



**INDIAN INSTITUTE OF FOREIGN TRADE
KOLKATA CAMPUS**

(AN AUTONOMOUS INSTITUTION OF MINISTRY OF COMMERCE & INDUSTRY,
GOVERNMENT OF INDIA)
1583 Madurdaha, Ward-108, Borough-XII, Chowbaga Road, Kolkata-700107,
Phone no: 033 3501 4500/4600
Email:engkol@iift.edu, Website: www.iift.edu

NOTICE INVITING TENDER

**(NIT NO.: IIFT(K)/NIT/FACULTY/7, 8 & DIN/2022-23/H-01dated
10/06/2022)**

Sealed Tenders are invited for “Construction of Hostel Rooms of 7th & 8th floor of Faculty Block and Dining Hall at existing Ground Floor of Hostel Block, executing all Civil & Electrical works, percentage rate tender basis at IIFT, Kolkata Campus”.

The Last Date of submission of Tender is **01/07/2022** (Up to 3.00P.M.)

Corrigendum / Addendum, if any shall be intimated through letter.

**INDIAN INSTITUTE OF FOREIGN TRADE
KOLKATA CAMPUS**

(AN AUTONOMOUS INSTITUTION OF MINISTRY OF COMMERCE & INDUSTRY, GOVERNMENT OF INDIA).
1583 Madurdaha, Ward-108, Borough-XII, Chowbaga Road, Kolkata-700107,
Phone no:- 033 3501 4500/4600
Email:engkol@iift.edu, Website: www.iift.edu

NOTICE INVITING TENDER

IIFT (K) invites online percentage rate open tenders from experienced and eligible Contractors for “Construction of Hostel Rooms of 7th & 8th floor of Faculty Block and Dining Hall at existing Ground Floor of Hostel Block, executing all Civil & Electrical works, percentage rate tender basis at IIFT, Kolkata Campus as per the schedule as under:-

I.	Tendering Document No.	IIFT(K)/NIT/FACULTY/7, 8 & DIN /2022-23/H-01 dated 10/06/2022)
II.	Name of the Work.	Construction of Hostel Rooms of 7 th & 8 th floor of Faculty Block and Dining Hall at existing Ground Floor of Hostel Block, executing all Civil & Electrical works, percentage rate tender basis at IIFT, Kolkata Campus as per the schedule items as state in Part-II.
III.	Brief Scope of Work.	The scope of work covered Civil & Electrical Works including Dismantling, Brick work, R.C.C. Plastering, Painting, Flooring, Wall Tiles, Roofing, Doors, Windows, Carpentry, Plumbing, Sanitary, Aluminium interior walls, P.V.C Flooring & Electrical works.
IV.	Estimated cost	Rs. 53.3 Lakhs.
V.	Period of Completion.	04 Months.
VI.	Defect Liability Period.	12 (Twelve) Months.
VII.	Performance Security Deposit.	Rupees of 5% of the Tender value.
VIII.	Earnest Money Deposit.	Bid Security Declaration is needed.
IX.	Non-refundable cost of Tender document.	N.A
X.	Non-refundable cost of e-Tender processing fee.	N.A
XI.	Pre-Tender Meeting & Venue.	16/06/2022 at 3:30 P.M.
XII.	Last date & time of submission of Bid.	Up to 01/07/2022 by 3.00 P.M.
XIII.	Period during which hard copy in original of EMD, Cost of Tender Document, E-Tender fee, Letter of Acceptance of Tender conditions	Up to 01/07/2022 by 3.00 PM on or before the date of opening of Technical Bid. INDIAN INSTITUTE OF FOREIGN TRADE,

	unconditional, enlistment order of the contractor and other documents as per NIT shall be submitted	KOLKATA CAMPUS. 1583 Madurdaha, Ward-108, Borough-XII, Chowbaga Road, Kolkata-700107. Phone no:- 033 3501 4500/4600
XIIV.	Date & Time of Opening of Technical Tender.	01/07/2022 at 4:00 P.M.
XV.	Date & Time of Opening of Financial Bid.	To be intimated later.
XVI.	Validity of Offer.	60 days from the date of opening of Price Bid.
XVII	Type of Tender	Percentage Rate Tender

The tender document can be downloaded from website www.iift.edu and "Corrigendum, if any, would appear on the website only and not to be published in any news paper".



TENDER DOCUMENTS

FOR

“CONSTRUCTION OF HOSTEL ROOMS OF 7th & 8th FLOOR OF FACULTY BLOCK AND DINING HALL AT EXISTING GROUND FLOOR OF HOSTEL BLOCK, EXECUTING ALL CIVIL & ELECTRICAL WORKS, PERCENTAGE RATE TENDER BASIS AT IIFT, KOLKATA CAMPUS”.

**TENDER NO: IIFT (K)/NIT/FACULTY-HOSTEL/7, 8 & DIN/2022-23/H-01
dated 10/06/2022)**

INDIAN INSTITUTE OF FOREIGN TRADE. KOLKATA CAMPUS

(AN AUTONOMOUS INSTITUTION OF MINISTRY OF COMMERCE & INDUSTRY,
GOVERNMENT OF INDIA).
1583 Madurdaha, Ward-108, Borough-XII, Chowbaga Road, Kolkata-700107,
Phone no:- 033 35014500/4600
Email:engkol@iift.edu, Website: www.iift.edu

**INDIAN INSTITUTE OF FOREIGN TRADE
KOLKATA CAMPUS**

(AN AUTONOMOUS INSTITUTION OF MINISTRY OF COMMERCE & INDUSTRY, GOVERNMENT OF INDIA).
1583 Madurdaha, Ward-108, Borough-XII, Chowbaga Road, Kolkata-700107,
Phone no:- 033 35014500/4600
Website: www.iift.edu

TENDER NO: IIFT (K)/NIT/FACULTY-HOSTEL/7, 8 & DIN/2022-23/H-01
dated 10/06/2022)

FOR

**CONSTRUCTION OF HOSTEL ROOMS OF 7TH & 8TH FLOOR OF FACULTY BLOCK AND
DINING HALL AT EXISTING GROUND FLOOR OF HOSTEL BLOCK, EXECUTING ALL CIVIL
& ELECTRICAL WORKS, PERCENTAGE RATE TENDER BASIS AT IIFT, KOLKATA
CAMPUS.**

PART I – TECHNICAL BID

CONTENTS:

Sl No.	DESCRIPTION		PAGE NO.	
1.	SALIENT INFORMATION	:	ANNEXURE – I	6-7
2.	QUALIFYING CRITERIA	:	ANNEXURE – II	8-10
3.	INSTRUCTION TO BIDDERS	:	ANNEXURE – III	11-13
4.	GENERAL CONDITIONS OF CONTRACT	:	ANNEXURE – IV	14-49
5.	SPECIAL CONDITIONS OF CONTRACT	:	ANNEXURE – V	50-60
6.	FORMAT OF NO DEVIATION CERTIFICATE	:	ANNEXURE – VI	61-62
7.	FORMAT OF DECLARATION CERTIFICATE	:	ANNEXURE – VII	63-64
8.	TECHNICAL SPECIFICATION	:	ANNEXURE – VIII	65-75
9.	PROPOSED PLAN DRAWING FOR FLOOR 7 TH & 8 TH	:	ANNEXURE-IX	76-79
10.	FORMS	:	FORM –AOTC, A TO I	80-90
11.	FORMATS & CHECKLISTS	:	PART- I TO III	91-112
12.	BANK GUARANTEE	:	PROFORMA OF BG	113-119

PART II – FINANCIAL BID

13.	FINANCIAL / COMMERCIAL BID -	120-140
-----	------------------------------	---------

**INDIAN INSTITUTE OF FOREIGN TRADE.
KOLKATA CAMPUS**

**(AN AUTONOMOUS INSTITUTION OF MINISTRY OF COMMERCE & INDUSTRY, GOVERNMENT OF INDIA).
1583 Madurdaha, Ward-108, Borough-XII, Chowbaga Road, Kolkata-700107,
Phone no:- 033 3501 4500/4600
Email:engkol@iift.edu, Website: www.iift.edu**

**TENDER NO.: IIFT (K)/NIT/FACULTY-HOSTEL/7, 8 & DIN/2022-23/H-01
dated 10/06/2022)**

FOR

ANNEXURE-I:

SALIENT INFORMATION

**INDIAN INSTITUTE OF FOREIGN TRADE
KOLKATA CAMPUS**

(AN AUTONOMOUS INSTITUTION OF MINISTRY OF COMMERCE & INDUSTRY, GOVERNMENT OF INDIA).
1583 Madurdaha, Ward-108, Borough-XII, Chowbaga Road, Kolkata-700107,
Phone no:- 033 35014500/4600
Email: engkol@iift.edu, Website: www.iift.edu

ANNEXURE-I

SALIENT INFORMATION:

1.	LOCATION OF WORKS	:	INDIAN INSTITUTE OF FOREIGN TRADE, KOLKATA CAMPUS, WEST BENGAL. 1583 MADURDAHA, WARD-108, BOROUGH-XII, CHOWBAGA ROAD, KOLKATA-700107 PH- 033 3501 4500/4600
2.	OWNER	:	INDIAN INSTITUTE OF FOREIGN TRADE MINISTRY OF COMMERCE & INDUTRY, GOVERNMENT OF INDIA.
3.	CLIENT	:	INDIAN INSTITUTE OF FOREIGN TRADE, KOLKATA CAMPUS.
4.	DATE OF SUBMISSION OF TENDER	:	ON OR BEFORE 01.07.2022 (UP TO 15.00 HRS.)
5.	VALIDITY PERIOD OF TENDER	:	60 Days from the Date of Submission of Tender.
6.	TENDERS TO BE SUBMITTED TO	:	TO, THE SECTION OFFICER, INDIAN INSTITUTE OF FOREIGN TRADE, KOLKATA CAMPUS, 1583 MADURDAHA, WARD-108, BOROUGH-XII, CHOWBAGA ROAD, KOLKATA-700107 PH- 033 3501 4500/4600

FOR & ON BEHALF OF THE TENDERER

**INDIAN INSTITUTE OF FOREIGN TRADE
KOLKATA CAMPUS**

(AN AUTONOMOUS INSTITUTION OF MINISTRY OF COMMERCE & INDUSTRY, GOVERNMENT OF INDIA).

1583 Madurdaha, Ward-108, Borough-XII, Chowbaga Road, Kolkata-700107,

PH- 033 3501 4500/4600

Email: engkol@iift.edu, Website: www.iift.edu

**TENDER NO: IIFT (K)/NIT/FACULTY-HOSTEL/7, 8 & DIN/2022-23/H-01
dated 10/06/2022)**

FOR

ANNEXURE-II:

QUALIFYING CRITERIA

QUALIFYING CRITERIA:

QUALIFYING CRITERIA FOR PARTICIPATING IN THE TENDER FOR “CONSTRUCTION OF HOSTEL ROOMS OF 7TH & 8TH FLOOR OF FACULTY BLOCK AND DINING HALL AT EXISTING GROUND FLOOR OF HOSTEL BLOCK, EXECUTING ALL CIVIL & ELECTRICAL WORKS, PERCENTAGE RATE TENDER BASIS AT IIFT, KOLKATA CAMPUS.

1. The bidder who wish to participate should have registered in CPWD/MES/Railways/BSNL/Deptt. Of Post / State PWN and successfully executed the general civil work deploying sufficient materials, skilled & unskilled manpower as per the following manner in project under Govt. / Semi Govt. / Public Sector / Private Sector during the last 7 (seven) financial years up to latest due date of submission the tender.

(i) In a single contract of value not less than 80% of the estimated cost put to the Tender.

Or

ii) In any 2 (Two) Single Contracts each of value not less than 60% of the estimated cost put to the Tender.

Or

iii) In any 3 (Three) Single Contracts each of value not less than 40% of the estimated cost put to the Tender.

iv) Any work, under any Work Order, if ongoing works cannot be consider in qualifying criteria.

The bidder has to submit completion certificate along with corresponding L.O.I. / W.O. or any other documents to substantiate the above nature as well as value of work.

2.	The bidder should have PAN, P.F. Registration and Service Tax registration. (However, in case the bidder does not have P.F. Registration & G.S.T. Registration, he should submit a declaration that he will register his firm/company under P.F Registration & G.S.T. Registration on award of the job).	
3.	Experience of ongoing work cannot be considered as qualifying criteria.	
	<u>NOTES FOR CLAUSE 1 ABOVE:-</u>	
	(a)	If the qualifying work is completed in the 7 (seven) years period as specified above, even if it has been started earlier, the same will also be considered meeting the qualifying criteria.
	(b)	The word “executed” means Tenderer should have achieved the progress specified above even if the total contract is not completed / closed
4.	The bidder should have adequate experience for the captioned work and should submit the documentary evidences against the same as mentioned under clause no.- 1 to 2 along with Techno-Commercial Part of their offer (Part-I) apart from the following documents.	
	(i)	Name, Address, Details of the Organization
	(ii)	Details of similar type of work executed indicating value of work in each contract mentioning name and nature of work(s) and value(s) of the job(s) executed during last 5 (five) years.

