the works. The Contractor shall check the availability of land before tendering and no claim whatsoever shall be entertained in this regard.
- (ii) The Contractor shall ensure that the labour huts are kept clean and in hygienic conditions. The land for the above purposes shall be so placed that it does not hinder the progress of work or access to the worksite. Vacant possession of the land used for the purpose shall be given back by the Contractor to Employer/ authority after completion of the work.
- (iii) The security deposit of the Contractor shall be released only after the Contractor demolishes all temporary structures and clears the site to the satisfaction of Engineer-in-Charge. In the event the Contractor has to shift his labour camps at any time during execution of the work on the instructions of local authorities or as per the requirement of the work progress or as may be required by the Engineer-in-Charge, he shall comply with such instructions at his risk and cost and no claim whatsoever shall be entertained on this account.

52. Watch & Ward and Lighting of Work Place

The Contractor shall at his own cost take all precautions to ensure safety of life and property by

providing necessary barriers, obstructions, lights, watchmen etc. during the progress of work as directed by Engineer-in-Charge.

- (i) The Contractor shall provide uninterrupted lighting of the work-place and surrounding areas during the night hours with a minimum lux level of 10-15 lux. No additional payment shall be made on this account and the cost in this regard is deemed to be included in the quoted rates.

53. Installation of Sign Boards

The Contractor shall fix/ install Construction/safety sign boards of suitable sizes and in adequate numbers as per the instructions of Engineer-in-Charge before/during the execution of work. No additional payment shall be made to the Contractor on this account.

54. Cement and Cement Godown

- (i) Cement shall be procured by Contractor in line with the technical specifications and requirement of the contract.
- (ii) The cement shall be procured directly from the reputed manufacturers/ stockists as per list of approved makes. Relevant vouchers and test certificates will be produced as and when required by the Engineer-in-charge. It shall be stored by the Contractor in suitable covered and lockable stores, well protected from climate and atmospheric effects. The cement go-down shall be constructed by the Contractor as per the CPWD specifications at his own cost. Cement bags shall be used on “first -in -first -out” basis. Cement stored beyond 90 days will not be used in structural works. However, this cement can be used in other works after getting the cement tested and found suitable as per relevant IS codes at Contractor’s cost and accepted by Engineer-in-charge, before use in works.

55. Steel & Steel Stockyard

Steel conforming to contract specifications/ BIS specifications (latest edition) shall be procured by the Contractor directly from reputed manufacturers/ producers as per list of approved makes. Relevant vouchers & test certificates will be produced by the Contractor. Reinforcement steel, structural steel shall be stored and stacked in such manner so as to facilitate easy identification, removal etc. The Contractor shall take proper care to prevent direct contact between the steel and the ground/water for which he shall provide necessary arrangement at his own cost including ensuring proper drainage of area to prevent water logging as per directions of the Engineer-in-Charge. Steel shall also be protected by applying a coat of neat cement slurry or any other protective treatment over the TMT bars in order to save it from any rusting, for which no extra payment shall be made. Test certificates for each consignment of steel shall be furnished and tests will be got carried out from the authorized NABL accredited laboratory, as per the directions of the Engineer-in-Charge, before incorporating the materials in the work.

56. Schedule of Quantities/ Bill of Quantities

The quantities shown against the various items of work are approximate quantities,

which may vary as per the actual requirement of work. Any variation in quantities, if occurs during the execution of the works, will be dealt as per the provisions of the contract.

57. Water - proof Treatment

- 57.1** The water-proof treatment shall be of type and specifications as given in the schedule of quantities.
- 57.2** The water-proofing of basement, roofs, water retaining areas shall be and remain fully effective for a period of not less than 10 (Ten) years to be reckoned from the date of issue of Completion Certificate, prescribed in the contract. If any defect or any evidence of re-infestation, dampness, leakage in any part of buildings or structure is found in the said treatment at any time during the said guarantee period and the Contractor is notified of the same, the Contractor shall be liable to rectify the defect or give re-treatment. The Contractor shall commence the work or such rectification or re-treatment within seven days from the date of issue of such letter to him. If the Contractor fails to commence such work within the stipulated period, the Employer may get the same done by deploying another agency at the Contractor's risk & cost.
- 57.3** Water- proofing shall be got done through approved/ specialized agencies only with prior approval of Engineer-in-Charge.
- 57.4** During the execution of work, if any damage occurs to the treatment already done, either due to rain or any other circumstances, the same shall be rectified and made good to the entire satisfaction of Engineer-in-Charge by the Contractor at his cost and risk.
- 57.5** The Contractor shall make his own arrangement for all equipment required for the execution of the job. The Contractor shall execute a Guarantee Bond in the prescribed form as appended for guaranteeing the water-proofing treatment.

58. Indian Standards

Wherever any reference is made to any BIS in any particular specifications, drawings or bill of quantities, it means the Indian Standards editions with up-to-date amendments issued till the last date of receipt of tender documents.

59. Centring & Shuttering

Plywood/steel/Aluminium plates or any material fit for the use as mentioned elsewhere in the tender document or as approved by Engineer-in-Charge shall be used for formwork. The shuttering plates shall be cleaned and oiled before every repetition and shall be used only after obtaining approval of the Engineer-in-charge. The number of repetitions allowed for plywood/ steel shuttering/ aluminium shall be at the discretion of Engineer-in-Charge depending upon the condition of shuttering surface after each use and the decision of Engineer-in- Charge in this regard shall be final and binding on the Contractor. No claim, whatsoever, on this account shall be admissible.

60. Records of Consumption of Cement, Steel & Other Materials

- (i) For the purpose of keeping a record of cement and steel received at site and consumed in works, the Contractor shall maintain a register in the format approved by the Engineer-in-Charge, showing columns like quantity received and used in work and balance in hand etc. This register shall be signed daily by the Contractor's representative and the representative of the Engineer-in-Charge.
- (ii) The register of cement, steel & other materials (if required) shall be kept at site in the safe custody of Engineer-in-charge during progress of the work. This provision will not, however, absolve the Contractor from the quality of the final product.

61. Borrow Areas

The Contractor shall make his own arrangements for borrow pits and borrow disposal areas including their approaches and space for movement of man, machinery, other equipment as required for carrying out the works. The Contractor shall be responsible for taking all safety measures, getting approval, making payment of royalties, charges etc. and nothing extra shall be paid to the Contractor on this account and unit rates quoted by the Contractor for various items of bill of quantities shall deemed to include the same.

62. Care of Works

From the commencement to the completion of works and handing over, the Contractor shall take full responsibility for care of all the works and in case of any damage/ loss to the works or to any part thereof or to any temporary works due to lack of precautions or due to negligence on the part of Contractor, the same shall be made good by the Contractor at no extra cost to Employer.

63. Coordination with Other Agencies

- (i) Work shall be carried out in such a manner that the work of other agencies operating at the site is not hampered due to any action of the Contractor. Proper coordination with other agencies will be Contractor's responsibility. In case of any dispute, the decision of Engineer-in-charge shall be final and binding on the Contractor.
- (ii) If and when required for the coordination of works with other agencies involved at site, the Contractor shall within the scope of work, re-route and/or prepare approaches and working areas as may be necessary.

64. Setting Out of the Works

The Contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position, levels, dimensions and alignment of all parts of the works. If any error appears or arises in the position, levels, dimensions or

alignment of any part of the works at any time during the progress of works, the Contractor shall rectify such error to the satisfaction of Engineer-in-charge at his own expenses. The checking of any setting out or of any line or level by the Engineer-in-charge shall not in any way relieve the Contractor of his responsibility for the correctness thereof.