	(iii)	P.F. Registration Certificate, G.S.T. Registration Certificate & PAN from the Concerned Authority. (However, in case the Tenderer does not have P.F. & G.S.T. Registration Certificate he should submit a declaration that he will register his firm/company under P.F. & G.S.T. on award of the job).
5.		The Contractee reserves the right to waive minor deviations (up to 5%) if they do not materially affect the capability of the Tenderer to perform the Contract

**INDIAN INSTITUTE OF FOREIGN TRADE
KOLKATA CAMPUS**

(AN AUTONOMOUS INSTITUTION OF MINISTRY OF COMMERCE & INDUSTRY, GOVERNMENT OF INDIA).
1583 Madurdaha, Ward-108, Borough-XII, Chowbaga Road, Kolkata-700107,
Phone no: 033 3501 4500/4600
Email: engkol@iift.edu, Website: www.iift.edu

**TENDER NO: IIFT (K)/NIT/FACULTY-HOSTEL/7, 8 & DIN/2022-23/H-01
dated 10/06/2022)**

FOR

ANNEXURE-III:-

INSTRUCTIONS TO BIDDERS

**INDIAN INSTITUTE OF FOREIGN TRADE
KOLKATA CAMPUS**

ANNEXURE-III

INSTRUCTIONS TO BIDDERS:

1.0	<u>Purpose:</u>
	It is the purpose of these instructions to serve as a guide to Bidders for preparing offer of the work described in the attached specification.
2.0	<u>Procedure for submission of Bid:</u>
2.1	Bidder has to forward sealed bids marked offer for “Construction of Hostel Rooms at 7 th & 8 th floor of Faculty Block and Dining Hall at existing Ground Floor of Hostel Block, executing all Civil & Electrical Works, Percentage Rate Tender Basis at IIFT, Kolkata Campus.”
2.2	IIFT (K) reserves the right to reject any or all the bids or to cancel the NIT without assigning any reasons whatever.
2.3	Bid shall be submitted in 2 (two) parts.
	<u>Part – I:</u>
	Containing one Copy each of following documents:
	(i) Bidder’s Covering letter of offer along with “No Deviation Certificate” & “Declaration Certificate” in their Letter-Head as per prescribed format (“Annexure VI & VII”).
	(ii) Signed & Stamped NIT documents including Unpriced Part with the word “QUOTED” written against each item.
	(iii) Relevant documents and information pertaining to Qualifying Criteria for participating in the Tender as per Annexure-II.
	<u>Part – II:</u>
	Containing original priced offer in the prescribed format of the tender document duly signed and stamped.
	Part – I & Part – II shall be submitted in separate sealed envelope and to be put in one outer cover and cloth bound and sealed. Both inner & outer covers shall be super scribed as follows: -
Part I	Techno-Commercial bid for “Construction of Hostel Rooms at 7 th & 8 th floor of Faculty Block and Dining Hall at existing Ground Floor of Hostel Block, executing all Civil & Electrical Works, Percentage Rate Tender Basis at IIFT, Kolkata Campus.”
Part I	Priced Offer for “Construction of Hostel Rooms of 7 th & 8 th floor of Faculty Block and Dining Hall at existing Ground Floor of Hostel Block, executing all Civil & Electrical Works, Percentage Rate Tender Basis at IIFT, Kolkata Campus.”
Outer most cover:	Shall be superscribed with Offer for “Construction of Hostel Rooms of 7 th & 8 th floor of Faculty Block and Dining Hall at existing Ground Floor of Hostel Block, executing all Civil & Electrical Works, Percentage Rate Tender Basis at IIFT, Kolkata Campus”.

	(Tender No.: IIFT (K)/NIT/FACULTY-HOSTEL/7,8 & DIN/2022-23/H-01 Dated 10/06/2022 and shall be addressed to:
	TO, THE SECTION OFFICER, INDIAN INSTITUTE OF FOREIGN TRADE, KOLKATA CAMPUS, 1583 MADURDAHA, WARD-108, BOROUGH-XII, CHOWBAGA ROAD, KOLKATA-700107, PH- 033 35014500/4600
	Due date of submission shall be written on all the covers/envelopes of the bid without fail.
2.4	Bids received after the due date and time shall not be accepted. “No request for extension of the due date indicated shall be entertained”.
2.5	Telegraphic or Fax or Email offers shall not be accepted under any circumstances.
2.6	The right to reject any or all offer(s) or split up the total requirement and award the contract to one or to more than one Bidder if considered necessary or to cancel the Tender rests with IIFT.
2.7	<u>Bid Opening.</u> Price Bids of those Bidders who will be qualified for the subject job on the basis of evaluation of techno commercial bids including qualifying criteria will be opened only. IIFT’s decision in this regard is final & binding.
3.0	<u>Validity:</u>
	The bid shall be kept valid for a period of 60 (Sixty) days from the due date of submission of tender.
	Bid shall be sent at bidder’s sole risk & responsibility to reach IIFT, Kolkata Campus Office before the date and time specified herein before. Tenders received beyond the due date will not be accepted.
4.0	<u>Accepting Authority:</u>
	The Vice Chancellor of Indian Institute of Foreign Trade (hereinafter called VC) shall be the Accepting Officer hereinafter referred to as such for the purpose of this Contract.
5.0	<u>Acceptance of Bid:</u>
	<i>“Acceptance of Client / Owner of the project is a pre-requisite for consideration of Bidder's offer by IIFT for this Tender / Commercial Agreements etc. Accordingly, Bidder(s) not acceptable to IIFT's Client/ Owner shall not be considered & their offer shall be rejected by IIFT. No correspondence & claim etc. from the Bidder in pursuant to the Tender / Commercial Agreements shall be entertained by IIFT under any circumstances whatsoever.”</i>

**INDIAN INSTITUTE OF FOREIGN TRADE.
KOLKATA CAMPUS**

(AN AUTONOMOUS INSTITUTION OF MINISTRY OF COMMERCE & INDUSTRY, GOVERNMENT OF INDIA).
1583 Madurdaha, Ward-108, Borough-XII, Chowbaga Road, Kolkata-700107,
PH- 033 3501 4500/4600

Email: engkol@iift.edu, Website: www.iift.edu

ANNEXURE – IV

GENERAL CONDITIONS OF CONTRACT

**INDIAN INSTITUTE OF FOREIGN TRADE
KOLKATA CAMPUS**

ANNEXURE – IV

GENERAL CONDITIONS OF CONTRACT

CLAUSES OF CONTRACT	
Clause 1	
Performance Guarantee	<p>i) The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule ‘F’ from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in schedule ‘F’ on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at Call receipt of any scheduled bank/Banker’s Cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay Order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.</p> <p>ii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus minimum 60 days beyond that, if the same is submitted by the agency on scheduled format I as per GCC. If the same is submitted on the format II as per GCC, then the Performance Guarantee shall be valid up to the stipulated date of completion plus minimum 6 months beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. However, in case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.</p> <p>iii) The Engineer-in-Charge shall make a claim under the performance guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:</p> <p>a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.</p> <p>b) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.</p>

	<p>iv) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the President of India.</p> <p>v) On substantial Completion of any work which has been completed to such an extent that the intended purpose of the work is met and ready to use, then a provisional Completion certificate shall be recorded by the Engineer-in-Charge. The provisional certificate shall have appended with a list of outstanding balance item of work that need to be completed in accordance with the provisions of the contract.</p> <p>This provisional completion certificate shall be recorded by the concerned Engineer- in-charge with the approval of Superintending Engineer /Project Manager / Chief Engineer/Chief Project Manager, if required. After recording of the provisional Completion Certificate for the work by the competent authority, the 80 % of performance guarantee shall be returned to the contractor, without any interest.</p> <p>However in case of contracts involving Maintenance of building and services /any other work after construction of same building and services/ other work, then 40% of performance guarantee shall be returned to the contractor, without any interest after recording the provisional Completion certificate.</p>
Clause 1 A	
Recovery of Security Deposit	<p>The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit Government at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 2.5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 2.5% of the tendered value of the work. Such deductions will be made and held by Government by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.</p> <p>All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by Government on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Engineer-in-Charge, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof.</p> <p>The security deposit shall be collected from the running bills and the final bill of the contractor at the rates mentioned above.</p>

<p>Clause 1 A</p>	<p>The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5 lac subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lac. Provided further that the validity of bank guarantee including the one given against the earnest money shall be in conformity with provisions contained in clause 17 which shall be extended from time to time depending upon extension of contract granted under provisions of clause 2 and clause 5.</p> <p>In case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.</p> <p>Note-1: Government papers tendered as security will be taken at 5% (five per cent) below its market price or at its face value, whichever is less. The market price of Government paper would be ascertained by the Divisional Officer at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld if necessary.</p> <p>Note-2: Government Securities will include all forms of Securities mentioned in Rule No. 274 of the G.F. Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.</p> <p>Note-3: Note 1 & 2 above shall be applicable for both clause 1 and 1A</p>
<p>Clause 2</p>	
<p>Compensation for Delay</p>	<p>If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or justified extended date of completion as per clause 5 (excluding any extension under Clause 5.5) as well as any extension granted under clauses 12 and 15, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as compensation the amount calculated at the rates stipulated below as the authority specified in schedule 'F' may decide on the amount of accepted Tendered Value of the work for every completed day/month (as determined) that the progress remains below that specified in Clause 5 or that the work remains incomplete.</p> <p>(i) Compensation With maximum rate @ 1% (one percent) per month for delay of delay to be computed on per day basis based on work quantum of damage suffered due to stated delay on the part of Contractor.</p> <p>Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10 % (ten percent) of the accepted Tendered Value of work or of the accepted Tendered Value of the Sectional part of work as mentioned in Schedule 'F' for which a separate period of completion is originally given. In case no compensation has been decided by the authority in Schedule 'F' during the progress of work, this shall be no waiver of right to levy compensation by the said authority if the work remains incomplete on final justified extended date of completion. If the Engineer in Charge decides to give further extension of time allowing performance of work beyond the justified extended date, the contractor shall be liable to pay compensation for such extended period. If any variation in amount of contract takes place during such extended period beyond justified extended date and the contractor becomes entitled to additional time under clause 12, the net period for such variation shall be accounted for while deciding the period for levy of compensation. However, during such further extended period beyond the justified extended period, if any delay occurs by events under sub clause 5.2, the contractor shall be liable to pay compensation for such delay provided that compensation during the progress of work</p>

<p>Clause 1 A</p>	<p>before the justified extended date of completion for delay under this clause shall be for non-achievement of sectional completion or part handing over of work on stipulated/justified extended date for such part work or if delay affects any other works/services. This is without prejudice to right of action by the Engineer in Charge under clause 3 for delay in performance and claim of compensation under that clause.</p> <p>In case action under clause 2 has not been finalized and the work has been determined under clause 3, the right of action under this clause shall remain post determination of contract but levy of compensation shall be for days the progress is behind the schedule on date of determination, as assessed by the authority in Schedule F, after due consideration of justified extension. The compensation for delay, if not decided before the determination of contract, shall be decided after of determination of contract.</p> <p>The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular milestone mentioned in schedule F, or the re-scheduled milestone(s) in terms of Clause 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied as above. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount. (Modified OM No. DG/CON/306 dt. 04.10.2019)</p>
<p>Clause 3</p>	
<p>When Contract can be Determined</p>	<p>Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to any other rights or remedy against the contractor in respect of any delay, 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:</p> <ol style="list-style-type: none"> i. If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter. ii. If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence and continues to do so after a notice in writing of seven days from the Engineer-in-Charge. iii. If the contractor fails to complete the work or section of work with individual date of completion on or before the stipulated or justified extended date, on or before such date of completion; and the Engineer in Charge without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract and in the opinion of Engineer-in-Charge the contractor will be unable to complete the same or does not complete the same within the period specified.

- 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:
- iv. If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
 - v. If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
 - vi. If the contractor fails to complete the work or section of work with individual date of completion on or before the stipulated or justified extended date, on or before such date of completion; and the Engineer in Charge without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract and in the opinion of Engineer-in-Charge the contractor will be unable to complete the same or does not complete the same within the period specified.
 - vii. If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
 - viii. If the contractor shall offer or give or agree to give to any person in Government service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Government.
 - ix. If the contractor shall enter into a contract with Government in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.
 - x. If the contractor had secured the contract with Government as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.
 - iii. If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.

<p>Clause 3</p>	<p>ix. 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.</p> <p>x. If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.</p> <p>xi. 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. When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the President of India shall have powers:</p> <p>(a) To determine the contract as aforesaid so far as performance of work by the Contractor is concerned (of which determination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, 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 the Government</p> <p>(b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work including any new items needed to complete the work. In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation 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 or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, 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.</p>						
<p>Clause 3 A</p>	<p>In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work or one month whichever is higher, either party may close the contract by giving notice to the other party stating the reasons. In such eventuality, the Performance Guarantee of the contractor shall be refunded within following time limits:</p>						
<p>Clause 3 A</p>	<table border="0"> <tr> <td>i. If the tender value of work is up to Rs. 1 Crore</td> <td>15 day.</td> </tr> <tr> <td>ii. if the Tender value of work is more than Rs. 1 Crore and up to Rs. 10 Crore.</td> <td>21 day.</td> </tr> <tr> <td>iii. if the Tender value of exceeds Rs. 10 Crore:</td> <td>30 day.</td> </tr> </table> <p>Neither party shall claim any compensation for such eventuality. This clause is not applicable for any breach of the contract by either party.</p>	i. If the tender value of work is up to Rs. 1 Crore	15 day.	ii. if the Tender value of work is more than Rs. 1 Crore and up to Rs. 10 Crore.	21 day.	iii. if the Tender value of exceeds Rs. 10 Crore:	30 day.
i. If the tender value of work is up to Rs. 1 Crore	15 day.						
ii. if the Tender value of work is more than Rs. 1 Crore and up to Rs. 10 Crore.	21 day.						
iii. if the Tender value of exceeds Rs. 10 Crore:	30 day.						
<p>Clause 4</p>							

<p>Contractor liable to pay compensation even if action not taken under Clause 3</p>	<p>In any case in which any of the powers conferred upon the Engineer-in- Charge by Clause-3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Engineer-in-Charge which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the contract rates, or, in the case of these not being applicable, at current market rates to be certified by the Engineer-in- Charge, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.</p>
<p>Clause 5</p>	
<p>Time and Extension for Delay</p>	<p>The time allowed for execution of the Works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the work shall commence from such time period as mentioned in schedule 'F' 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 Government without prejudice to any other right or remedy available in law.</p>
<p>5.1</p>	<p>(i) As soon as possible but within 7 (seven) working days of award of work and in consideration of</p> <ul style="list-style-type: none"> a) Schedule of handing over of site as specified in the Schedule 'F' b) Schedule of issue of designs as specified in the Schedule 'F' <p>the Contractor shall submit a Time and Progress Chart for each mile stone. The Engineer-in-Charge may within 7 (seven) working days thereafter, if required modify, and communicate the program approved 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 balance drawings and decisions required to complete the contract with specific dates by which these details are required by 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 trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents.</p>

<p>5.1</p>	<p>(i) 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.</p> <p>(ii) The approval by the Engineer-in-Charge of such programme shall not relieve the contractor of any of the obligations under the contract.</p> <p>(iii) The contractor shall submit the Time and Progress Chart and progress report using the mutually agreed software or in other format decided by Engineer-in-Charge for the work done during previous month to the Engineer-in-charge on or before 5th day of each month failing which a recovery as per Schedule F to be decided by the NIT approving authority shall be made on per week or part basis in case of delay in submission of the monthly progress report.</p> <p>If the work(s) be delayed by:-</p> <ul style="list-style-type: none"> (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. <p>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 use constantly 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.</p> <p>The contractor shall have no claim of damages for extension of time granted or rescheduling of milestone/s for events listed in sub clause</p>
<p>5.2</p>	<p>(Modified OM DG/CON/305 dt. 19.02.2019)</p>
<p>5.3</p>	<p>In case the work is hindered by the Department or for any reason / event, for which the Department is responsible, the authority as indicated in Schedule 'F' shall, if justified, give a fair and reasonable extension of time and reschedule the mile stones 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 sub clause and sub clause 5.2 to the extent the delay is covered under sub clause 5.2 the contractor shall be entitled to only extension of time and no damages.</p>
<p>5.4</p>	<p>Request for rescheduling of Mile stones or extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed forms i.e. Form of application by the contractor for seeking rescheduling of milestones or Form of application by the contractor for seeking extension of time (Appendix -XVI) respectively to the authority as indicated in Schedule 'F'. The Contractor shall indicate in such a request the period by which rescheduling of milestone/s or extension of time is desired. With every request for rescheduling of milestones, or if at any time the actual progress of work falls behind the approved programme</p>

	<p>by more than 10% of the stipulated period of completion of contract, the contractor shall produce a revised programme which shall include all details of pending drawings and decisions required to complete the contract and also the target dates by which these details should be available without causing any delay in execution of the work. A recovery as specified in Schedule 'F' shall be made on per day basis in case of delay in submission of the revised programme.</p>
5.4.1	<p>In any such case the authority as indicated in Schedule 'F' may give a fair and reasonable extension of time for completion of work or reschedule the mile stones. Engineer -in-Charge shall finalize/ reschedule a particular mile stone before taking an action against subsequent mile stone. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority as indicated in Schedule 'F' in writing, within 21 days of the date of receipt of such request from the Contractor in prescribed form. In event of non-application by the contractor for extension of time E-in-C after affording opportunity to the contractor, may give, supported with a programme (as specified under 5.4 above), a fair and reasonable extension within a reasonable period of occurrence of the event.</p>
5.5	<p>In case the work is delayed by any reasons, in the opinion of the Engineer- in-Charge, by the contractor for reasons beyond the events mentioned in clause 5.2 or clause 5.3 or clause 5.4 and beyond the justified extended date; without prejudice to right to take action under Clause 3, the Engineer- in-Charge may grant extension of time required for completion of work without rescheduling of milestones. The contractor shall be liable for levy of compensation for delay for such extension of time.</p>
Clause 6	
Computerized Measurement Book	<p>Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.</p> <p>All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of the department so that a complete record is obtained of all the items of works performed under the contract.</p> <p>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. 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.</p> <p>Whenever 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 to the department a computerized measurement book, duly bound, and with its pages machine numbered. The Engineer-in- Charge and/or his authorized representative would thereafter check this MB, and record</p>

the necessary certificates for their checks/test checks.

The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the department. Thereafter, the MB shall be taken in the Divisional Office records, and allotted a number as per the Register of Computerized MBs. This should be done before the corresponding bill is submitted to the Division Office for payment. The contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the various officers of the department.

The contractor shall also submit to the department separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the "bill. Thereafter, this bill will be processed by the Division Office and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/levels by the Engineer-in- Charge or his representative

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

The contractor shall give not less than seven days' notice to the Engineer-in- Charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer- in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall 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.

Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

	It is also a term of this contract that checking and/or test checking the measurements of any item 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 completion of the defects liability period.
Clause 7	
Payment of intermediate certificate to be regarded as Advances	No payment shall be made for work, estimated to cost Rs. two lac two Lac or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs, two Lac the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Department in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net

Clause 7	<p>payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. The amount admissible shall be paid by 10th working day after the day of presentation of the bill by the Contractor to the Engineer-in-Charge or his Authorized Engineer together with the account of the material issued by the department, or dismantled materials, if any. In the case of works outside the headquarters of the Engineer- in- Charge, the period of ten working days will be extended to fifteen working days. In case of delay in payment of intermediate bills after 45 days of submission of bill by the contractor provided the bill submitted by the contractor found to be in order, a simple interest @ 5% (five percent) per annum shall be paid to the contractor from the date of expiry of prescribed time limit which will be compounded on yearly basis.</p> <p>All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-Charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.</p> <p>Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided without prejudice</p>
-----------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

	<p>to the right of the department to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.</p> <p>The Engineer-in-Charge in his sole discretion on the basis of a certificate from the Asstt. Engineer to the effect that the work has been completed up to the level in question make interim advance payments without detailed measurements for work done (other than foundations, items to be covered under finishing items) up to lintel level (including sunshade etc.) and slab level, for each floor working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bill(s) to be submitted by the contractor</p>
Clause 7	<p>Within 10 days of the interim payment. In case of delay in submission of bill by the contractor a simple interest @ 10% per annum shall be paid to the Government from the date of expiry of prescribed time limit which will be compounded on yearly basis.</p>
Payments composite Contracts in	<p>In case of composite tenders, running payment for the major component shall be made by EE of major discipline to the main contractor. Running payment for minor component shall be made by the Engineer-in-Charge of the discipline of minor component directly to the main contractor.</p>
Clause 7A	<p>No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the contractor to the Engineer-in-Charge</p>
Clause 8	
Completion Certificate and Completion Plans	<p>Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge and within thirty days of the receipt of such notice, the Engineer-in-Charge shall inspect the work and if there is no defect in the work, shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be 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 as shall have been erected or constructed by the contractor(s) 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; thereof, and not until the work shall have been measured by the Engineer-in-Charge. If the contractor shall fail to comply with the requirements of this Clause as to 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 at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks 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.</p>
Clause 8 A	
Completion Plans to be Submitted by the Contractor	<p>The contractor shall submit completion plans for Internal and External Civil, Electrical and Mechanical Services within thirty days of the completion of the work, provided that the service plans having been issued for execution by the Engineer-in-Charge, unless the contractor, by virtue of any other provision in the contract, is required to prepare such plans. In case, the contractor fails to submit the completion plan as aforesaid, he</p>

	shall be liable to pay a sum of 0.1 % (zero point one percent) of accepted Tendered Value or limit prescribed in Schedule F whichever is more as may be fixed by the authority as mentioned in Schedule F and in this respect the decision of the that authority shall be final and binding on the contractor.
Clause 9	
Payment of Final Bill	<p>The final bill shall be submitted by the contractor in the same manner as specified in interim 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 and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will, as far as possible be made within the period specified here in under, the period being reckoned from the date of receipt of the bill by the Engineer- in- Charge or his authorized Asstt. Engineer, complete with account of materials issued by the Department and dismantled materials.</p> <ol style="list-style-type: none"> a) If the Tendered value of work is up to 1 Crore : 2 months b) If the Tendered value of work is more than Rs 1 Crore and uptoRs. 10 Crore : 3 months c) If the Tendered value of work exceeds Rs. 10 Crore : 6 months <p>If the final bill is submitted by the contractor within the period specified above and payment of final bills is made by the deptt. after prescribed time limit , a simple interest @ 5 % per annum shall be paid to the contractor from the date of expiry of prescribed time limit which will be compounded on yearly basis, provided the final bill submitted by the contractor is found to be in order.</p>
Clause 9 A	
Payment of Contractor's Bills to Banks	<p>Payments due to the contractor may, if so desired by him, be made to his bank, registered financial, co-operative or thrift societies or recognized financial institutions instead of direct to him provided that the contractor furnishes to the Engineer-in-Charge (1) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank; registered financial, co-operative or thrift societies or recognized financial institutions to receive payments and (2) his own acceptance of the correctness of the amount made out as being due to him by Government or his signature on the bill or other claim preferred against Government before settlement by the Engineer-in-Charge of the account or claim by payment to the bank, registered financial, co-operative or thrift societies or recognized financial institutions. While the receipt given by such banks; registered financial, co-operative or thrift societies or recognized financial institutions shall constitute a full and sufficient discharge for the payment, the contractor shall whenever possible present his bills duly receipted and discharged through his bank, registered financial, cooperative or thrift societies or recognized financial institutions.</p> <p>Nothing herein contained shall operate to create in favour of the bank; registered financial, co-operative or thrift societies or recognized financial institutions any rights or equities vis-a- vis the President of India.</p>
Clause 10 A	
Materials to be provided by the Contractor	The contractor shall, at his own expense, provide all materials, required for the works other than those which are stipulated to be supplied by the

	<p>Government.</p> <p>The contractor shall, at his own expense and without delay; supply to the Engineer-in-Charge samples of materials to be used on the work and shall get these approved in advance. 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 that the materials so comply. The Engineer-in-Charge shall within thirty days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-Charge for his approval, fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Engineer-in-Charge shall be issued after the test results are received.</p> <p>The Contractor shall at his risk and cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in- Charge. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.</p> <p>The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-Charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer -in-Charge or his authorized representative shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access.</p> <p>The Engineer-in-Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Engineer-in-Charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Engineer-in-Charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.</p>
Clause 10 A	The contractor shall at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped at least with the testing equipment as specified in schedule F.
Clause 10 B	
Secured Advance on Materials	(i) Not applicable.

Mobilization advance	(ii) Not applicable.
Interest & Recovery	(iv) Not applicable.
Clause 10 C	
Payment on Account of Increase in Prices/ Wages due to Statutory Order(s)	Not applicable (due to value of Tender is Small & time period of completion only 4 Moths).
Clause 10 CA	
Payment due to variation in prices of materials after receipt of tender	Not applicable.
Clause 10 CC	
Payment due to Increase / Decrease in Prices/ages (excluding materials covered under clause 10CA) after Receipt of Tender for Work	Not applicable.
Clause 10 D	
Dismantled Material Govt. Property	The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as Government's property and such materials shall be disposed off to the best advantage of Government according to the instructions in writing issued by the Engineer- in-Charge.
Clause 11	
Work to be Executed in Accordance with Specifications, Drawings, Orders etc.	<p>The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of Central Public Works Department specified in Schedule 'F' or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.</p> <p>The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the Contract. The Contractor shall take full responsibility for adequacy,</p>

	suitability and safety of all the works and methods of construction
Clause 12	
Deviations/ Variations Extent and Pricing	The Engineer-in-Charge shall have power (i) to 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) to 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 signed 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 the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.
12.1	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 extended, if requested by the contractor, as follows : <ul style="list-style-type: none"> (i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus (ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.
12.2 Deviation, Extra Items and Pricing	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 fifteen days of receipt of order or occurrence of the item(s) submit market rate claim rates, supported by proper analysis which shall include invoices, vouchers etc. and Manufacturer's specification for the work failing which the rate approved later by the Engineer-in-charge shall be binding and the Engineer-in-Charge shall within prescribed time limit of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined, failing which it will be deemed to have been approved Deviation, Substituted Items. <p>In the case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the following para.</p> <p>(a) If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).</p> <p>(b) If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the</p>
Deviation, deviated Quantities, Pricing	

	<p>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).</p> <p>In the case of contract items, substituted items, contract cum substituted items, which exceed the limits laid down in schedule F, the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities, the Engineer-in-Charge shall within prescribed time limit 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.</p> <p>The prescribed time limit for finalizing rates for Extra Item(s), Substitute Item(s) and Deviated Quantities of contract items is within 45 days after submission of proposal by the contractor without observation of the Engineer-in-Charge.</p>
	<p>Any operation incidental to or necessarily has to be in contemplation of tenderer while quoting tender, 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.</p>
<p>Clause 13</p>	
<p>Foreclosure of contract Due to Abandonment or Reduction in Scope of Work</p>	<p>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 supervening cause 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 to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.</p>
<p>Clause 13</p>	<p>(i) The contractor shall be paid at contract rates, full amount for works executed at site and, in addition, a reasonable amount as certified by the Engineer-in-Charge for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure; Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks.</p> <p>(ii) Government shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however Government shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by Government, cost of such materials as detailed by Engineer-in-Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been</p>

	<p>caused to materials whilst in the custody of the contractor.</p> <p>(iii) Reasonable compensation for transfer of T & P from site to contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.</p> <p>(iv) Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary.</p> <p>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.</p> <p>The reasonable amount of items on (i), (iv) and (v) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the Government as per item (ii) above. Provided always that against any payments due to the contractor on this account or otherwise, the Engineer-in-Charge shall be entitled to recover or be credited with any outstanding balances due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the Government from the contractor under the terms of the contract.</p> <p>In the event of action being taken under Clause 13 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 may return the previous Performance Guarantee.</p>
<p>Clause 14</p>	
<p>Carrying out part work at risk & cost of contractor</p>	<p>If contractor:</p> <p>(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 a notice in writing of 7 working days in this respect from the Engineer-in-Charge; or</p> <p>(ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 working days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or 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.</p> <p>(iii) The Engineer- in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to Government, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to :</p> <p>(a) Take possession of the site and any materials, constructional plant implements, stores, etc., thereon; and/or</p>

	<p>(b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.</p> <p>The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by Government because of action under this clause shall not exceed 10% of the tendered value of the work.</p> <p>In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor.</p> <p>The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.</p> <p>Any excess expenditure incurred or to be incurred by Government in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by Government as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Government in law or per as agreement be recovered from any money due to the contractor on any account, and</p>
	<p>if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.</p> <p>If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.</p> <p>In the event of above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.</p>
<p>Clause 15</p>	
<p>Suspension of Work</p>	<p>(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 so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:</p> <p>a) on account of any default on the part of the contractor or;</p> <p>b) for proper execution of the works or part thereof for reasons other than the default of the contractor; or</p> <p>c) for safety of the works or part thereof.</p>

	<p>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.</p> <p>(ii) If the suspension is ordered for reasons (b) and (c) in sub- para (i) above</p> <p>a) the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;</p> <p>b) If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Engineer-in-Charge may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during</p>
	<p>the period of suspension, adding thereto 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in- Charge within fifteen days of the expiry of the period of 30 days.</p> <p>(iii) If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for reason (a) in sub para (i) above, the contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer in- Charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by Government or where it affects whole of the works, as an abandonment of the works by Government, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Engineer-in-Charge. In the event of the contractor treating the suspension as an abandonment of the contract by Government, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer-in-Charge may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 3 months</p>
<p>Clause 16</p>	
<p>Action in case Work not done as per Specifications</p>	<p>All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-in - charge, his authorized subordinates in charge of the work and all the superior officers, officer of the Quality Assurance Unit of the Department or any organization engaged by the Department for Quality Assurance and of the Chief Technical Examiner's Office, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to</p>

	<p>receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.</p> <p>If it shall appear to the Engineer-in-charge or his authorized subordinates in charge of the work or to the Chief Engineer in charge of Quality Assurance or his subordinate officers or the officers of the organization engaged by the Department for Quality Assurance or to the Chief Technical Examiner</p>
	<p>or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months (six months in the case of work costing Rs. 10 Lac and below except road work) 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 charge and cost. In the event of the failing to do so within a period specified by the Engineer-in- Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.</p> <p>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 authority specified in schedule 'F' 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 to be conveyed in writing in respect of the same will be final and binding on the contractor.</p>
<p>Clause 17</p>	
<p>Contractor Liable for Damages, defects during defect liability Period</p>	<p>If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road 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 within twelve months (six months in the case of work costing Rs. Ten lacs and below except road work) after a certificate final or otherwise of its completion shall have been given by the Engineer in-Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge 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. The security deposit of the contractor shall not be refunded before the expiry of twelve months (six months in the case of work costing Rs. Ten lakhs and</p>

	below except road work) after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and
	passed whichever is later. Provided that in the case of road work, if in the opinion of the Engineer-in-Charge, half of the security deposit is sufficient, to meet all liabilities of the contractor under this contract, half of the security deposit will be refundable after six months and the remaining half after twelve months of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later.
Clause 18	
Contractor to Supply Tools & Plants etc.	The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-Charge's stores), machinery, tools & plants as specified in schedule F. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.
Clause 18 A	
Recovery of Compensation paid to Workmen	In every case in which by virtue of the provisions sub- section (1) of section 12 of the Workmen's Compensation Act. 1923, Government is obliged to pay compensation to a workman employed by the contractor, in execution of the works , Government will recover from the contractor , the amount of the compensation so paid: and, , without prejudice to the rights of the Government under sub- section(2) of section 12 , of the said Act, Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Government to the contractor whether under this contract or otherwise. Government shall not be bound to contest any claim made against it under sub- section (1) of section 12, of the said Act, except on the written request of the contractor and upon his giving to Government full security for all costs for which Government might become liable in consequence of contesting such claim.
Clause 18 B	
Ensuring Payment and Amenities to Workers if Contractor fails	In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, Government is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H or under the C.P.W.D. Contractor's Labour Regulations,