65. Site Clearance

- (i) The Contractor shall ensure that the working site is kept clean and free of obstructions for easy access to job site and also from safety point of view. Before handing over the completed work to the Engineer-in-charge, the Contractor shall remove all temporary structures like the site offices, cement go-down, stores, labour hutments, scaffolding, rubbish, debris, left-over materials, tools and plants, equipment etc. and clean the site to the entire satisfaction of the Engineer-in-charge. If this is not done, the same may be got done by the Engineer-in-charge at the risk and cost of Contractor.
- (ii) The Contractor shall clean all floors, remove cement/ lime/ paint drops and deposits, clean joinery, glass panes etc., touching all painter's works and carry out all other necessary items of works to make the premises clean and tidy before handing over the completed works, and the rates quoted by the Contractor shall be deemed to have included for the same.
- (iii) If the work involves dismantling of any existing structure in whole or part, any RCC foundation and/ or paved area, care shall be taken to limit the dismantling up to the exact point and/ or lines as directed by the Engineer-in-Charge and any damage caused to the existing structure beyond the said line or point shall be repaired and restored to the original condition at the cost and risk of Contractor to the satisfaction of the Engineer-in-Charge, whose decision shall be final and binding upon the Contractor.
- (iv) The Contractor shall not dispose of the ordinary earth excavated from within the boundary limits to any place outside such limits as the same may be required as per the discretion of the engineer in charge.
- (v) Disposal of Debris/ Surplus Earth (including contaminated earth) shall be done by the Contractor at the designated disposal area(s) within the boundary limits as directed by engineer in charge. In case the Employer is not in a position to provide disposal area within the boundary limits due to space constraints, the Contractor has to dispose the same outside the boundary limits as per the provisions of the contract. While disposing the Debris/ Surplus Earth (including contaminated Earth) outside the boundary limit, the Contractor has to ensure that the same are disposed off safely and fulfilling the local statutory regulations including but not limited to the guidelines/ stipulations of State Pollution Control Board.

66. General Guidelines during and before Erection

- (i) The Contractor shall be responsible for organizing the lifting of the equipment in the proper sequence for orderly progress of the work and to ensure that access routes for erecting the other equipment are kept open. The installation of machines at

- different floor levels/ terrace and at basement shall be carried out by the Contractor with due care so as to guard against any damage to the existing finishes of the building and shall augment if required, necessary machineries/ lifting crane for installation purpose within the quoted prices.
- (ii) Orientation of all foundations, elevations, lengths and disposition of anchor bolts and diameter of holes in the supports and saddles shall be checked by the Contractor well in advance of the installation. Rectifications, including chipping of foundations, shall be carried out only where necessary in consultation with the Engineer-in-Charge. If a structural member needs to be dismantled to facilitate the equipment erection, this shall be done by the Contractor after ensuring proper stability of the main structure in consultation with the Engineer-in-Charge. All such dismantled members shall be put back in position to the satisfaction of Engineer-in-Charge after the completion of the equipment erection.
 - (iii) During the performance of the work the Contractor shall at his own cost keep structures, materials and equipment adequately braced by guys, struts or other approved means which shall be supplied and installed by the Contractor as required till the installation work is satisfactorily completed. Such guys, shoring, bracing, strutting, planking supports etc. shall not interfere with the work of other agencies and shall not damage or cause distortion to other works executed by the Contractor or other agencies.
 - (iv) The Contractor shall duly comply with manufacturer(s) recommendations and detailed specifications for the installation of the various equipment and machines. Various tolerances required as marked on the drawings and/or in accordance with the specifications and/or instructions of the Engineer-in-charge shall be maintained. Verticality shall be verified with the Total-station and shall be maintained.

67. Security and Security Arrangements

- (i) The Contractor shall provide adequate number of watch and ward personnel on round the clock basis with limited/restricted access to the site through gates manned by the Security personnel. The responsibility for safe custody of materials, works in progress, office of Employer/ Engineer-in-charge, building and all services etc. lies with the Contractor till handing over of the works to the Employer.
- (ii) The Contractor shall ensure adequate illumination of the worksite(s) on a continuous basis to ensure safe working and to avoid pilferage/theft of materials lying at the work site. The rates quoted shall be deemed to be inclusive of this scope and the Contractor is not entitled for any additional payment in this regard. This is to be implemented from start of work till handing over of the works to the Employer.
- (iii) The project site during execution shall be properly barricaded with Pre-coated sheets/ GI/ MS sheets of at least 3.0 meters height, as directed by the engineer in charge, with proper supports/ foundations in order to isolate the site from surroundings to avoid any disturbance and to avoid the entry of unauthorized personnel. Expenditure towards this activity is considered to be included in the quoted rates.
- (iv) The Contractor shall make adequate security arrangement for protection of the work

site and to prevent unauthorized entry to protect their materials and equipment in its own interest at no extra cost to the Employer.

- (v) If at any place/site, entry is restricted by the Employer, the Contractor shall then arrange to obtain through the Engineer-in-Charge, well in advance, all necessary entry permits/ gate passes for his staff and labourer and entry and exit of his men and materials shall be subject to vigorous checking by the security staff. The Contractor shall not be eligible for any claim or extension of time whatsoever on this account.
- (vi) The Contractor shall, at their own cost, construct their centralized store for safe keeping of the materials/equipment and for proper accounting of the material/ equipment being used in this project.

68. Works to remain Open to Inspection

- (i) All works executed or under the course of execution in pursuance of this contract shall at all times be open to inspection of the Engineer-in-charge.
- (ii) The work during its progress or after its completion may be inspected by the third party appointed by the Employer. The compliance of observations/ improvements suggested by the inspecting officers shall be obligatory on the part of the Contractor at his cost.

69. Set-Off of Contractor's Liabilities

The Engineer-in-charge shall have the right to deduct or set off the expenses incurred or likely to be incurred by it in rectifying the defects and/or any claim under this agreement against the Contractor from any or against any amount payable to the Contractor under this agreement including security deposit, defect liability and proceeds of performance guarantee.

70. Possession Prior to Completion

The Engineer-in-charge shall have the right to take temporary possession of any completed or use partially completed work or part of the work. Such possession or use shall not be deemed to be any acceptance of any work not completed in accordance with the contract agreement. If such prior possession or use by Engineer-in-charge delays the progress of work, an equitable adjustment in the time of completion will be made and the contract agreement shall be deemed to be modified accordingly. The decision of Engineer-in-charge in such case shall be final binding and conclusive on the Contractor.

71. Employment of Personnel

- (i) The Contractor shall employ his representatives and workmen after verifying their antecedents and loyalty. He shall ensure that no personnel of doubtful antecedents is associated with the works in any manner.
- (ii) In case the Engineer-in-charge observes misconduct, negligence or incompetence etc. on the part of any representative, agent and workmen or employees etc. of the

Contractor, the Engineer-in-charge shall be competent to instruct the Contractor to remove such engineer/ staff/ worker from the site without giving any reason to the Contractor and ask to provide suitable replacements. The decision of the Engineer-in-charge shall be final and binding on the Contractor. The Contractor shall not be allowed any compensation on this account.