Clause 18 B	or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by C.P.W.D. Contractors, Government will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Government under sub-section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Government to the contractor whether under this contract or otherwise Government shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the Government full security for all costs for which Government might become liable in contesting such claim.
Clause 19 Labour Laws to be complied by the Contractor	The contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986. The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996. Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.
CLAUSE 19A	No labour below the age of fourteen years shall be employed on the work.
CLAUSE 19 B	
Payment of Wages	Payment of wages: (I) The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as defined in the C.P.W.D. Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable. (II) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub- contractors in connection with the said work, as if the labour had been immediately employed by him.
CLAUSE 19 B	(III) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Central Public Works Department contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorisedly made, maintenance of wage books or wage slips publication of scale of wage 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

	<p>the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.</p> <p>(a) The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.</p> <p>(b) Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned.</p> <p>In the case of Union Territory of Delhi, however, as the all inclusive minimum daily wages fixed under Notification of the Delhi Administration No.F.12(162)MWO/DAB/ 43884-91, dated 31-12-1979 as amended from time to time are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holiday would not arise.</p> <p>(iv) 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.</p> <p>(v) The contractor shall indemnify and keep indemnified Government against payments to be made under and for the observance of the laws aforesaid and the C.P.W.D. Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.</p> <p>(vi) 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.</p> <p>(vii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.</p> <p>(viii) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.</p>
CLAUSE 19C	<p>In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per C.P.W.D. Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty as decided by the authority mentioned in Schedule F for each default and in addition, the Engineer-in- Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.</p>

CLAUSE 19 D	<p>The contractor shall submit by the 4th and 19th of every month, to the Engineer-in-Charge, a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively:-</p> <ol style="list-style-type: none"> (1) the number of labourers employed by him on the work, (2) their working hours, (3) the wages paid to them, (4) the accidents that occurred during the said for night showing the circumstances under which they happened and the extent of damage and injury caused by them, and (5) the number of female workers who have been allowed maternity benefit according to Clause 19F and the amount paid to them. <p>Failing which the contractor shall be liable to pay to Government, a sum as decided by the authority mentioned in Schedule F for each default or materially incorrect statement. The decision of the Divisional Officer shall be final in deducting from any bill due to the contractor, the amount levied as fine and be binding on the contractor.</p>
CLAUSE 19 E	<p>In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the Central Public Works Department and its contractors.</p>
CLAUSE 19 F	<p>Leave and pay during leave shall be regulated as follows:-</p> <ol style="list-style-type: none"> 1. Leave : <ol style="list-style-type: none"> (i) in the case of delivery - maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day, (ii) in the case of miscarriage - upto 3 weeks from the date of miscarriage.
	<ol style="list-style-type: none"> 2. Pay : <ol style="list-style-type: none"> (i) in the case of delivery - leave pay during maternity leave will be at the rate of the women's average daily earnings, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rupee one only a day whichever is greater. (ii) in the case of miscarriage - leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage. 3. Conditions for the grant of Maternity Leave: <p>No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave.</p> 4. The contractor shall maintain a register of Maternity (Benefit) in the Prescribed Form as shown in Appendix -I and II, and the same shall be kept at the place of work.
Clause 19 G	<p>In the event of the contractor(s) committing a default or breach of any of the provisions of the Central Public Works Department, Contractor's Labour</p>

	<p>Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and' Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the Government a sum as decided by the authority mentioned in Schedule F for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to as decided by the authority mentioned in Schedule F per day for each day of default subject to a maximum of 5 percent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.</p> <p>Should it appear to the Engineer-in-Charge that the contractor(s) is/are not properly observing and complying with the provisions of the C.P.W.D. 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</p>
<p>CLAUSE 19 B</p>	<p>arrangements for work-people employed by the contractor(s) (hereinafter referred as "the said Rules") the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/observe the said Rules and to provide the amenities to the work-people as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/their own expense and to approved standards all necessary huts and sanitary arrangements required for his/their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodelled and/or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer- in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the Contracts.</p>
<p>CLAUSE 19 H</p>	<p>The contractor(s) shall at his/their own cost provide his/their labour with a sufficient number of huts (hereinafter referred to as the camp) of the following specifications on a suitable plot of land to be approved by the Engineer-in-Charge.</p> <p>i)</p> <ol style="list-style-type: none"> (a) The minimum height of each hut at the eaves level shall be 2.10m (7 ft.) and the floor area to be provided will be at the rate of 2.7 sq.m. (30 sq.ft.) for each member of the worker's family staying with the labourer. (b) The contractor(s) shall in addition construct suitable cooking places having a minimum area of 1.80m x 1.50m (6'x5') adjacent to the hut for each family. (c) The contractor(s) shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women. (d) The contractor(s) shall construct sufficient number of

bathing and washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.

(ii)

- (e) All the huts shall have walls of sun-dried or burnt-bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-Charge. In case of sun-dried bricks, the walls should be plastered with mud gobri on both sides. The floor may be kutcha but plastered with mud gobri and shall be at least 15 cm (6") above the surrounding ground. The roofs shall be laid with thatch or any other materials as may be approved by the Engineer-in-Charge and the contractor shall ensure that throughout the period of their occupation, the roofs remain water-tight.
- (f) The contractor(s) shall provide each hut with proper ventilation.
- (g) All doors, windows, and ventilators shall be provided with suitable leaves for security purposes.
- (h) There shall be kept an open space of at least 7.2m (8 yards) between the rows of huts which may be reduced to 6m (20 ft.) according to the availability of site with the approval of the Engineer-in-Charge. Back to back construction will be allowed.

III) Water Supply - The contractor(s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than two gallons of pure and wholesome water per head per day for drinking purposes and three gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or river, tanks which may be of metal or masonry, shall be provided. The contractor(s) shall also at his/ their own cost make arrangements for laying pipe lines for water supply to his/ their labour camp from the existing mains wherever available, and shall pay all fees and charges therefore.

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

V) **Disposal of Excreta** - The contractor(s) shall make necessary (vi) arrangements for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed, the contractor(s) shall make arrangements for the removal of the excreta through the Municipal Committee/authority and inform it about the number of labourers employed so that arrangements may be made by such Committee/authority for the removal of the excreta. All charges on this account shall be borne by the contractor and paid direct by him to the Municipality/authority. The contractor shall provide one sweeper for every eight seats in case of dry system. **Drainage** - The contractor(s) shall provide efficient arrangements for draining away sullage water so as to keep the camp neat and tidy.

VII) The contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers. **Sanitation** - The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.

Clause 19I	The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. In respect of maintenance/repair or renovation works etc. where the labour have an easy access to the individual houses, the contractor shall issue identity cards to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour. AE/JE will display a list of contractors working in the colony/Blocks on the notice board in the colony and also at the service centre, to apprise the residents about the same.
CLAUSE 19J	It shall be the responsibility of the contractor to see that the building under construction is not occupied by anybody unauthorized during construction, and is handed over to the Engineer-in-Charge with vacant possession of complete building. If such building though completed is occupied illegally, then the Engineer-in-Charge shall have the option to refuse to accept the said building/buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay, a levy upto 5% of tendered value of work may be imposed by the Superintending Engineer whose decision shall be final both with regard to the justification and quantum and be binding on the contractor. However, the Superintending Engineer, through a notice, may require the contractor to remove the illegal occupation any time on or before Construction and delivery.
Clause 19K Employment of skilled/semi skilled workers	The contractor shall, at all stages of work, deploy skilled/semi skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/ National Institute of construction Management and Research (NICMAR)/ National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/ certified by State/Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer in charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in- Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate specified in schedule 'F' per such tradesman per day. Decision of Engineer in Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding. Provided always, that the provisions of this clause, shall not be applicable for works with estimated cost put to tender being less than Rs. 5 crores. For work costing more than Rs. 10 Crores, and uptoRs. 50 Crores, the contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 20% of the unskilled workers engaged in the project in co-ordination with the CPWD Regional Training Institute & National Skill Development Corporation (NSDC) for certification at the level of skilled/semiskilled tradesmen.
	For work costing more than Rs. 50Crores, the contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 30% of the unskilled worker engaged in the project in co-ordination with the CPWD Regional Training Institute & National Skill

	Development Corporation (NSDC) for certification at the level of skilled/semi skilled tradesmen. The cost of such training as stated above shall be born by the Government. The necessary space and workers shall be provided by the contractor and no claim what so ever shall be entertained.
CLAUSE 19L Contribution of EPF and ESI	The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Engineer-in- charge to the contractor on actual basis. The verification of deployment of labour will be done through biometric attendance system or any other suitable method by the Engineer in Charge. The applicable and eligible amount of EPF & ESI shall be reimbursed preferably within 7 days but not later than 30 days of submission of documentary proof of payment provided same are in order.
Clause 20	
Minimum Wages Act to be Complied With	The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed there under and other labour laws affecting contract labour that may be brought into force from time to time.
Clause 21	
Work not to be sublet. Action in case of in solveny	The contract shall not be assigned or sublet without the written approval of the Engineer-in-Charge. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employ of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge on behalf of the President of India shall have power to adopt the course specified in Clause 3 hereof in the interest of Government and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue
Clause 22	All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Government without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.
Clause 23	
Changes in firm's Constitution to be Intimated	Where the contractor is a partnership firm, the previous 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 agreement where under the partnership firm would have the right to carry
	out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 21.
Clause 24	
Life Cycle Cost	The contractor shall be responsible for safety, quality and soundness of the buildings including structural elements beyond maintenance period.

	<p>The contractor shall have obligation to rectify such defects minimum up to 5 (five) years from the date of completion of work. The defects have to be rectified within a reasonable time not exceeding three months after issue of notice by Engineer- in- Charge.</p>
<p>Clause 25</p>	
<p>Settlement of Disputes & Arbitration</p>	<p>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:</p> <p>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 the Chief Engineer/ CPM, or where there is no Chief Engineer/CPM, request the Additional Director General/Special Director General ,who shall refer the disputes to Dispute Redressal Committee (DRC) within 15 days along with a list of disputes with amounts claimed if any in respect of each such dispute. The Dispute Redressal Committee (DRC) give its decision within a period of 60 days extendable by 30 days by consent of both the parties from the receipt of reference from CE/CPM/ADG/SDG. The constitution of Dispute Redressal Committee (DRC) shall be as indicated in Schedule 'F'. Provided that no party shall be represented before the Dispute Redressal Committee by an advocate/legal counsel etc.</p> <p>The DRC will submit its decision to the concerned ADG/SDG for acceptance. ADG/ SDG in a time limit of 30 days from receipt of DRC decision will convey acceptance or otherwise on the said decision</p>
	<p>the claims by any party exceeds Rs. 1,00,000/-, the arbitrator shall give reasons for the award</p> <p>It is also a term Parties, before or at the time of appointment of Arbitral Tribunal may agree in writing for fast track arbitration as per the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015.</p> <p>Subject to provision in the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015 whereby the counter claims if any can be directly filed before the arbitrator without any requirement of reference by the appointing authority. The arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the contract that fees payable to arbitral tribunal shall be as approved by DG, CPWD, OM issued vide no.2/2006/SE(TLC)/CSQ /137 dated 19-11-2019 (or its latest amendment as approved by DG, CPWD). This fee shall be shared equally by parties.</p> <p>The place of arbitration shall be as mentioned in Schedule F. In case</p>

	<p>there is no mention of place of arbitration, the arbitral tribunal shall determine the place of arbitration.</p> <p>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, then the Arbitral Tribunal shall decide the venue.</p>
Clause 26	<p>The contractor shall fully indemnify and keep indemnified the President of India against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against Government in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the President of India if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.</p>
Clause 27	
Lumpsum Provisions in Tender.	<p>When the estimate on which a tender is made includes lump sum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-Charge payable of measurement, the Engineer-in-Charge may at his discretion pay the lump-sum amount entered in the estimate, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of the clause.</p>
Clause 28	
Action where no Specifications are Specified	<p>In the case of any class of work for which there is no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications, if not available then as per 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</p>
Clause 29	
Withholding and lien in respect of sum due from Contractor	<p>i) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Engineer-in-Charge or the Government shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Engineer-in-Charge or the Government 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, the Engineer-in-Charge or the Government shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Engineer-in-Charge of the</p>

	<p>Government or any contracting person through the Engineer-in-Charge pending finalization of adjudication of any such claim.</p> <p>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 Government will be kept withheld or retained as such by the Engineer-in-Charge or Government till the claim arising out of or under the contract is determined by the arbitrator(if the contract is governed by the arbitration clause) by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to</p>
	<p>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 Government 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 as the case may be, whether in his individual capacity or otherwise.</p> <p>ii) Government 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 Government to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Government to the contractor, without any interest thereon whatsoever.</p> <p>Provided that the Government shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Superintending Engineer or Executive Engineer on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Superintending Engineer or the Executive Engineer.</p>
<p>Clause 29 A</p>	
<p>Lien in respect of claims in other Contracts</p>	<p>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 the Government or any other contracting person or persons through Engineer-in-Charge against any claim of the Engineer-in-Charge or Government or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-Charge or the Government or with such other person or persons. 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 Government will be kept withheld</p>
	<p>or retained as such by the Engineer-in-Charge or the Government or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the</p>

	competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.
Clause 29 B	Not applicable.
Clause 30	
water Supply for construction.	The Main source of Water is to be provided by IIFT, Kolkata Campus. The contractor(s) shall make his/their own all other arrangements for convey the water to work and nothing extra will be paid for the same. This will be subject to the following conditions.
Clause 31	
Hire of Plant & Machinery	The contractor shall arrange at his own expense all tools, plant, machinery and equipment (hereinafter referred to as T&P) required for execution of the work.
Clause 32	
Employment of Technical Staff and employee	Contractors Superintendence, Supervision, Technical Staff & Employees (i) The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract. The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge, the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their qualifications and experience shall not be lower than specified in Schedule 'F'. Even of the contractor (or partner(s) in case of firm/ company)is himself / herself an Engineers, it is necessary on the part of the contractor to Employ principal technical representative / technical representative (s) as per stipulation in Schedule 'F'
Clause 33	
Levy/Taxes payable by Contractor	GST, Building and other Construction Workers Welfare Cess or any other tax, levy or Cess in respect of input for or output by this contract shall be payable by the contractor and Government shall not entertain any claim whatsoever in this respect except as provided under Clause 38 The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities. If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Government of India and does not any time become payable by the contractor to the State Government, Local authorities in respect of any material used by the contractor in the works, then in such a
	case, it shall be lawful to the Government of India and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.
Clause 34	Not applicable due to small contract.
Clause 35	
Termination of Contract on death of contractor	Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Engineer-in-Charge on behalf of the Vice Chancellor of Indian Institute of Foreign Trade shall have the option of terminating the contract without levy of compensation to the contractor.
Clause 36	Not applicable.