72. Technical Staff for Work

- (i) The Contractor shall employ adequate number of technical staff at his cost during the execution of this work depending upon the requirement of work. For this purpose, the numbers to be deployed, their qualification and experience, as decided by Engineer-in-charge, shall be final and binding on Contractor. The Contractor shall not be entitled for any extra payment in this regard.
- (ii) The technical staff should be available at site to take instructions from the Engineer-in-Charge.
- (iii) The Contractor shall submit a site organizational chart and Resume, including details of experience of the Project-in-Charge and other staff proposed to be deployed by him. The technical team shall be deputed by the Contractor on the Project after getting approval from the Engineer-in-Charge.
- (iv) In case the Contractor fails to employ the staff as aforesaid, he shall be liable to pay a reasonable amount as defined in Special conditions of contract for each month of default in the case of each person. The decision of the Engineer-in-charge as to number of Technical Staff to be adequate for the project and the period for which the desired strength of technical staff was not employed by the Contractor and as to the reasonableness of the amount to be deducted on this account shall be final and binding on the Contractor.

73. Valuable Articles Found at Site

All gold, silver and other minerals of any description and all precious stones, coins, treasure, relics, antiques and all other similar things which shall be found in, under or upon the site shall be the property of the Employer.

74. Labour Laws - to be Complied with by the Contractor

- (i) The Contractor shall obtain a valid license under the Contract Labour (Regulation & Abolition) Act, 1970 and the Contract Labour Act (Regulation & Abolition) Central Rules 1971, as amended from time to time, and continue to have a valid license until the completion of the work including the defect liability period.
- (ii) The Contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the Building and other Construction Workers Welfare Cess Act, 1996 and its amendments, if any.
- (iii) The Contractor shall also comply with the provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.
- (iv) The Contractor shall not engage any labour below the age of 18 years under any

circumstances. The provisions under Child Labour (Prohibition and Regulation) Amendment Act, 2016 shall be strictly adhered to. In case of any non-compliance with the requirements of Labour laws, the Contractor shall be liable for all consequences or any penalty imposed in this regard.

74.1 Payment of Wages:

- (i) The Contractor shall pay to the labour employed by him either directly or through sub-Contractors, wages not less than fair wages as defined in the Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- (ii) The Contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wages to labour indirectly engaged on the work, including any labour engaged by his sub-Contractors in connection with the said work, as if the labour had been employed by him.
- (iii) The Contractor shall transfer/ credit the wages/ salary of all labourer/ workers preferably in their bank accounts. He shall be responsible for opening of bank accounts of all labourers/workers employed by the Contractor at the work site in this regard.
- (iv) In respect of all labour, directly or indirectly employed in the works for performance of the Contractor's part of this contract, the Contractor shall comply with Labour Regulations in regard to payment of wages, wage period, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable..
- (v) Under the provision of labour rules, the Contractor is bound to allow one-day rest for 6 days' continuous work and pay wages at the same rate as for duty to the labour directly or indirectly employed in the works. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labourer/ worker and pay the same to the persons entitled thereto from any money due to the Contractor.
- (vi) The Contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.
- (vii) The Contractor shall indemnify and keep the Employer indemnified against payments to be made under and for the observance of the laws aforesaid and the Labour Regulations without prejudice to his right to claim indemnity from his sub-Contractors.
- (viii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

74.2 Labour Safety Provisions

- (i) The Contractor shall be fully responsible to observe the labour safety provisions. The Contractor shall at his own cost take all precautions to ensure safety of life and property by providing necessary barriers, lights, watchmen etc. during the progress of work.
- (ii) In case of all labour, directly or indirectly employed in work for the performance on the Contractor's part of this contract, the Contractor shall comply with all rules framed by Government from time to time for the protection of health and sanitary arrangements for workers.

74.3 Observance of Labour Laws

- (i) The Contractor shall be fully responsible for observance of all labour laws, including the local laws and other laws, applicable in this matter and shall indemnify and keep the Employer indemnified against any adverse effect or non-observance of any such laws. The Contractor shall be liable to make payment to all its employees, workers and sub-Contractors and make compliance with labour laws. If the Employer or his authorized representative is held liable as "Principal Employer" to pay contributions etc. under legislation of Government or Court decision in respect of the employees of the Contractor, then the Contractor would be liable to reimburse the amount of such payments, contribution etc. to the Employer and/ or the same shall be deducted from the payments, security deposit etc. of the Contractor.
- (ii) The Contractor shall submit proof of having a valid EPF registration certificate. He shall within 7 days of the close of every month, submit a statement to the Employer showing the recoveries of contributions in respect of each employee employed by or through him and shall furnish to Employer such information as the Employer is required to furnish under the provisions of para 36B of the EPF Scheme 1952 to the EPF authorities and other information required by the EPFO authorities from time to time. He shall also submit a copy of challan every month in token of proof of having deposited the subscription and contribution of workers engaged on the project, if demanded by the Engineer-in-Charge.
- (iii) The Contractor shall also ensure the compliance of EPF Act, 1952 by the sub-Contractors, if any, engaged by the Contractor for the above said work.
- (iv) The Contractor shall indemnify and keep the Employer harmless from and against all actions, suits, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Employer by reasons of any act or omission of the Contractor, his agents or employees in connection with complying the provisions of the Employees Provident Fund & Miscellaneous Provisions Act, 1952 as amended from time to time. All sums payable by way of compensation/ damages/ interest on the outstanding amounts payable by the Contractor shall be considered as reasonable and be payable by the Contractor to the Employer immediately and if the Contractor does not pay the amount immediately the same will be deducted from the security deposit or earnest money or any other amount available with the Employer or any money payable to the Contractor by the Employer.

74.4 Minimum Wages Act

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

74.5 Labour Records

- (i) The Contractor shall submit a true statement of the following data by the 4th & 19th of every month to the Engineer-in-Charge, showing in respect of the second half of the preceding month and the first half of the current month respectively:

(a)	The number of the labourer employed by him (category-wise)	
(b)	Their working hours	
(c)	The wages paid to them	
(d)	The accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused.	
(e)	The number of female workers who have been allowed Maternity Benefits and the amount paid to them.	
(f)	Any other information required by Engineer-in-Charge	

- (ii) In the event of the Contractor(s) committing a default or breach of any of the provisions of the Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and Rules which is materially incorrect, the compensation imposed, if any, by the concerned Department will be recoverable from his dues.
- (iii) Should it appear to the Engineer-in-Charge that the Contractor is not properly observing and complying with the provisions of the Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R&A) Central Rules 1971, for the protection of health and sanitary arrangements for workers employed by the Contractor(s) (hereinafter referred as "the said Rules") the Engineer-in-Charge shall be competent to give a notice in writing to the Contractor requiring that the said Rules be complied with the amenities prescribed therein and shall be provided to the workers within a reasonable time to be specified in the notice.
- (iv) If the Contractor(s) fails to comply with the notice and observe the said rules within the period specified to provide the amenities to the workers as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the Contractor(s). The Contractor(s) shall erect, make and maintain at his/their own expense and in accordance with the approved standards all necessary huts and sanitary arrangements required for his/their work-people on

the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Engineer-in-Charge shall have the power to give notice in writing to the Contractor(s) requiring that the said huts and sanitary arrangements be remodelled and/or reconstructed according to approved standards. If the Contractor(s) fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the Contractor(s).

- (v) The Contractor shall provide his labourers with a sufficient number of huts (hereinafter referred to as the camp) at his own cost of the following specifications on a suitable plot of land:
 - (a) The minimum height of each hut at the eave's level shall be 2.10 m. (7 ft.) and the floor area to be provided will be at the rate of 2.70 sq m (30 Sqft.) for each member of the worker's family staying with the labourer.
 - (b) The Contractor shall in addition construct suitable cooking places having a minimum area of 1.80m x 1.50m (6'x5') adjacent to the hut for each family.
 - (c) The Contractor shall also construct temporary latrines and urinals, and bathing & washing places for the use of labour/ workers, which shall be at the rate one such facility for each 25 users (men and women to be counted separately), and separate latrines and urinals to be provided for women. These facilities shall be suitably screened.
- (vi) All the huts shall have walls of sun-dried or burnt-bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-Charge. In case of sun-dried bricks, the walls should be plastered with mud *gobri* on both sides. The floor may be *kutchra* but plastered with mud *gobri* and shall be at least 15 cm (6") above the surrounding ground. The roofs shall be laid with thatch, or any other materials as may be approved by the Engineer-in-Charge and the Contractor shall ensure that throughout the period of their occupation, the roofs remain water-tight.
- (vii) The Contractor(s) shall provide each hut with proper ventilation.
- (viii) All doors, windows, and ventilators shall be provided with suitable leaves for security purposes.
- (ix) There shall be kept an open space of at least 7.2 m. between the rows of huts, which may be reduced to 6 m. according to the availability of site with the approval of the Engineer-in-Charge. Back-to-back construction will be allowed.
- (x) Water Supply - The Contractor(s) shall provide adequate supply of water for the use of labourer. The provisions shall not be less than two gallons of pure and wholesome water per head per day for drinking purposes and three gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or river, tanks which may be of metal or masonry, shall be provided. The Contractor(s) shall also at his/ their own cost make arrangements for laying pipelines for water supply to his/ their labour camp from the existing mains wherever available, and shall pay all fees and charges thereof.

- (xi) Disposal of Excreta- The Contractor shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed, the Contractor shall make arrangements for the removal of the excreta through the Municipal Committee/authority and inform it about the number of labourers employed so that arrangements may be made by such Committee/authority for the removal of the excreta. All charges on this account shall be borne by the Contractor and paid directly by him to the Municipality/authority. The Contractor shall provide one sweeper for every eight seats in case of dry system.
- (xii) Drainage - The Contractor shall provide efficient arrangements to drain away sullage water so as to keep the camp neat and tidy.
- (xiii) The Contractor shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.
- (xiv) Sanitation - The Contractor shall make arrangements for conservancy and sanitation in the labour camps according to the Public Health and Medical Authorities.

75. Recovery of Compensation Paid to Workmen

In every case in which by virtue of the provisions of the Workmen's Compensation Act, 1923, Employer is obliged to pay Compensation to a workman employed by the Contractor, in execution of the works, Engineer-in-Charge/Employer will recover from the Contractor, the amount of the Compensation so paid from any sum due to the Contractor whether under this contract or otherwise.

76. Ensuring Payment and Amenities to Workers if Contractor Fails

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation & Abolition) Central Rules 1971, Employer is obliged to pay any amount of wages to workman employed by the Contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act or under the Labour Regulations, or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by Contractors, Employer will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred from any sum due by Employer to the Contractor whether under this contract or otherwise.

77. Change in Firm's Constitution to be intimated

Where the Contractor is a partnership firm, the prior approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu Undivided Family business concern such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership under agreement where the partnership firm would have the right to carry out the works hereby undertaken by the Contractor.

78. Indemnity Against Patent Rights

The Contractor shall fully indemnify the Employer and his authorized

representatives from and against all claims and proceedings for or on account of any infringement of any patent rights, design, trademark or name or other protected rights in respect of any construction plant, machine, work or material used for in connection with the works or temporary works.

79. Law Covering the Contract

This contract shall be governed by the Indian laws for the time being in force.

80. Laws, Bye-Laws Relating to the Work

The Contractor shall strictly adhere by the provisions of law for the time being in force relating to works or any regulations and bylaws made by any local authority or any water & lighting agencies or any undertakings within the limits of the jurisdiction of which the work is proposed to be executed. The Contractor shall be bound to give to the authorities concerned such notices and take all approvals as may be provided in the law, regulations or bylaws as aforesaid, and to pay all fees and taxes payable to such authorities in respect thereof.

81. Jurisdiction

The agreement shall be executed at Gurugram on non-judicial stamp paper purchased in Gurugram and the courts at Gurugram alone will have jurisdiction to deal with matters arising there from, to the exclusion of all other courts.

82. Contractor Liable for Damages, Defects During Defect Liability Period

If the Contractor or his working people or servants shall break, deface, injure, or destroy any part of the building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work, he shall, upon receipt of a notice in writing from Engineer-in-Charge on that behalf, make the same good at his own expense or in default, the Engineer-in-Charge shall cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the Contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof.

83. Resolution and Settlement of Disputes & Arbitration

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same, whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

- (i) If the Contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge or if the Engineer-in-Charge considers any act or decision of the Contractor on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable and is disputed, such party shall promptly within 15 days of the arising of the disputes, request as under.
 - (a) Dispute to be put up before the Employer for resolution.
 - (b) If the resolution fails, the matter be put up before the Conciliation Committee to be appointed by the Employer.
 - (c) If the conciliation also fails, the Contractor may request for the appointment of arbitrator under intimation to the other party.
 - (d) On receipt of such request, the Employer may appoint a sole arbitrator for adjudication of the dispute(s).
- (ii) It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed, if any, in respect of each such dispute along with the notice for appointment of arbitrator.
- (iii) The parties shall share the Arbitration fees equally. In case there is no finalization of place of arbitration, the Arbitral Tribunal shall determine the place of arbitration. The venue of the arbitration shall be such place as may be fixed by the Arbitral Tribunal in consultation with both the parties. Failing any such agreement, the Arbitral Tribunal shall decide the venue.

84. Action where no Specifications are prescribed

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

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SECTION - 4
Forms and Format

Format-I

Declaration by the bidder regarding bidding document

1. I/ We_____ (Name of the Bidder) hereby represent that we have gone through and understood the Bidding Documents (including but not limited to) the Commercial & Technical Requirements/ Specifications and that our Bid has been prepared accordingly in compliance with the requirements stipulated in the said documents.
2. I/ We are submitting the **Table of Contents of Bidding Documents and amendments, if any**, as part of our Bid duly signed and stamped on each page in token of our acceptance. We are not submitting the total Bidding Document as part of our Bid but undertake that said Bidding Document shall be deemed to form part of our Bid and in the event of award of work to us, all parts shall be considered for constitution of the Contract Agreement. Further, I/ We shall sign and stamp each page of these documents as a token of Acceptance and as a part of the Contract in the event of award of Contract to us.

Signed for and on behalf of <bidder's name>
<Name of the Signatory>
Authorized Representative of the Bidder

Place: _____

Date:

Format-II

Letter of Waiver (on Letter-head of the Bidder)

1. I/ We_____<Bidder's Name>_____hereby agree to fully comply with, abide by and accept without variation, deviation or reservation, all technical, commercial and other conditions whatsoever of the Bidding Document including Addenda (if any).
2. I/ We further hereby waive, withdraw and abandon any and all deviations, variations, objections or reservations whatsoever thereto here to-before set out, given or indicated in our offer, clarifications, correspondence, communications, or otherwise, with a view that the price bid submitted shall be treated to conform in all respects with the terms and conditions of the said Bidding Documents including all Addenda.
3. I/ We further hereby confirm that the prices quoted in the price bid are as per the provisions of the Bidding Document and there is no deviation in the price bid.