Clause 37	Not applicable.
Clause 38	
Theoretical conception of Material	<p>(i) After completion of the work and also at any intermediate stage in the event of Non reconciliation of materials issued theoretical quantity of materials used in the work shall be calculated on the basis and method given hereunder:-</p> <p>(a) Quantity of cement & bitumen shall be calculated on the basis of quantity of cement & bitumen required for different items of work as shown in the Schedule of Rates mentioned in Schedule 'F'. In case any item is executed for which standard constants for the consumption of cement or bitumen are not available in the above mentioned schedule/statement or cannot be derived from the same shall be calculated on the basis of standard formula to be laid down by the Engineer-in-Charge.</p> <p>(b) Theoretical quantity of steel reinforcement or structural steel sections shall be taken as the quantity required as per design or as authorized by Engineer-in-Charge, including authorized lap pages, chairs etc. plus 3% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual issues each diameter wise, section wise and category wise separately.</p> <p>(c) Theoretical quantity of G.I. & C.I. or other pipes, conduits, wires and cables, pig lead and G.I./M.S. sheets shall be taken as quantity actually required and measured plus 5% for wastage due to cutting into pieces (except in the case of G.I./M.S. sheets it shall be 10%), such determination & comparison being made diameter wise & Category wise.</p> <p>(d) For any other material as per actual requirements.</p> <p>Over the theoretical quantities of materials so computed a variation shall be allowed as specified in Schedule 'F' For nonscheduled items, the decision of the Superintending Engineer regarding theoretical quantities of materials which should have been actually used, shall be final and binding on the contractor.</p> <p>(ii) The said action under this clause is without prejudice to the right of the Government to take action against the contractor under any other conditions of contract for not doing the work according to the Prescribed specifications.</p>

Clause 39	
Compensation during warlike situations	<p>The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation upto the value of the work originally executed before being damaged or destroyed and not</p>

	<p>paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Divisional Officer upto Rs.2,00,000/-- and by the next higher officer concerned for a higher amount. The contractor shall be paid for the damages/destruction suffered and for restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.</p> <p>Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the A.R.P. (Air Raid precaution) Officers or the Engineer-in-Charge (b) for any material etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work. In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Divisional Officer.</p>
Clause 40	
Apprentices Act provisions to be complied with	<p>The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Superintending Engineer may, in his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.</p>
Clause 40	
Release of Security deposit after labour clearance	<p>Release of Security Deposit of the work shall not be refunded till the contractor produces a clearance deposit after labour certificate from the Labour Officer. As soon as the work is virtually complete the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Engineer-in-Charge. The Engineer-in-Charge, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and/or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due.</p>

**INDIAN INSTITUTE OF FOREIGN TRADE
KOLKATA CAMPUS**

(AN AUTONOMOUS INSTITUTION OF MINISTRY OF COMMERCE & INDUSTRY,
GOVERNMENT OF INDIA)
1583 Madurdaha, Ward-108, Borough-XII, Chowbaga Road, Kolkata-700107,
PH- 033 3501 4500/4600
Email: engkol@iift.edu, Website: www.iift.edu

ANNEXURE - V

SPECIAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS OF CONTRACT

1.0 GENERAL:

- 1.1 This Special Conditions of Contract shall be read in conjure with the Notice Inviting Tender, General Conditions of the Contract, Specifications of Work, Schedule of Quantities & Rates, and any other documents forming part of this contract wherever the contract so requires.
- 1.2 Where any portion of the General Conditions of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless different intention appears, the provision(s) of the Special Conditions of Contract shall be deemed to override the provision(s) of General Conditions of Contract and shall be to the extent of such repugnancy, or variations, prevail.

2.0 CONTRACTOR'S RESPONSIBILITY:-

- 2.1 Bidder shall prepare the bid in accordance with the conditions mentioned in the complete Tender Document.
- 2.2 The period of completion for the subject work shall be as mentioned in the Clause No. 9 of General Condition of Contract. Work shall be completed in time and shall be handed over to other agencies working for this project time to time on priority basis.
- 2.3 By submitting the bid, bidders shall be deemed to have inspected and examined the work site, its surroundings, locality, nature of the ground and subsoil, the scope and nature of work, materials necessary for the completion of work, safety requirements, quality requirements, environmental requirements, statutory requirements and other requirements of IIFT (K). Bidders will also be deemed to have obtained all information of the risks and contingencies, responsibilities and other circumstances which might have influence/ effect on his bid and to have taken into account all conditions and difficulties that may be encountered during the progress of work. The rates quoted in the bid shall be deemed adequate to complete the work according to the agreement and to cover the entire responsibility involved in the execution, completion and maintenance of the work. Bidder shall further be deemed to have included all labour, lead, lifts, loading and unloading, transportation, storage, cost towards compliance to statutory rules and all other charges necessary for completion of the work.

Work under the contract shall be executed as given in this tender document and as required at site whether specifically mentioned or not. The Contractor shall carry out and complete the work under the contract in every respect in conformity with the contract documents / work order and as per direction and to the satisfaction of the Engineer-In-Charge and Section Officer.

- 2.4 Contractor shall increase or decrease Supervisor and Workers as per site requirement and instruction of Engineer-in-Charge/ Section Officer without any extra cost to IIFT (K).

3.0 TAXES AND DUTIES

- 3.01 The contract price is inclusive of all taxes, duties, cess and statutory levies payable under any law by the contractor in connection with execution of the contract. The contract price will be adjusted prospectively for any increase/decrease in the GST rate on works contract notified by Government of India.
- 3.02 The Contractor shall ensure payment of appropriate tax 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 invoice having all the particulars prescribed under the applicable provisions of the law, including description of goods/services, rate and amount of tax paid or payable on the supplies made under the contract, so that IIFT (K) can avail credit of such tax, wherever applicable. The contractor shall comply with all applicable provision of Goods and Service Tax (GST) levied by Union Government and State Government (CGST, UGST, SGST, and IGST). The contractor shall get himself registered and discharge his obligation for payment of taxes, filling of returns etc. Under the appropriate provisions of law in respect of all the taxes, duties, levies, cess, etc. IIFT (K) would have right to seek necessary evidence that the contractor is registered under the law and duly discharging its obligations under the tax law, enabling IIFT to avail input tax credit.

- 3.03 In case any law requires IIFT (K) to pay tax on the contract price on reverse charge basis, the amount of tax deposited by IIFT (K) would be considered as paid to the contractor and accordingly, the price payable to the contractor would stand reduced to that extent.
- 3.04 In case the contractor does not deposit the tax payable on execution of the contract, or has not provided the tax invoice to IIFT (K) 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 IIFT (K), the amount equivalent to such tax shall be deducted from the contract price.
- 3.05 Stamp duty and registration charges, if any, payable on the executed contract document, shall be borne by the contractor.
- 3.06 Tax deduction at source, if any, shall be made by IIFT (K) as per law applicable from time to time from the amount payable to the contractor.

4.00 **INCOME TAX DEDUCTION (TDS)**

- 4.01 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 there under prevailing and in force from time to time.

5.00 **ROYALTY ON MATERIALS**

- 5.01 The contractor shall deposit royalty and obtain necessary permit for supply of bajri, stone, kankar, sand and other materials etc. from the local authorities and quoted rates shall be inclusive of royalty.

6.0 **INSURANCE OF WORKS ETC.**

- 6.01 Contractor is required to take contractor's all risk policy or erection all risk policy (as the case may be) from an approved insurance company in the joint name with first name of IIFT (K) and bear all costs towards the same for the full period of execution of works including the defect liability period for the full amount of contract against all loss of 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 IIFT(K) and the contractor are covered during the period of construction of works and/or also covered during the period of defect liability for loss or damage.

- a) The work and the temporary works to the full value of such works.
- b) The materials, constructional plant, 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 IIFT (K).

6.02 **INSURANCE UNDER WORKMEN COMPENSATION ACT.**

Contractor is required to take insurance cover under the Workmen Compensation Act 1923 amended from time to time from an approved insurance company and pay premium charges thereof.

The contractor is required to submit the original policy document and the receipt for payment of the current premium of IIFT (K).

6.03 THIRD PARTY INSURANCE

Contractor is required to take third party insurance cover for an amount of 5% (five percent) 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 IIFT (K)/owner/client, arising out of the execution of the works or temporary works.

The Contractor is required to submit the original policy document and the receipt for payment of the current premium to IIFT (K).

In case of failure of the contractor to obtain Contractors All Risk (CAR) policy, insurance under Workman Compensation Act and third party insurance as described above within one month from the date of commencement of work, running account payments of the contractor shall be withheld till such time the aforesaid insurance covers are obtained by the contractor. If the Contractor could not obtain a comprehensive insurance cover against risks which he may be required to get under the terms of the contract, then he shall give his attention to get the best insurance cover available and even in case of obtaining 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 IIFT (K) approval, by or through the subsidiary of the General Insurance Company.

7.0 **SECURITY DEPOSIT/RETENTION MONEY/PAYMENT TERMS:**

- 7.01 Cash retention @ 5% (Five Percent) of the certified gross value of the Contractor's each & every bill will be made towards Retention Money. After faithful performance of the job the same will be released & refunded to the Contractor without interest after completion of 12 (Twelve) months from the date of successful completion of entire works & handing over of the works.
- 7.02 Deduction towards Income Tax & Surcharge from Contractor's bills (R/A & Final) will be as per prevailing rules. However TDS certificates will be issued to Contractor for tax deduction at source.
- 7.03 The quantity indicated in the Schedule of Quantities & Rates is only an approximated figure and may vary to any extent. No claim of any nature either direct or by way of revisions of rate will be acceptable on the ground of variation of quantity to any extent upward or downward.
- 7.04 All running account bills & interim payments if at all made will be treated as advance Payment. Adjustment of advance for RA bill & interim payments will be made from Contractor's final bill.

Payment of final bill will be made within 6 (six) months from the date of Successful completion of works & subject to final acceptance of works of the Section Officer/Engineer – In – Charge.

- 7.05 Documentary evidence towards deposition of P.F amount for the previous month shall be submitted before payment of each R.A. Bill & Final Bill.
- 7.06 The Contractee may withheld any amount over and above what has already been mentioned; from the Contractor so much of the accrued payment as may be considered necessary to pay directly towards.
- A. Wages or amount due to Contractor's Supervisors /Labour staff and /or their Employees on this project.
- B. Amount due to Suppliers / Creditors on this project.
- 7.07 No Mobilisation Advance is admissible under this Contract.
- 7.08 Mode of payment will be the same as mentioned elsewhere in the tender document.
- 7.09 No Secured Advance is admissible under this Contract.
- 7.10 Submission of R.A bills depends upon on the progress of construction , i.e
- (i) 1st R.A bill will be submitted after completion of 25% of estimated contract value.
 - (ii) 2nd R.A bill will be submitted after completion of 50% of estimated contract value.
 - (iii) 3rd R.A bill will be submitted after completion of 75% of estimated contract value.
 - (iv) 4th R.A bill will be submitted after completion of 100% of estimated contract value.
- 8.0 **SUFFICIENCY OF BID:** -
The Contractor shall be deemed to have satisfied himself before bidding to the correctness or sufficiency of his bid for the work and of the rates and prices quoted by him which shall cover all his obligations under the contract necessary for construction of work. No extra charges whatsoever consequent or any misinterpretation or otherwise shall be allowed.
- 9.0 **SITE CONDITIONS:** -
Before tendering, the Contractor shall get himself / themselves acquainted with site conditions. The rates quoted by the Contractor shall be deemed to have been quoted after getting acquainted with the prevailing site conditions. No claims, on the pretext of ignorance of site conditions shall be entertained.
- 10.0 **SITE FACILITIES:** -
Land or space for Office & Store – IIFT (K) shall allot space/ land to the Contractor to the extent available for his office & stores. Contractor must maintain the areas allotted to him in a neat and clean condition as required by the IIFT (K). On completion of work, the site shall be cleaned by the Contractor of all materials, temporary sheds, debris, rubbish plants and equipment, belonging to the Contractor at no extra cost. The site and surroundings shall be handed over in neat and clean condition. **Periodical housekeeping shall be done by contractor as per the instructions of IIFT (K).** In case of any failure by the Contractor, the Contractee will do at the cost of the contractor.
- 10.01 The Contractee IIFT (K) will not provide any labour hutment for Contractor's workers & supervisors.

10.02 The Contractee IIFT (K) will not provide any transportation for the Contractor's labourers & supervisors for attending their duties. The contractor shall arrange the same at his own cost.

11.00 SPECIFICATION / MEASUREMENTS: -

11.01 The whole of the work shall be executed in perfect conformity with the CPWD specifications and drawings (Copy enclosed). If the Contractor performs any work in a manner contrary to the specifications or drawings and without reference to the Engineer in-charge, he shall bear all the costs arising or ensuring therefrom.

11.02 All technical documents regarding the construction of works are given in the metric system and work should be carried out according to the metric system.

11.03 Detailed specifications relevant to CPWD specifications (latest edition) shall be followed for items not shown in the drawings.

11.04 The work shall be carried out as per CPWD (latest edition) specifications & I. S. Standard.

11.05 Benchmark Coordinates and Reference points shall be established by IIFT (K). However, required assistance in supplying labourers, pegs etc. shall be provided by Contractor at his own cost.

The Contractor shall maintain proper benchmarks and reference points given to them in consultation with the Engineer-in-Charge.

12.00 SAFETY PRECAUTIONS & SECURITY: -

The Contractor shall always follow the safety rules under I.S. standard during execution of the work.

12.01 The Contractor should take all possible measures to avoid accidents of the Contractor's labourers and shall adopt all safety measures as directed by the representative of IIFT (K) i.e. Engineer-in-Charge.

12.02 The Contractor will provide all safety measuring protections like safety helmet, safety belt, safety shoes, goggles, hand gloves etc. required for execution of his work.

Contractors have to ensure that all their workmen mostly wear and use the safety appliances during any nature of work.