Signed for and on behalf of <bidder's name>
<Name of the Signatory>
Authorised Representative of the Bidder

Place: _____

Date: _____

Undertaking for Non-engagement of Child Labour

I/ We hereby declare that:

- (i) We are committed to elimination of child labour in all its forms.
- (ii) Neither we nor any of our nominated sub-contractor(s) are engaging Child Labour in any of our work(s) in terms of the provisions of The Child Labour (Prohibition and Regulation) Act, 1986 and other applicable laws.
- (iii) We, as well as our nominated sub-contractor(s), undertake to fully comply with provisions of The Child Labour (Prohibition and Regulation) Act, 1986 and other applicable labour laws in case the work is awarded to us.
- (iv) It is understood that if I/We, either before award or during execution of Contract, commit a transgression through a violation of (ii) and (iii) above or in any other form, such as to put my/our reliability or credibility in question, the Employer is entitled to disqualify us from the Tender process or terminate the Contract, if already executed or exclude me/us from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression as determined by the Employer. Such exclusion may be for a period of 1 year to 3 years as per the procedure prescribed in the guidelines for holiday listing of the Employer.
- (v) I/ We accept and undertake to respect and uphold the Employer's absolute right to resort to and impose such exclusion.

Signed for and on behalf of <bidder's name>
<Name of the Signatory>
Authorised Representative of the Bidder

Place: _____

Date: _____

Form for submission of Pre-bid queries by the bidders

[illegible]

Place:
Dated:

**(Name & Signature of the Bidder
or his authorised representative)**

Application for Extension of Time

(To be submitted by the Contractor)

1.	Name of the Contractor			
2.	Name of the work as given in the Agreement			
3.	Agreement No.			
4.	Estimated amount put to tender			
5.	Date of commencement of work as per agreement			
6.	Period allowed for completion of work as per agreement			
7.	Date of completion stipulated as per agreement			
8.	Period for which extension of time has been given previously: Extension Granted earlier:			
	a)	First extension vide Engineer-in-charge letter No... ..date	Months	Days
	b)	2nd extension vide Engineer-in-charge letter No..... date	Months	Days
9.	Reasons for which extension have been previously given (copies of the previous application should be attached)			
10.	Period for which extension is applied for:			
11.	Hindrances on account of which extension is applied for with dates on which hindrances occurred, and the period for which these are likely to last - a) Serial No. b) Nature of hindrance c) Date of Occurrence d) Period for which it is likely to last e) Period for which extension required for this particular hindrance. f) Over lapping period, if any, with reference to item g) Net extension applied for h) Remarks, if any			

12.	Total period for which extension is now applied for on account of hindrances mentioned above	Month/ days
13.	Extension of time required for extra work.	
14.	Details of extra work and on the amount involved: a) Total value of extra work b) Proportionate period of extension of time based on estimated amount put to tender on account of extra work.	
15.	Total extension of time required for 11 & 12	

Submitted in the office of the Engineer-in-Charge.

Signed for and on behalf of <bidder's name>
<Name of the Signatory>
Authorized Representative of the Bidder

Place: _____

Date: _____

Performa of Bank Guarantee in lieu of EMD

(Judicial Stamp paper of appropriate value as per stamp Act of respective state)

Employer/PMC,

1. In consideration of the Employer/PMC, having its Registered Office at _____(hereinafter called "Employer/PMC" which expression shall, unless repugnant to the subject or context, include its successors and assigns) having issued Notice Inviting Tender No. _____and M/s. _____ having its Registered Office at _____(hereinafter called the "Tenderer") is to participate in the said tender for _____.
2. Whereas the Employer/PMC, as a special case, has agreed to accept an irrevocable and unconditional Tender Bond Guarantee for an amount of Rs. _____, valid up to _____from the tenderer in lieu of Cash Deposit of Rs. _____required to be made by the tenderer, as a condition precedent for participation in the said tender.
3. We the (hereinafter called the "BANK") having its Registered Office at _____ and branch office at _____, do hereby unconditionally and irrevocably undertake to pay to the Employer/PMC immediately on demand in writing, without any demur/ protest, any amount but not exceeding Rs. _____ and any such demand made by the Employer/PMC shall be conclusive and binding on us irrespective of any dispute or differences that may be raised by the tenderer. Any change in the constitution of the tenderer or the Bank shall not discharge our liability under this Guarantee.
4. We, the _____Bank, lastly undertake not to revoke this guarantee during its currency without the prior consent of the Employer/PMC in writing and this guarantee shall remain valid up to _____upon expiry of which, we shall be relieved of our liability under this guarantee thereafter.

For and on behalf of the Bank

Place:
Dated:

Witness.

1.

2.

Performa of Bank Guarantee (Performance)

(Judicial Stamp paper of appropriate value as per stamp Act of respective state)

Employer/PMC,

1. Whereas the Employer/ PMC, having its Registered Office at _____ (hereinafter called "Employer/PMC", which expression shall include its successors and assigns) having awarded a work order/contract / supply order No. dated _____ (hereinafter called the contract) to M/s _____ (hereinafter called the contractor/ supplier) at a total price of Rs. _____ subject to the terms and conditions contained in the contract.
2. Whereas, the terms and conditions of the contract require the contractor to furnish a bank guarantee for Rs. _____ (Rupees _____) being _____ % of the total value of the contract for proper execution and due fulfilment of the terms and conditions contained in the contract.
3. We, the Bank, (hereinafter called the "Bank") do hereby unconditionally and irrevocably undertake to pay to the Employer/PMC immediately on demand in writing and without protest/or demur all moneys payable by the contractor/ supplier to the Employer/PMC in connection with the execution/ supply of and performance of the works/ equipment, inclusive of any loss, damages, charges, expenses and costs caused to or suffered by or which would be caused to or suffered by Employer/PMC by reason of any breach by the contractor/ supplier of any of the terms and conditions contained in the contract as specified in the notice of demand made by Employer/PMC to the bank. Any such demand made by Employer/PMC on the bank shall be conclusive evidence of the amount due and payable.
4. This guarantee shall be a continuing guarantee and irrevocable for all claims of the Employer/PMC as specified above and shall be valid during the period specified for the performance of the contract.
5. We, the said bank, further agree with the Employer/PMC that the Employer/PMC shall have the fullest liberty, without our consent and without affecting in any manner our obligations and liabilities hereunder, to vary any of the terms and conditions of the said contract or to extend time for performance of the contract by the contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by Employer/PMC against the contractor/supplier under the contract and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variations or extension being granted to the contractor or for any forbearance, act or omission on the part of Employer/PMC or any indulgence by Employer/PMC to the contractor or by any such matter or thing, whatsoever, which under the law relating to the sureties would, but for this provision, have effect of so relieving us.