13.00 RATES: -

13.01 The rates to be quoted are intended to provide for works duly and properly completed in accordance with the Tender document together with any alteration and/or conditions as may be required/ordered and without prejudice to the generality thereof and shall include for details of construction which are obviously and fairly intended and which may not have been specifically referred to in these documents and working drawings but are essential for execution and satisfactory completion of work including those of minor nature and shall be deemed to include and cover inter-alia the following :-

- a) Maintenance in fixing of all centre lines, bench marks and levels and pegs thereof showing the centre line of structures, grid lines and levels and maintenance and protection of the same etc. throughout the period of contract.
- b) In the interest of completion of work within the stipulated time, certain works are to be carried out during night & monsoon period also. No separate payment will be made to the Contractor for such works and the same will be deemed to be included in the contract rates.
- c) Unless otherwise specified in the specification schedule, cost of all leads & lift are deemed to be included in Contractors quoted Price.

- d) Cleaning the site after the completion of work of all debris, left out construction materials etc.

14.00 **QUANTITIES:**

- 14.01 The items given in the Schedule of Quantities & Rates are provisional. The Contractor shall be paid for the actual quantity of work executed as per approved drawings / levels, sheets (graphs) and the Contractee reserves the right to increase or decrease any of the quantities to any extent, or to omit totally any item of work. Any claim by Contractor on these account will not be entertained.

All the items of work given in this Schedule of Quantities & Rates shall be executed strictly in accordance with the latest Indian Standard Specifications and other standard specification as mentioned in Particular Specification of Volume

14.02

15.00 **ALTERATION / ADDITION / OMISSION:-**

- 15.01 The Contractor shall not make any alteration in addition to or omission from the work as described in the tender documents except written instructions of the Engineer-in-charge. No such deviation from the work described in the tender documents shall be valid unless the same has been specifically confirmed and accepted by the Engineer-in-charge in written and incorporated in the contract.

16.00 **TESTING:**

- 16.01 Manufacturer's Test certificate of the different stages of construction materials will be submitted by contractor along with his bills.

17.00 **MEASUREMENT:-**

- 17.01 Except where any general or detailed description of the work in the Schedule of Quantities & Rates expressly shows to the contrary, Schedule of Quantities & Rates shall be deemed to be comprehensive, be complete and measurements shall be made according to the procedure set forth in the Bureau of Indian Standard - Method of Measurement IS : 1200 and any subsequent amendment or modification there of notwithstanding any general or local custom. All dimensions and measurements shall be in metric units.

- 17.02 The measurement shall be taken jointly with the Contractor's representative as given in the approved drawings or as indicated by the Section Officer/Engineer-in-Charge.

18.00 **WORKMANSHIP :-**

The Contractor will perform the work strictly in accordance with the specifications, drawings & directions of IIFT (K) Engineer-in-Charge/ Section Officer. Any work that does not conform to the specification/drawing shall be rejected forthwith & Contractor shall re-do the same at his own cost and risk. In case the Contractor fails to redo/

rectify the work, IIFT (K) shall have the liberty to get the work executed by any other agency at the Contractor's cost and risk.

19.00 **FINAL BILL PAYMENT:**

19.01 The final bill shall be submitted by the Contractor within six months of physical completion of the work. 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. Payment of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge/ Section Officer, will be made within the period specified herein.

19.02 After payment of the amount of the final bill payable as aforesaid has been made, the Contractor may, if he so desires, reconsider his position in respect of the disputed portion of the final bill and if he fails to do so within 90 days, his disputed claim shall be dealt with as provided in the Contract.

20.00 **P.F. CERTIFICATE:**

The Tenderer shall submit a copy of his P.F. Certificate issued by the Competent Authority immediately within 15 (Fifteen) days from the date of receipt of L.O.I / Work Order / Letter of Instruction to start the work whichever is earlier.

21.00 **CONTRACTOR WILL FOLLOW EPF ACT :**

The contractor shall register themselves under EPF Act. 1952 as amended in 1997 and shall obtain P.F. registration within two months from the date of issue of L.O.I. / Work Order whichever is earlier and submit the copy of the same to the Engineer for his records. In the event of contractor's failure to obtain the P.F. Registration within the above stated period his contract may be cancelled.

The Contractor will strictly abide by the provisions of employees provident fund act. Contractor will be bound to produce the relevant documents in this regard like monthly PF deposit challan supported with wages sheet of workers etc. to IIFT(K) every month.

The Contractor agrees to and does hereby accept full and exclusive liability for the payment of P.F. to the workers.

22.00 **FIRM PRICE:**

Rates and Prices for individual items quoted by the bidders shall hold good and remain firm till the completion of the entire work.

No escalation on any account is payable.

23.00 **SETTLEMENT OF EXTRA ITEM:**

The rate for any items of work if not covered by the Schedule of Quantities & Rates under the Contractors scope of work shall be fixed mutually. For such extra items,

rates are to be derived from analysis of cost on inputs and direct market rate documents are to be provided by the contractor. In this regard, decision of Engineer-in-Charge/Section Officer shall be final & binding upon the Contractor.

24.00 **SUPERVISION OF WORK:**

The contractor shall engage and keep always a responsible authorized representative at site during working hours to supervise the labour, safety and also to receive any instruction from the Engineer of IIFT (K).

25.00 **CANCELLATION OF CONTRACT IN CASE OF DELAY:**

In case of any delay in progress of the work entrusted to the contractor, a portion or the entire work shall be taken away from the contractor and will be given to other Contractor(s) and the contractor will not have any claim whatsoever in this regard.

26.00 **DECISION OF ENGINEER IN CASE OF ANY DISPUTE:**

In case of any and/or all disputes of any nature and magnitude that may arise in pursuant to this Contract shall be solely settled by IIFT (K) and IIFT (K)'s decision will be final and binding upon the contractor.

27.00 **ACTION IN CASE OF SUB-STANDARD WORK:**

Any substandard workmanship in the Construction will have to be set right at contractor's expense. In case the Contract is cancelled for not complying with IIFT (K) instruction or for not doing work satisfactorily or for not engaging sufficient labour or due to any other reasons whatsoever, IIFT (K) will immediately engage other Contractor(s) to complete the work or engage departmental labour as will be deemed fit and proper and the contractor will be paid off after measuring the executed work and the contractor shall be bound to accept the same.

28.00 **MEASURE TO PROTECT OWNERS & IIFT(K)'S PROPERTY:**

The contractor shall take all the possible measures to protect the properties of IIFT (K) including properties of other organizations at work site from any damages from his workers & staff.

29.00 **PAYMENT TO LABOURERS:**

The contractor shall make payment to his workers and staff regularly and in no case wages shall be due for more than a month.

30.00 **PLANT & MACHINERIES:**

All Plants & Machineries like Concrete Mixture Machine, Vibrator, D.G. Set, Welding Generator, Bar Cutting Machine etc. required for execution of work will be arranged by the Contractor.

31.00 **PERFORMANCE GUARANTEE:-**

31.01 “Within 30 (Thirty) days from the date of issue of letter of Award or within such extended time as may be granted by IIFT (K) in writing, the contractor shall submit to IIFT (K) 4 Nos. irrevocable performance bank guarantee in the form appended or Fixed Deposit Receipt (FDR) pledged in favour of IIFT, from any Nationalized Bank or any Commercial Scheduled bank, each equivalent to 1.25% (one point two five per cent only) of the contract value thereby totally to 5% of the contract value for the due and proper execution of the Contract. In case FDR of any bank furnished by the contractor to IIFT (K) as performance Guarantee(s) and the bank is unable to make payment against the said FDR, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to IIFT (K) to made good the deficit. All the performance Guarantees shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of works gets extended, the contractor shall get the validity of Performance Guarantee extended to cover such extended time for completion of work.

31.02 IIFT (K) reserves the right of forfeiture of the one or more performance guarantee(s) on the pro-rata basis of the elapsed contract period in the event of the contractor’s failure to fulfil any of the milestones/contractual obligations i.e. defaults in commencing the work, fails to maintain the required progress in terms of relevant clauses of GCC & SCC, in case of bad work or work not done as per specifications etc. or all performance guarantee(s) in the event of termination of the contract.

If the contractor commits any default as aforesaid, the IIFT (K) shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the performance guarantee(s) absolutely (not withstanding and /or without prejudice to any other provisions in the contract) by giving the notice in writing in addition to action taken under other provisions contained in this contract or otherwise.

31.03 In case where the delay is compensated by the contractor during the completion of next milestone(s), the amount towards forfeited bank guarantee (s)/FDR shall be refunded to the contractor on production of the fresh bank guarantee/FDR of the equivalent amount. Such amount will not accrue any interest to the contractor. Further, such balance/PBG/FD can also be forfeited in case of any failure by contractor to fulfil any contractual obligation in future.

31.04 In case a bank guarantee/FDR is forfeited for recovery, unforfeited PBSs/FDRs will remain with IIFT (K) which shall be returned after successful completion/

testing/commissioning and handing over the project to the Contractee/IIFT (K) up to the entire satisfaction of Contractee /IIFT (K).

31.05 In case the contractor fails to submit the performance guarantee(s) of the requisite amount within the stipulated period or extended period, letter of Award automatically will stand withdrawn.

31.06 In case, a part of the scope of work has been satisfactorily completed and handed over to the Contractee/ IIFT (K) by the Contractor and remaining work/ building are under hold/ suspended for more than 3 months due to some hindrance beyond control of the Contractor/IIFT (K) or due to non-availability of site/Clearance from Contractee /IIFT (K), the un-forfeited performance bank guarantee(s)/FDR(s) submitted by the contractor and available with IIFT(k) as on date, on specific request of the contractor, may be released and returned back to the contractor in lieu of submission and due verification of a fresh PBG/FDR of the equivalent amount towards the balance work.

32.00 **TIME SCHEDULE & PROGRESS:**

32.01 Time allowed for carrying out all the works as entered in the tender shall be as mentioned in the GCC/SCC which shall reckoned from the 10th day from the date on which the Letter of Award is issued to the Contractor. Time shall be the essence of the contract and contractor shall ensure the completion of the entire work within the stipulated time of completion.

32.02 The contractor shall also furnish within 10 days of date of issue of the Letter of Award a CPM network/PERT Chart/Bar Chart for completion of work within stipulated time. This will be duly approved from IIFT (K). This approved CPM Network/PERT Chart/Bar Chart shall form a part of the agreement. Achievement of milestones as well as total completion has to be within the time period allowed.

32.03 Contractor shall submit fortnightly (as directed by Engineer-in-Charge/Section Officer) progress reports on a computer based program highlighting status of various activities and physical completion of work. The contractor shall send completion report with the built drawing to the office of Engineer-in-Charge of IIFT (K) in writing within a period of 30 days of completion of work.

The photographs of the project taken on the 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 The Engineer-in-Charge/Section Officer.

**INDIAN INSTITUTE OF FOREIGN TRADE
KOLKATA CAMPUS**

(AN AUTONOMOUS INSTITUTION OF MINISTRY OF COMMERCE & INDUSTRY,
GOVERNMENT OF INDIA).

1583 Madurdaha, Ward-108, Borough-XII, Chowbaga Road, Kolkata-700107,
PH- 033 3501 4500/4600

Email: engkol@iift.edu, Website: www.iift.edu

ANNEXURE – VI

NO DEVIATION CERTIFICATE

**INDIAN INSTITUTE OF FOREIGN TRADE.
KOLKATA CAMPUS**

FORMAT FOR NO DEVIATION CERTIFICATE
(To be submitted in the bidder's letter head)

ANNEXURE – VI

Date:/...../2022

**TO,
THE SECTION OFFICER,
INDIAN INSTITUTE OF FOREIGN TRADE,
KOLKATA CAMPUS,
1583 MADURDAHA, WARD-108,
BOROUGH-XII, CHOWBAGA ROAD,
KOLKATA-700107,
PH- 033 3501 4500/4600**

Sub: No Deviation Certificate for “Construction of Hostel Rooms at 7th & 8th floor of Faculty Block and Dining Hall at existing Ground Floor of Hostel Block, executing all Civil & Electrical Works, percentage rate tender basis at IIFT, Kolkata Campus.”

Ref: Tender No. : IIFT (K)/NIT/FACULTY-HOSTEL/7, 8 & DIN/2022-23/H-01 Dated 10/06/2022

Dear Sirs,

With reference to above, this is to confirm you that, we have not taken any deviation from tender clauses. We hereby convey our unqualified acceptance to the terms and conditions as stipulated in the tender. We also confirm that as per tender conditions, we have visited site before submission of our offer and noted the job content & site conditions etc.

In the event of observance of any deviation in any part of our offer at a later date, the deviations shall stand null and void.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized representative of the Bidder).

**INDIAN INSTITUTE OF FOREIGN TRADE
KOLKATA CAMPUS**

(AN AUTONOMOUS INSTITUTION OF MINISTRY OF COMMERCE & INDUSTRY,
GOVERNMENT OF INDIA).
1583 Madurdaha, Ward-108, Borough-XII, Chowbaga Road, Kolkata-700107,
PH- 033 3501 4500/4600
Email: engkol@iift.edu, Website: www.iift.edu

ANNEXURE – VII

CERTIFICATE OF DECLARATION

**FORMAT FOR CERTIFICATE OF DECLARATION
FOR CONFIRMING THE KNOWLEDGE OF SITE CONDITIONS.**

(To be submitted in the bidder's letter head)

We, _____ (Name of the Contractor & their Full Address) _____
_____ hereby declare and
confirm that we have visited the IIFT (K) site under the subject namely, for “Construction
of Hostel Rooms of 7th & 8th Floor of Faculty Block and Dining Hall at Ground Floor of
Hostel Block, executing all Civil & Electrical Works of IIFT, Kolkata Campus, 1583
Madurdaha, Ward -108, Borough-XII, Chowbaga Road, Kolkata-700107, West Bengal” and
acquired full knowledge and information about the site conditions, wage structure,
Industrial climate and total work involved. We further confirm that the above information
is true and correct and we will not raise any claim of any nature due to lack of knowledge
of site condition.

Tenderer's Name & Address.

(Signature of the Tenderer with Stamp)

Place :

Date :/...../2022

**INDIAN INSTITUTE OF FOREIGN TRADE.
KOLKATA CAMPUS**

(AN AUTONOMOUS INSTITUTION OF MINISTRY OF COMMERCE & INDUSTRY, GOVERNMENT
OF INDIA).