6. This guarantee/undertaking shall be in addition to any other guarantee or security whatsoever Employer/PMC may now or at any time have in relation to the performance of the works/ equipment and the Employer shall have full re-course to or enforce this security in performance to any other security or guarantee which the Employer/PMC may have or obtained and there shall be no forbearance on the part of the Contractor in enforcing or requiring enforcement of any other security which shall have the effect of releasing the Bank from its full liability. It shall not be necessary for Employer/PMC to proceed against the said contractor/supplier before proceeding against the Bank.
7. This guarantee/ undertaking shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the supplier/ contractor, but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to Employer/PMC are paid by the Bank in terms thereof.
8. The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee and the obligations of the bank in terms hereof shall not be otherwise effected or suspended by reasons of any dispute or disputes having been raised by the supplier/ contractor (whether or not pending before any Arbitrator, Tribunal or Court) or any denial of liability by the supplier/ contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to Employer/PMC in terms hereof.
9. We, the said Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of Employer/PMC in writing, upon expiry of which we shall be relieved from all liabilities under this guarantee thereafter.
10. Signed this _____ day of _____ at _____.

For and on behalf of the Bank

(Signature, name and Designation of the Signatory
along with the Bank Seal)

WITNESS.

1.

2.

Performa of Bank Guarantee

(For mobilization advance)

(Judicial Stamp paper of appropriate value as per stamp Act of the respective state)

Employer/PMC,

1. In consideration of the Employer/PMC, having its Registered Office at _____ (hereinafter called "Employer/PMC", which expression shall unless repugnant to the subject or context include its successor and assigns) having agreed under the terms and conditions of Contract No. _____ dated _____ made between _____ and the Employer/PMC in connection with _____ (hereinafter called "the said contract") to make at the request of the Contractor a Mobilization Advance of Rs. _____ for utilizing it for the purpose of the Contract on his furnishing a guarantee acceptable to Employer/PMC, we the _____ Bank Ltd. (hereinafter referred to the "the said Bank") and having our registered office at _____ do hereby guarantee the due recovery by Employer/PMC of the said advance as provided according to the terms and conditions of the Contract.
2. We, the said Bank, do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Employer/PMC stating that the amount claimed is due to the Employer/PMC under the said Agreement. Any such demand made on the _____ shall be conclusive as regards the amount due and payable by the _____ under this guarantee and _____ agree that the liability of the _____ to pay the amount so demanded to the Employer/PMC, shall be absolute and unconditional notwithstanding any dispute or disputes raised by the Contractor and notwithstanding any legal proceeding(s) pending in any Court or Tribunal relating thereto. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____, which shall be valid up to _____.
3. We, _____ Bank further agree that Employer/PMC shall be the sole judge of and as to whether the amount claimed has fallen due to the Employer/PMC under the said agreement or whether the said Contractor has not utilized the said advance or any part thereof for the purpose of the Contract and the extent of loss or damage caused to or suffered by Employer/PMC on account of the said advance together with interest not being recovered in full and the decision of Employer/PMC that the amount has fallen due from contractor or the said Contractor has not utilized the said advance or any part thereto for the purpose of the contract and as to the amount or amounts of loss or damage caused to or suffered by Employer/PMC shall be final and binding on us.
4. We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect till the said advance has been fully recovered and its claims satisfied or discharged and till the Employer/PMC certify that the said advance has been fully recovered from the said contractor and, accordingly, discharges this

Guarantee subject, however, that Employer/PMC shall have no claims under this Guarantee after the said advance has been fully recovered, unless a notice of the claims under this Guarantee has been served on the bank before the expiry of the said Bank Guarantee in which case the same shall be enforceable against the Bank.

5. The Employer/PMC shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or indemnity from time to time to vary any of the terms and conditions of the said Contract or the advance or to extend time of performance by the said Contractor or to postpone for any time and from time to time of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of terms and conditions governing the said Contract or the advance or securities available to the Employer/PMC and the said Bank shall not be released from its liability under these presents by any exercise by Employer/PMC of the liberty with reference to the matters aforesaid or by reasons of time being given to the said Contractor or any other forbearance, act or omission on the part of Employer/PMC or any indulgence by Employer/PMC to the said Contractor or of any other matter or thing whatsoever which under sureties the law relating to would but for this provision have the effect of so releasing the bank from its such liability.
6. It shall not be necessary for Employer/PMC to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which Employer/PMC may have obtained or obtain from the Contractor or shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized.
7. We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of Employer/PMC in writing and agree that any change in the constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.
8. Signed this _____ day of _____ at _____.

For and on behalf of the Bank

(Signature, name and Designation of the Signatory
along with the Bank Seal)

WITNESS.

1.

2.

Performa for Bank Guarantee

(in lieu of Security Deposit)

(Judicial Stamp paper of appropriate value as per Stamp Act of respective state)

Employer/PMC,

- A. In consideration of the Employer/PMC, having its Registered Office at _____ (hereinafter called "Employer/PMC"), which expression shall include its successors and assigns, having awarded to M/s _____ (hereinafter called "the Supplier/ Contractor"), which expression shall wherever the subject or context so permits includes its successors and assigns, a Contract in terms inter-alia of Employer/PMC's letter No. _____ dated _____ and the Contract/ Purchase Conditions of the Employer/ PMC with the condition of the Contractor/ Supplier furnishing a Bank Guarantee to secure the performance of Contractor's/ Supplier's obligations and /or discharge of the contractor's/ supplier's liability under and/or in connection with the said supply/ contract up to a sum of Rs. _____ (Rupees _____ only).
- B. We, _____, ((hereinafter called "the Bank"), which expression shall include its successors and assigns, hereby undertake and guarantee payment to Employer/ PMC forthwith on the same day on demand in writing and without any protest or demur of any and all moneys payable by the supplier/contractor to the Employer/PMC under, in respect or in connection with the said contract inclusive of all the losses, damages, costs, charges and expenses and other moneys payable in respect of the above as specified in any notice of demand made by Employer/PMC to the Bank with reference to this guarantee up to and aggregate limit of Rs. _____ (Rupees _____ only) and the Bank hereby agree with Employer/PMC that:
1. This Guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Employer/PMC and liabilities of Supplier/ Contractor arising up to and until midnight of _____;
 2. This Guarantee shall be in addition to any other Guarantee or Security whatsoever that Employer/PMC now or at any time have in relation to the Supplier's/ Contractor's obligations/ liabilities under and/or in connection with the said supply/contract, and the Employer/PMC shall have full authority to take recourse or to enforce this Security in preference to any other Guarantee or Security which the Employer/PMC may have or obtain and no forbearance on the part of Employer/PMC in enforcing or requiring enforcement of any other Security shall have the effect of releasing the Bank from its liability hereunder;
 3. The Employer/PMC shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other security in respect of the Supplier's/Contractor's obligations and/ or liabilities under or in connection with the said supply/contract or to grant time and / or indulgence to the supplier/

- contractor or to increase or otherwise vary the prices or the total contract value or to release or to forbear from enforcement of all or any of the conditions under the said supply/ contract and/or the remedies of the Employer/PMC under any other security/securities now or hereafter held by Employer/PMC and no such dealings, increase(s) or other indulgence(s) or arrangement(s) with the supplier/ contractor or releasing or forbearance whatsoever shall have the effect of releasing the Bank from its full liability to Employer/PMC hereunder or prejudicing rights of Employer/ PMC against the Bank;
4. This Guarantee shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the supplier/ contractor but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to the Employer/PMC in terms thereof;
 5. The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee and the obligations of the Bank in terms hereof shall not be otherwise affected or suspended by reason of any dispute or disputes having been raised by the supplier/ contractor (whether or not pending before any Arbitrator, Tribunal or Court) or any denial or liability by the supplier/ contractor stopping/ preventing or purporting to stop or prevent any payment by the Bank to Employer/PMC in terms thereof;
 6. The amount stated in any notice of demand addressed by Employer/PMC to the Guarantor as liable to be paid to the Employer/PMC by the supplier/contractor or as suffered or incurred by Employer/PMC on account of any losses or damages, costs, charges and/or expenses shall as between the Bank and Employer/PMC be conclusive of the amount so liable to be paid to the Employer/PMC or suffered or incurred by Employer/PMC as the case may be and payable by the Guarantor to the Employer/PMC in terms hereof subject to a maximum of Rs_____ (Rupees _____ only);
 7. Unless demand or claim under this Guarantee is made on the Guarantor in writing within three months from the date of expiry of the Guarantee i.e. up to the Guarantor shall be discharged from all liabilities under this Guarantee there under;
 8. Notwithstanding anything contained hereinbefore, our liability under this guarantee is restricted to Rs. _____ (Rupees _____ only). This guarantee will expire on _____. Any claim under this Guarantee must be received by us within three months from the date of expiry.
 9. Signed this _____ day of _____ at _____.