1583 Madurdaha, Ward-108, Borough-XII, Chowbaga Road, Kolkata-700107,

Phone- 033 3501 4500/4600

Email: engkol@iift.edu, Website: www.iift.edu

ANNEXURE – VIII

TECHNICAL SPECIFICATION

**INDIAN INSTITUTE OF FOREIGN TRADE
KOLKATA CAMPUS**

ANNEXURE – VIII

1.00 WORK TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATONS, DRAWING AND ORDERS ETC.

1.01 All items of work in the bill of quantities /Schedule of quantities shall be carried out as per the CPWD/ MORTH (as the case may be) specifications, drawings and instructions of the Engineer-in- Charge/Section Officer of IIFT (K) and the rates shall include for supply of required materials including proper storage, consumables, skilled & unskilled labour, supervision and tools, tackles, plant & machinery as called for in the detailed specifications and conditions of the contract. Latest updated CPWD specification shall be followed for execution of work.

The contractor shall execute the whole and every part of the work in the most substantial and workman like manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work assigned by the Engineer-in-Charge.

The contractor shall comply with the provisions of the contract and execute the works with care and diligence and maintain the works and provide all labour and materials, tools and plants including 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.

2.00 MATERIALS TO BE PROVIDED BY THE CONTRACTOR:-

2.01 The contractor shall, at his own expense, provide all materials, required including Cement & Steel for the works. The Contractor shall at his own expense and without delay, supply to the Engineer-in-Charge samples of materials to be used in the work and shall get the same approved in advance. 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 compliance of the materials so procured.

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 specification. The Engineer-in -Charge or his authorised representative

shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance and cost in obtaining the right and visit to such access. The Engineer-in-Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Engineer-in-Charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge shall also have full power to acquire other proper materials to be substituted thereof and in case of default, the Engineer-in-Charge may cause the same to be supplied and all costs which may require such removal and substitution shall be borne by the contractor.

- 2.02 The contractor shall ensure that the materials are brought to site in original sealed containers or packing bearing manufacturer's markings and brands (except where the 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 IIFT (K).
- 2.03 The contractor shall produce receipt vouchers showing quantities of the materials to the satisfaction of the Engineer-In-Charge that the materials comply with the specifications. These vouchers shall be endorsed, dated and signed by the contractor. A certified copy of each such vouchers signed both by IIFT (K) and the contractor shall be kept on record.
- 3.00 MATERIALS AND SAMPLES
- 3.01 The materials/products used on the works shall be one of the approved make/brands out of list of manufacturers /brands / makes given in the tender documents. The contractor shall submit samples/specimens out of approved makes of materials/products to the Engineer-in-Charge for prior approval. In exceptional circumstances Engineer-in-Charge may allow alternate equivalent makes/brands of products/materials at his sole discretion. The final choice of brand/make shall remain with the Engineer-in-Charge, whose decision in this matter shall be final and binding and nothing extra on this account shall be payable to the contractor.
- 3.02 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 IIFT (K). The materials, articles etc. as approved shall be labelled as such and shall be signed by IIFT (K) and the Contractor representative.
- 3.03 The approved samples shall be kept in the custody of the Engineer-in-Charge of IIFT (K) till completion of the work. Thereafter the samples except those destroyed during the testing shall be returned to the contractor. No payment will be made to the contractor for the sample or samples destroyed in testing.

3.04 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 MORTH/CPWD specifications. The Contractor shall recalibrate all measuring devices whenever so required by the Engineer-in-Charge and shall submit the results of such calibration without delay. All field tests shall be carried out in the presence of IIFT (K) representative. All cost towards testing & Laboratory will be borne by the Contractor.

4.0 **CONTRACTOR TO SUPPLY TOOLS & PLANTS**

4.01 The Contractor shall provide at his own cost all materials, machinery, Tools & Plants as required for the completion of 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 satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement or examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

5.00 **MOBILIZATION OF MEN, MATERIALS AND MACHINERY:**

- 5.01 All expenses towards mobilization at site and de-mobilization including bringing in equipment, work force, materials, dismantling of equipment, clearing the site etc. shall be deemed to be included in price quoted and no separate payment on account of such expenses shall be entertained.
- 5.02 It shall be entirely the Contractor's responsibility to provide, operate and maintain all necessary construction equipment, scaffolding 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. Further, the contractor shall also be responsible for obtaining temporary arrangement of Electricity and Water from the IIFT given source.
- 5.03 The Contractor will be also responsible to obtain the approval for any revision and /or modification desired by him from IIFT (K) before implementation.
- 5.04 The procurement and supply in sequence and at the appropriate time of all materials and consumable shall be entirely the contractor's responsibility and his rates for the execution of work shall be inclusive of the supply of all these items.
- 5.05 All materials, construction plants and equipment etc. 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/Section Officer. Similarly, all enabling works built by the contractor for the main construction undertaken by him,

shall not be dismantled and removed without the written permission of the authority of IIFT (K).

6.00 **HEALTH, SAFETY AND ENVIRONMENT:**

- 6.01 It is mandatory for the contractor to provide safety equipment and gadgets to his all workers, supervisory and Technical Staff engaged in the execution of the work while working. The minimum requirement (but not limited to) shall be Gum boots/Safety shoes, Safety helmets, Rubber hand gloves, Face masks, Safety belts, Goggles etc. (as per work requirements). No Staff / worker shall be allowed to enter the site without these equipment's/gadgets. The above norm is to be strictly complied with at site. In case the contractor is found to be deficient in providing Safety Equipment's /Gadgets in the opinion of the Engineer-in-Charge, the Engineer-in-Charge at his option can procure the same at the risk & Cost of contractor and provide the same for the use at worksite and shall make the recoveries from the bills of the contractor. The contractor shall abide by all rules & regulations pertaining to Health, Safety and Environment.
- 6.02 The contractor shall be fully responsible to observe the labour safety provisions. The contractor shall 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 as directed by Engineer-in-Charge.

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 Govt. from time to time for the protection of health and sanitary arrangements for workers.

6.03 **FIRST -AID FACILITIES**

At every work place first-aid facilities shall be provided and maintained, so as to be easily accessible during working hours. First- Aid boxes at the rate of not less than one box Per 150 contract labourers or part thereof ordinarily employed.

The First-Aid boxes shall be distinctly marked with a red cross on white background and shall contain the following equipment's :-

- a) For work place in which number of contract labourers employed does not exceed 50, each First-Aid box shall contain the following equipment's:
 - I) Small Sterilized Dressings. II) Medium Size Sterilized Dressings. III) Large Sterilized Dressings. V) Large Sterilized burn Dressings. VI) 1 (30ml) bottle containing a two percent alcoholic solution of iodine. VII) 1 (30 ml) bottle containing Salvolatile having the dose and mode of administration indicated on the label. VIII) 1 Snakebite lancet. IX) 1 (30 ml) bottle of Potassium Permanganate Crystals. X) 1 Pair of Scissors. XI) I copy of the First-Aid leaf-let issued by the Director General, Factory Advise Service & Labour Institute, Government of India. XII) 1 bottle containing 100 tablets (each of 5 grams) of aspirin. XIII) Ointment for burns. XIV) A bottle of suitable surgical antiseptic solution.

6.04 **SITE CLEARANCE**

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

work to the IIFT (K) the contractor shall remove all temporary structures like the site offices, Cement Go-down, Stores, Labour Hutments, Scaffolding rubbish, debris etc., left over materials, tools and Plants, equipment's etc., clean the site to the entire satisfaction of the Engineer-in-Charge. If this is not done the same will be got done by IIFT (K) at his risk and cost.

6.05 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 building, and the rates quoted by the contractor shall be deemed to have included the same.

7.00 **QUALITY ASSURANCE PROGRAMME:-**

7.01 To ensure that the services under the scope of this contract are in accordance with the specification, the contractor shall adopt Quality Assurance Programme to control such activities at the necessary points. The contractor shall prepare and finalize such Quality Assurance Programme within 15 days from the date of issue of Letter of Award. IIFT (K) shall also carry out quality audit and quality surveillance of systems and procedures of Contractor and shall generally cover the following:

- a) His organization structure for the management and implementation of the proposed Quality/Assurance Program.
- b) Document control system.
- c) The procedure for purpose of 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 activation.
- g) System for indication and appraisal of inspection status.
- h) System for maintenance of records.
- i) System for handling, storage and delivery.
- j) A quality plan detailing out quality practices and procedures, relevant standards and acceptance levels for all types of work under the scope of this contract.

7.02 All the quality reports (i.e. checklists & registers) shall be maintained /submitted by the Contractor as per IIFT (K) QA-QC manual. Checklists & Registers enclosed in the QA-QC manual shall be followed while carrying out Construction activities (items). If any item is not covered by the checklist/Register, the Format for the same may be developed and submitted to Engineer-in-Charge for approval and the same shall be adopted. These filled in reports shall be duly signed by representatives of the Contractor of IIFT (K). All the cost associated with printing of Formats and testing of materials required as per technical specifications or by Engineer-in-Charge shall be included in the Contractor's quoted rates in the Schedule/Bill of quantities.

7.03 **CONTRACT COORDINATION PROCEDURES, COORDINATION MEETINGS AND PROGRESS REPORTING**

The contractor shall prepare and finalize a detailed contract coordination procedure within 15 days from the date of issue of Letter of Award for the purpose of execution of the contract and submitted the total work programme item wise in BAR Chart within 10 days issue of Letter of Award. During the execution of the work, Contractor shall submit at his own cost a detailed Monthly progress & Programme report to the Engineer-in-Charge/Section Officer of IIFT (K) by 5th of every month. The format of monthly progress & programme report shall be as approved by Engineer-in-Charge/Section Officer of IIFT (K).

7.04 **COMPLETION CERTIFICATE AND COMPLETION PLANS**

Within 10 days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge and within thirty days of the receipt of such notice, the Engineer-in-Charge/Section Officer shall inspect the work and if there is no defect in the work, he shall furnish the Contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or

(b) For which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor has removed from the premises on which the work is executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for the work.

7.04 a) Contractor shall be responsible for handing over of project including Signing of inventories by the IIFT (K) and shall obtain final work completion certificate from IIFT in the attached format at Annexure 4.8 A. No payment of final bill shall be released to the contractor until final work completion certificate is obtained from IIFT (K).

8.0 **FORECLOSURE OF CONTRACT BY IIFT (K) :-**

If at any time after the commencement of the work, IIFT (K) shall for any reason whatsoever is required to abandon the work or is not required to carry out the whole work thereof as specified in the tender, the Engineer-in-Charge shall give notice in writing of the fact to the contractor, who shall have no claim to any payment of compensation whatsoever on account of any profit or advance which he might have derived from the execution of the work in full, but which he did not derive in consequence of the foreclosure of the whole or part of the works.

9.0 **DEFECTS LIABILITY PERIOD**

The contractor shall be responsible for the rectification of defects in the works for a period of twelve (12) months from the date of taking over of the works by IIFT (K). Any defects 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, shall be rectified by IIFT (K) at the cost and expense of the contractor.

10.0 **SUBLETTING/SUB-CONTRACTING:-**

- 10.01 The sub-contracting, excluding design work shall be limited to 50% of the contract value. The value of a Sub-contract, other than for design work and bought out items as and when awarded, should be intimated by the Contractor to the Engineer-in-Charge/Section Officer and it should also be certified that the cumulative value of the Sub- contract awarded so far is within the aforesaid limit of 50%. A copy of the contract between the contractor and Sub-contractor shall be given to the Engineer-in-Charge/Section Officer within 15 days of signing and in any case not later than 7 days before the Sub-contractor starts the work and thereafter the contractor shall not carry any modification without the consent in writing of the Engineer-in-charge/Section Officer. The Terms and Conditions of Sub-contractor and the payments that have to be made to the Sub-Contractor shall be the sole responsibility of the contractor. Payments to be made to such Sub-Contractors will be deemed to have been included in the contract price of the Contractor. Sub-contract any part of work, however, does not absolve the contractor from his responsibility for quality of the final product.
- 10.02 The contractor may entrust specialist items of works like MEP services, HVAC, Lift, Building Management System, Water Proofing, and Data & Communication networking, Interiors, Landscaping etc. to the agencies specialized in the specific Trade. The contractor shall give the names and details of such firm whom it is going to employ for approval of IIFT (K). These details shall include the expertise, financial status, technical manpower, equipment, resources and list of works executed by the specialist agency. Further, prior written approval is required from IIFT (K) to deploy such agency/ sub-contractor.
- 10.03 The Terms & Conditions applicable to the contractor in respect of the proposed sub-Contract, the same Terms & Conditions shall be imposed on the Sub-contractor to enable the contractor to comply with his obligations under the contract with IIFT (K).
- 10.04 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 or off-site place.

11.00 **CENTERING & SHUTTERING.**

Marine Plywood or steel plates or any materials mentioned elsewhere in the tender document or as approved by Engineer-in-Charge/Section Officer 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 IIFT (K)'s Engineers at site. The number of repetitions allowed for plywood and steel shuttering shall be at the discretion of Engineer-in-Charge of IIFT 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.

12.00 **RECORDS OF CONSUMPTION OF CEMENT, STEEL AND OTHER MAJOR ITEMS**

- 12.01 For the purpose of keeping a record of Cement and Steel received at site and consumed in works, the contractor shall maintain a proper bound register in the form approved by IIFT (K), 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 IIFT's representative.

12.02 In case cement or steel quantity consumed is lesser as compared to the theoretical requirement of the same as per MORTH/CPWD, recovery for lesser consumption of cement/Steel shall be made in the item rates of the work done subject to the condition that the tests results fall within the acceptable criteria as per MORTH/CPWD (as the case may be) specifications otherwise the work shall have to be dismantled and redone by the contractor at no extra cost. In case of Cement, if actual consumption is less than 98% of the theoretical consumption, a recovery shall be made from the contractor's bills at the penal rate for the actual quantity which is lower than 98% of the theoretical consumption.

13.00 **TESTS AND INSPECTION:**

13.01 The contractor shall carry out the various mandatory tests as per specifications and the technical documents that will be furnished to him during the performance of the work. All the tests on materials, as recommended by CPWD, MORTH and relevant Indian Standard Codes or other standard specification shall be carried out by the contractor at the field testing laboratory or any other recognized institution/laboratory, as directed by IIFT (K). All the tests, either on the field or outside laboratories concerning the execution of the work and supply of materials shall be carried out by the contractor at the cost of contractor.

13.02 All works executed or under the course of execution in pursuance of this contract shall at all times be open to inspection and supervision of IIFT (K).

The work during its progress or after its completion may also be inspected, by Chief Technical Examiner of Government of India (CTE) and /or an inspecting authority of State Government of state in which the work is executed and/or by third party checking by Contractee. The compliance of observations/improvements as suggested by the inspecting officers of IIFT (K) /CTE/State Authorities shall be obligatory on the part of the Contractor at the cost of Contractor.

14.00 **SETTING OUT OF THE WORKS**

14.01 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 at any time during the progress of works, shall any error appear or arise in the position, levels, dimensions or alignment of any part of the works, the contractor shall at his own expense rectify such error to the satisfaction of Engineer-in-Charge. The checking of any setting out or of any line or level by the engineer of IIFT (K) shall not in any way relieve the contractor of his responsibility.