For and on behalf of the Bank

(Signature, name and Designation of the Signatory
along with the Bank Seal)

WITNESS.

- 1.
- 2.

Form for Guarantee Bond for anti-termite Treatment

THIS AGREEMENT is made this_____day of_____at_____between:

M/s_____ (hereinafter called the guarantor) of the one part;

and

M/s Employer/ PMC, hereinafter called the Employer/PMC of the other part, which expression shall include its successors or assigns, more particularly the Resident Welfare Association (RWA) of the said complex.

This agreement witnesses as under:

1. Whereas this agreement is supplementary to the contract hereinafter called the Main Contract dated_____between the guarantor of the one part and the Employer/PMC of the other part whereby the contractor, inter-alia, is understood to render the buildings and structures in the said contract recited, completed, termite proof.
2. And whereas the guarantor agreed to furnish a guarantee to the effect that the said structure will remain termite proof for TEN YEARS to be so reckoned from the date of issue of Completion Certificate of the Contract by the Employer/ PMC;
3. During this period of guarantee, the guarantor shall make good all defects and for that matter shall replace at his risk and cost such wooden member(s) as may be damaged by termite and in case of any other defect being found, he shall render the building termite- proof at his cost to the satisfaction of the Engineer-in-charge and shall commence the works of such rectification within seven days from date of issuing notice from the Engineer-in-Charge, and later the manager concerned from the concerned RWA, calling upon him to rectify the defects falling which the work shall be got done by Employer/PMC/ Employer by some other contractor at the guarantor's cost and risk and in the latter case the decision of the Engineer-in-charge as to the cost recoverable from the guarantor shall be final and binding.
4. That if the Guarantor fails to execute the Anti-Termite treatment or commits breaches hereunder, then the Guarantor will indemnify Employer/PMC against all losses damages, costs, expenses or otherwise which may be incurred by him by reasons of any default on the part of the guarantor in performance and observance of this supplemental Agreement. As to the amount of loss and or damage and/or cost incurred by Employer/PMC, decision of the Engineer-in-charge will be final and binding on the parties.
5. In witness where of these presents have been executed by the Guarantor _____ and by _____
for and on behalf of Employer/PMC on the day of month and year first above written.

For and on Behalf of the Guarantor	For and on behalf of the Employer/ PMC
<Signature>	<Signature>
<Name and Address of the Authorised Signatory>	<Name and Address of the Authorised Signatory>
Witnesses	
1.	1.

Draft for Guarantee to be executed by the Contractor for removal of defects after completion in respect of Water-proofing works

This agreement made on this ____ day of_____, Two thousand Twenty Two between_____(hereinafter called Guarantor of the one Part) and the Employer/ PMC (hereinafter called the Execution Agency of the other Part).

- A. WHEREAS this agreement is supplementary to a contract (hereinafter called the Contract) dated_____made between the GUARANTOR of the ONE Part and the Employer/ PMC of the Other Part, whereby the Contractor, inter-alia, undertook to render the buildings and structures in the said contract recited completely water and leak proof.
- B. AND WHEREAS the Guarantor agreed to give a guarantee to the effect that the said structures will remain water and leak proof for a period of Ten years from the date of issue of Completion Certificate by the Employer.

NOW, THE GUARANTOR hereby guarantees that the water-proofing treatment given by him will render the structures completely leak- proof and the minimum life of such water-proofing treatment shall be Ten years to be reckoned from the date of issue of Completion Certificate of the building/ project by the Employer/PMC as prescribed in the contract.

Provided that the Guarantor will not be responsible for leakage caused by earthquake or structural defects or misuse of roof or alteration and for such purpose.

- (a) Misuse of roof shall mean any operation, which will damage water-proofing treatment, like chopping of fire wood and things of the same nature which might cause damage to the roof.
- (b) Alternation shall mean construction of an additional storey or a part of the roof or construction adjoining to existing roof whereby proofing treatment is removed in parts.
- (c) The decision of the Engineer-in-Charge with regard to cause of leakage shall be final.

That this Agreement, inter alia, provides for the following:

1. During this period of guarantee, the Guarantor shall make good all defects, in case of any defect being found, and render the building completely water-proof to the satisfaction of the Engineer-in-Charge at his cost. The Guarantor shall commence the work for such rectification within seven days from the date of issue of notice by the Engineer-in-Charge calling upon him to rectify the defects, failing which the work shall be got done by the Employer/ PMC from some other Contractor at the guarantor's cost and risk. The decision of Engineer- in-Charge as to the cost, payable by the Guarantor, shall be final and binding.
2. That if the Guarantor fails to execute the waterproofing or commits any breach

thereunder, then the Guarantor will indemnify the principal and his successors against all laws, damage, cost, expense or otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/or damage and/or cost incurred by the Employer/PMC, the decision of the Engineer-in-Charge will be final and binding on the parties.

3. IN WITNESS WHEREOF these presents have been executed by the Obligator _____ and by _____ and for and on behalf of the Employer/PMC on the day, month and year first above written.

For and on Behalf of the Guarantor	For and on behalf of the Employer/ PMC
<Signature>	<Signature>
<Name and Address of the Authorised Signatory>	<Name and Address of the Authorised Signatory>
Witnesses	Witnesses
1.	1.
2.	2.

**Performa for
Indenture for Secured Advance or Credit**

THIS INDENTURE made this_____day of _____

Between

The Contractor, which expression shall where the Context as admits or implies be deemed to include his executor/ administrators and assigns of the one part;

And

The Employer/PMC, having its Registered Office at _____
(represented trough the Engineer-in-Charge), which expression shall where the context so admits or implies be deemed to include its successors and assign of the other part;

Whereas by an agreement dated (hereinafter called the said agreement), the Contractor has agreed to construct_____;

And whereas the Contractor has applied to the Engineer-in-Charge that he may be or be given credit for materials brought by him to the site of the work subject to the said agreement for use in construction of the work.

NOW. THIS INDENTURE Witnesseth that in pursuance of the said agreement and in consideration of the sum of Rs._____ (Rupees_____only) paid to the contractor by the Engineer-in-Charge, the receipt whereof the Contractor hereby acknowledges and of such advance or credit (if any) as may be made to him as aforesaid, the Contractor hereby covenants and agrees with the Engineer-in-Charge and declares as follows:

1. That all sums given as advance or credit by the Engineer-in-Charge to the Contractor as aforesaid shall be employed by the Constructor in or toward the execution of the said works and for no other purpose whatsoever.
2. That the material for which the advance or credit is given are offered to and accepted by the Engineer-in-Charge as security and are absolutely the Contractor's own property and free from encumbrances of any kind. The Contractor will not make any application for or receive further advance or credit on the security or material which are not absolutely his own property and free from encumbrances of any kind and the Contractor shall indemnify the Engineer-in-Charge against any claims to any material in respect of which advance or credit has been made to him as aforesaid.
3. That the said material and all other material on the security of which any further advance or advances or credit may be given as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Engineer-in-Charge and in terms of said agreement.
4. That the Contractor shall make all necessary and adequate arrangements for the proper safe custody and protection at his own cost against all risks qua the said

material and, that until used in the construction as aforesaid, the material shall remain at the site of the said works in t h e Contractor's custody and on his responsibility and shall at all times be open to inspection by the Engineer-in-Charge. In the event of the materials or any part thereof being stolen, destroyed or damaged or getting deteriorated, the Contractor will replace the same with other materials of like quality or repair and make good the same as required by the Engineer-in-Charge.

5. That said material shall not on any account be removed from the site of work expect with the written permission of the Engineer-in-Charge.
6. That the advance shall be repayable in full when or before the Contractor receives payment from the Engineer-in-Charge of the price payable to him for the said work under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done then on the occasion of each payment, the Engineer-in-Charge will be at liberty to make a recovery from the Contractor's bill from such payments by deducting therefrom the value of the said materials than actually used in the construction and in respect of which recovery has not been made previously. The value of this purpose being determined in respect of each description of materials at the rates at which the amounts of the advance as made under these presents was calculated.
7. That if the Contractor shall at any time make any default in the performance of observance in respect of any of the terms and provisions of the said agreement or of that provisions the total amount of the advance or advances that may still be owing to the Engineer-in-Charge, shall immediately on the happening of such default be repayable by the Contractor to the Engineer-in-Charge together with interest thereon at 12% p.a. from the date of respective dated to such advance or advances to the date of payment and with all costs. Damages and expenses incurred by the Engineer-in-Charge in or for recovery hereof or the Contractor hereby covenants and agrees with The Engineer to repay and pay the same respective to him accordingly.
8. That the Contractor hereby charges all the said materials with the repayment to The Engineer of all sums advances or credit as aforesaid and all costs. Charges, damages and expenses payable under these presents PROVIDED ALWAYS it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and wherever the covenant for payment and repayment herein before contained shall be become enforceable and the money owing shall not be paid in accordance therewith. The Engineer may at any time thereafter adopt all or any of the following courses he may deem best:
 - (i) Seize the utilize the said material or any part thereof in the completion of the said works in accordance with the provision in that behalf contained in the said agreement debating the Contractor with the actual cost of effecting such completion and the amount due in respect of advance or credit under these presents and crediting the Contractor with value of work done as if he has carried it out in accordance with the said agreement and the rates thereby provided if the balance is against the Contractor is to pay the same to the engineer on demand.

- (ii) Remove and sell by public action the seized materials or any part thereof and out of the money arising from the sale repay the engineer under these presents and pay over the surplus (if any) to the Contractor.
 - (iii) Deduct all or any part of the moneys owing from any sums due to the contractor under said agreement.
9. Expect in the event of such default on the part of contractor as aforesaid, interest on the said advance shall not be payable.
10. That in the event of conflict between the provisions of these presents and the said agreements, the provision of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents, the settlement of which has not been hereinbefore expressly provided for the same shall so far as is lawful be subject to jurisdiction of Delhi courts only.

IN WITNESS whereof the said the engineer and the contractor hereunto set their respective hands and seals the day year first above written.

Signed Sealed and delivered by

Contractor

Undertaking by the Contractor regarding Compliance with the provisions of Contract Labour (Regulation & Abolition) Act & Rules, EPF and ESI Obligations

(To be submitted along with each RA/Final Bill)

I, S/o Sh. _____, authorised representative of M/s _____ <the Contractor> _____ do hereby declare and undertake as under:

- (i) That in the capacity of independent Contractor for M/s _____ <Employer/PMC> _____ at _____, I and the sub-contractor engaged by me for the above said work, if any, have complied with the provisions of Contract Labour (Regulation & Abolition) Act, 1970 by holding a valid license under the Act and Rules thereto. I have paid the wages **for the month of** _____.
- (ii) These wages are not less than the minimum rates applicable to all the employees and no other dues are payable to any employee.
- (iii) That I and the sub-contractor engaged by me for the above said work, if any, have covered all the eligible employees under the Employees Provident Funds and Miscellaneous Provisions Act, 1952 and the Employees State Insurance Act, 1948 and deposited the Contributions for the months up to _____ and, as such, no amount towards EPF/ESI contributions, whatsoever is payable, is pending.
- (iv) I further declare and undertake that in case any liability pertaining to my employees or towards employees of the sub-contractor engaged by me for the above said work, if any, arises in future, I shall be fully responsible for all consequences. In case any liability is discharged by Employer/PMC due to my/ my sub-contractor's lapse, I undertake to reimburse the same or the Employer/PMC is authorised to deduct the same from my dues at this Project or at any other Project.

**Authorised Signatory
(Name & Seal of Company)**

Date

Witness

1. -

2. -

Approval of Sub-Contractor

1.	Name of Main Contractor	
2.	Name of Work, Location	
3.	Name of Proposed Sub- Contractor	
4.	Scope of Work Proposed to be Sub-contracted (Brief)	
5.	Estimated Value of the Proposed Work to be Sub-Contracted (INR)	
6.	Qualifying Criteria for Sub-Contractor	
6.1	Similar Work Experience	
(i)	1 (One) Contract of 50% or 2 (Two) Contracts of 30% Each of Estimated Value of Proposed Work to be Sub-Contracted	
(ii)	Annual Turnover (Not Less Than 100% of Estimated Value of the Proposed Work to be Sub-Contracted)	
(iii)	Positive Net Worth as per latest Annual Balance Sheet/ Profit & Loss Account	
7	Experience and Financial Details of Proposed Sub-Contractor	
(i)	Contract Value of Similar Work Executed (as Evidenced by Work Order & Completion Certificate) during the Last 7 Years	
(ii)	Maximum Annual Turnover During Last 3 (Three) Years (as Evidenced by Balance Sheet)	
(iii)	Net Worth as per latest Annual Balance Sheet/ Profit & Loss Account	
8	Criteria for Qualification of Sub-Contractor	
(i)	Sl. No. 7(i) > 6(i)	YES / NO
(ii)	Sl. No. 7(ii) > 6(ii)	YES / NO
(iii)	Sl. No. 7(iii)>0	YES / NO
9.	Based On Above Mentioned Information, We M/S _____(Name Of Main Contractor) Propose M/S _____(Name Of Proposed Sub-Contractor) As Our Sub-Contractor For The Above Mentioned Works. We Understand That Notwithstanding Above Approval, We Shall Remain Fully Responsible For The Performance Of The Said Sub-Contractor And Any Failure Of The Sub-Contractor Shall Not Absolve/Relieve Us Of Our Responsibility To Complete The Works As Per The Terms And Condition Of The Contract.	

Note: Contractor to fill all the details in the above proforma. Further Contractor shall also fill-in the details at SI.No.5 above based on the estimated value of the proposed work to be subcontracted.

(STAMP & SIGNATURE OF CONTRACTOR)