15.00 **POSSESSION PRIOR TO COMPLETION :**

15.01 IIFT (K) shall have the right to take possession of or use any completed or partially completed

work or part of the work. Such possession or use shall not be deemed to be accepted if any work is not completed in accordance with the contract agreement. If such prior possession or use by IIFT (K), delays the progress of work, an equitable adjustment in the time of completion will be made and the contract or agreement shall be deemed to be modified accordingly. The decision of IIFT (K) in such case shall be final, binding and conclusive.

15.02 When the whole of the works or the items or the groups of items of work have been completed, the contractor will give a notice to the Engineer in writing. The Engineer shall within 7 days on the date of receipt of such notice, inspect the works and give instructions in writing to the contractor specifying the balance items of work which are required to be done by the contractor and shall also notify the contractor of any defect in the works after completion.

16.00 **TECHNICAL STAFF FOR WORK:**

16.01 The contractor shall employ at his cost the adequate number of technical staff during the execution of this work depending upon the requirement of work. For this purpose, the numbers to be deployed, binding on the contractor. The contractor shall not be entitled for any extra payment in this regard. IIFT (K) to take instructions.

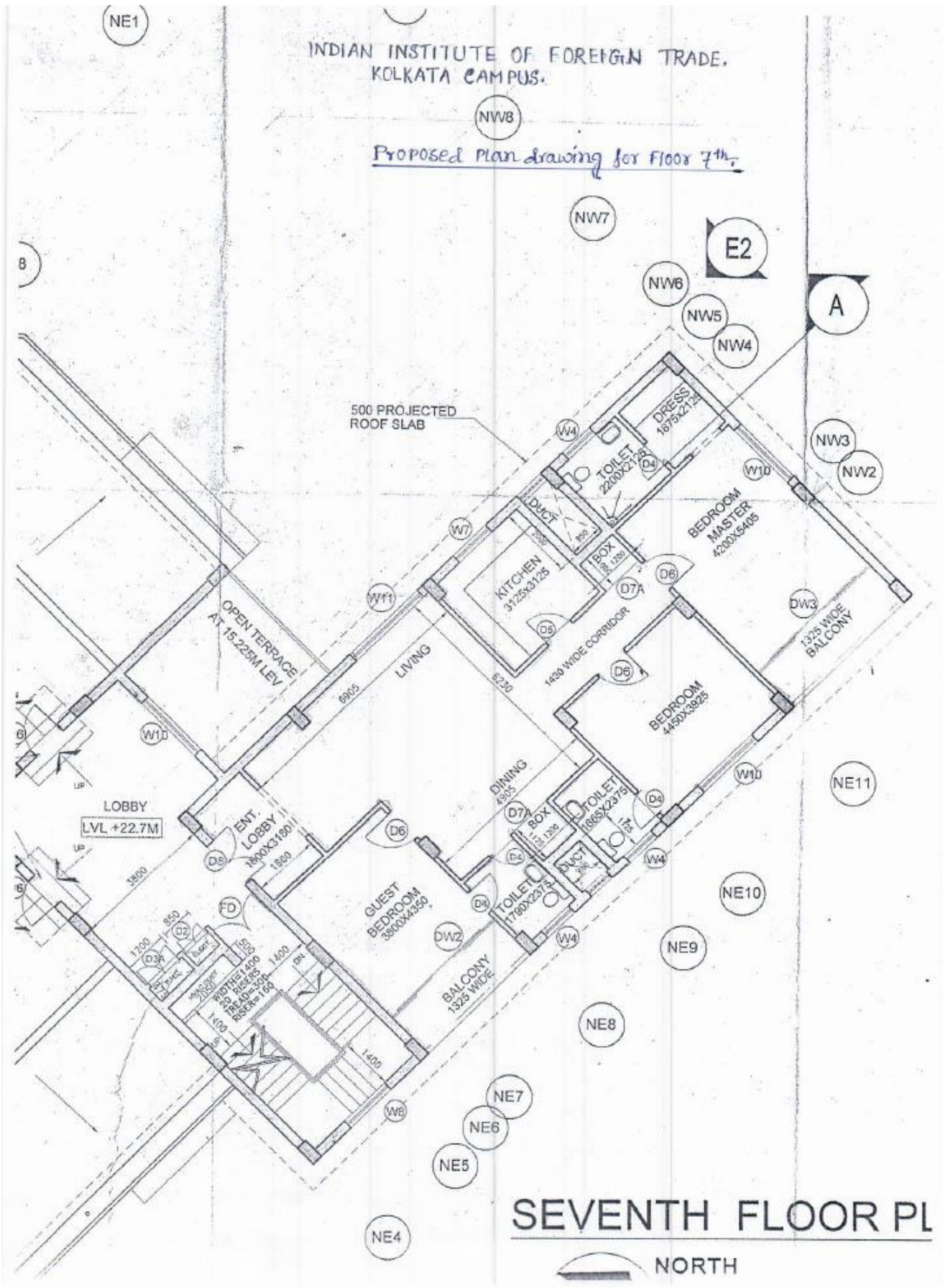
16.02 In case contractor fails to employ the staff as aforesaid he shall be liable to pay a reasonable amount not exceeding a sum of Rs. 50,000.00 (Rupees Fifty Thousand only) for each month of default in the case of each person. The decision of the Engineer-in-Charge as to the number of Technical Staff 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 as to the amount and the contractors liability to pay the said amount.

➤ **APPROVED MAKE FOR CONSTRUCTION OF HOSTEL ROOMS OF 7TH & 8TH FLOOR OF FACULTY BLOCK AND DINING HALL AT EXISTING GROUND FLOOR OF HOSTEL BLOCK EXECUTING ALL CIVIL & ELECTRICAL WORKS, PERCENTAGE RATE TENDER BASIS AT IIFT, KOLKATA CAMPUS**

Sl no.	Description of Materials	Make
1.	<i>For Cement (PPC/OPC):</i>	UltraTech, Ambuja, Lafarge, ACC
2.	<i>For Steel (Fe-500):</i>	SAIL, RINL, TATA, JSW, SRMB, Shyam Steel
3.	<i>For Stone Metal:</i>	Rampurhat/Pakur
4.	<i>For Light Fitting:</i>	Phillips, Wipro, Trilux
5.	<i>For MCB/MCCB/Fuse Switch unit:</i>	Legrand, L&T, Schneider Electric, Siemens, Havells.

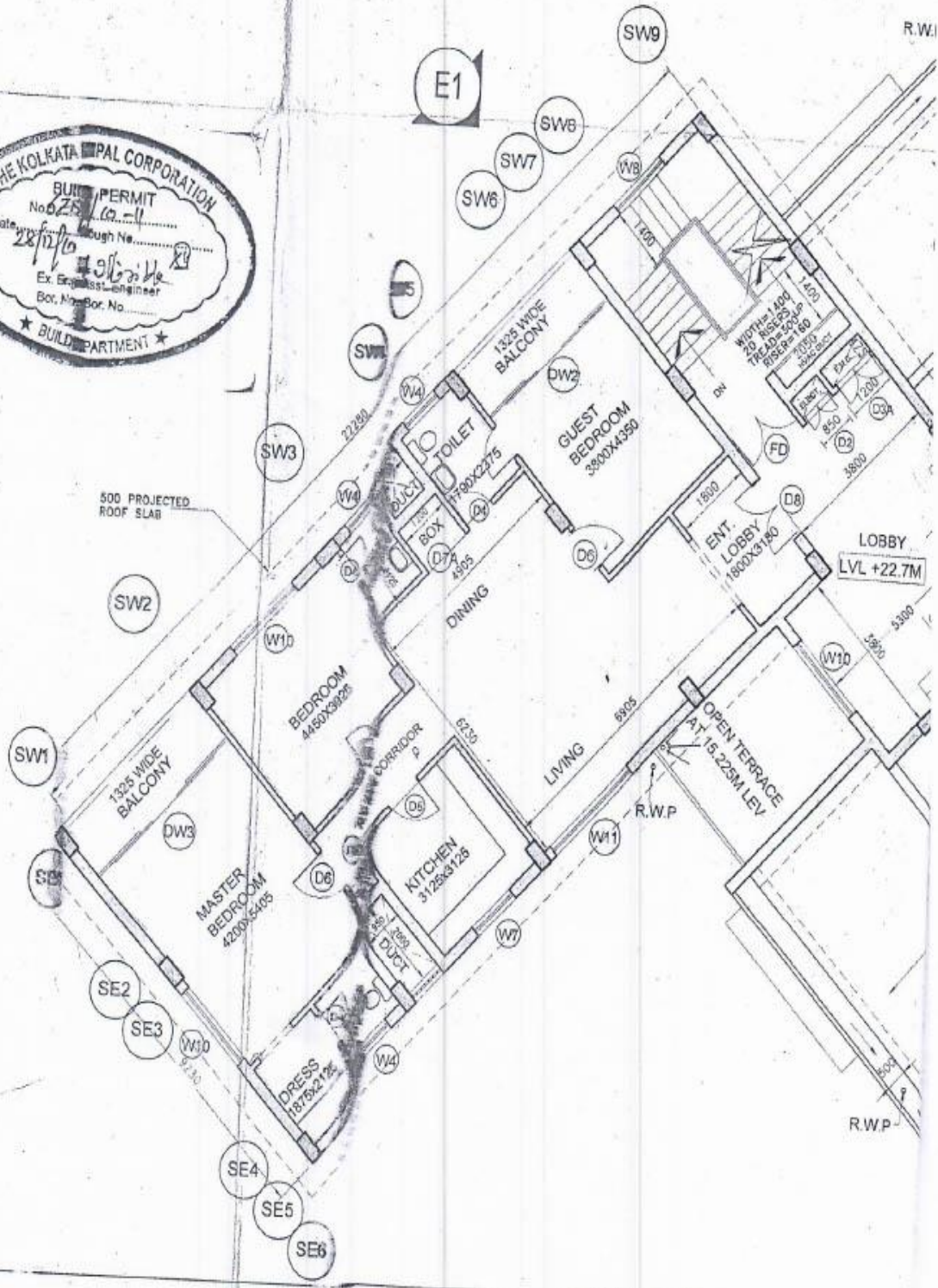
6.	<i>For 1.1 KV grade XLPE armoured cable:</i>	Nicco, Gloster, Havells, KEI
7.	<i>For Compression Gland:</i>	Baliga Lighting, Comet, Cosmos
8.	<i>For Aluminium Lugs:</i>	Comet, Cosmos, Dowell's, Hax Brass.
9.	<i>For Painting:</i>	Asian, Berger, Dulux.
10.	<i>For Any others materials:</i>	As per ISI standard.

INDIAN INSTITUTE OF FOREIGN TRADE KOLKATA CAMPUS



INDIAN INSTITUTE OF FOREIGN TRADE SW10
KOLKATA CAMPUS

Proposed plan drawing for Floor 7th

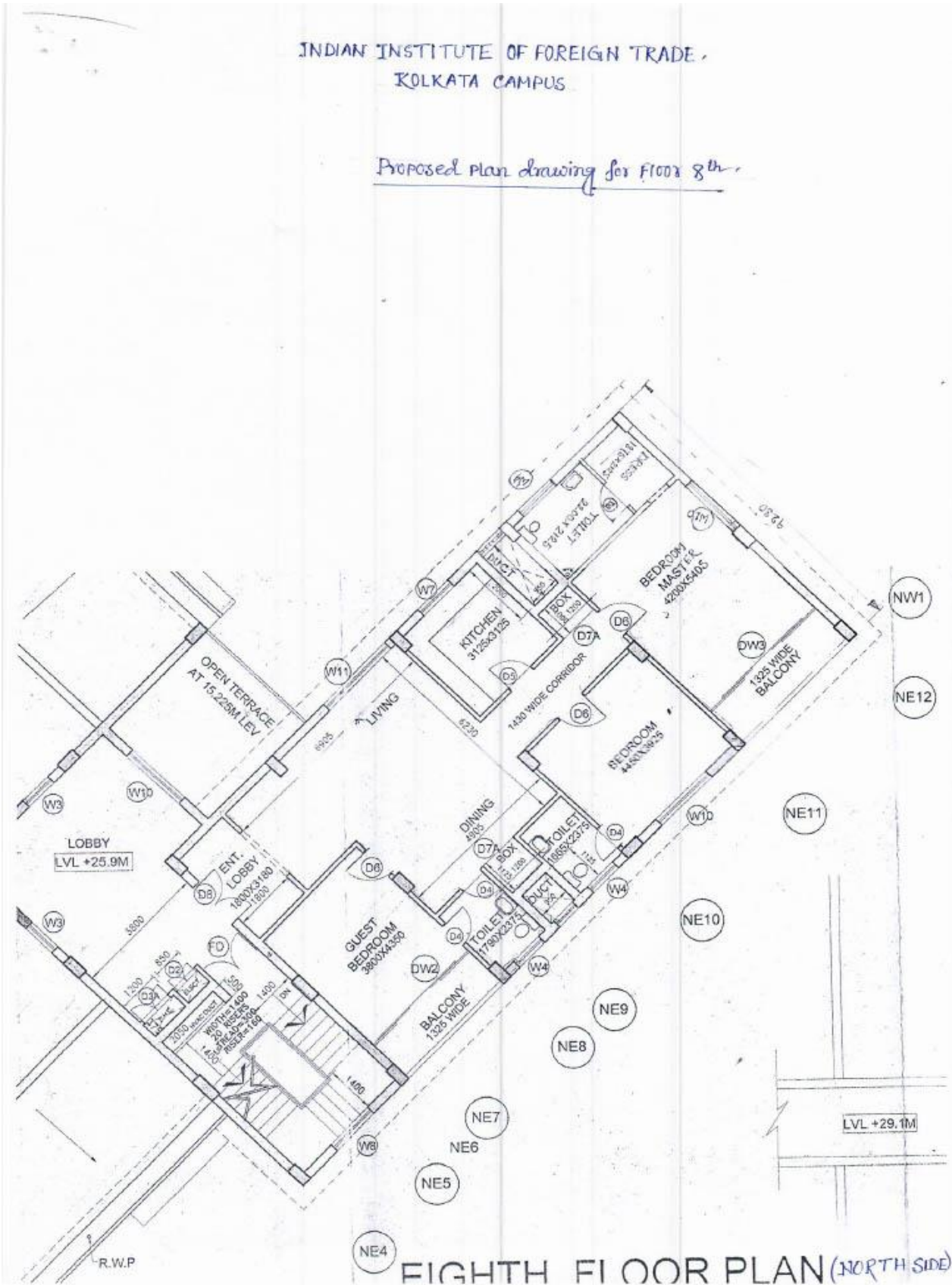


SEVENTH FLOOR SIDE ('SOUTH SIDE')

INDIAN INSTITUTE OF FOREIGN TRADE KOLKATA CAMPUS

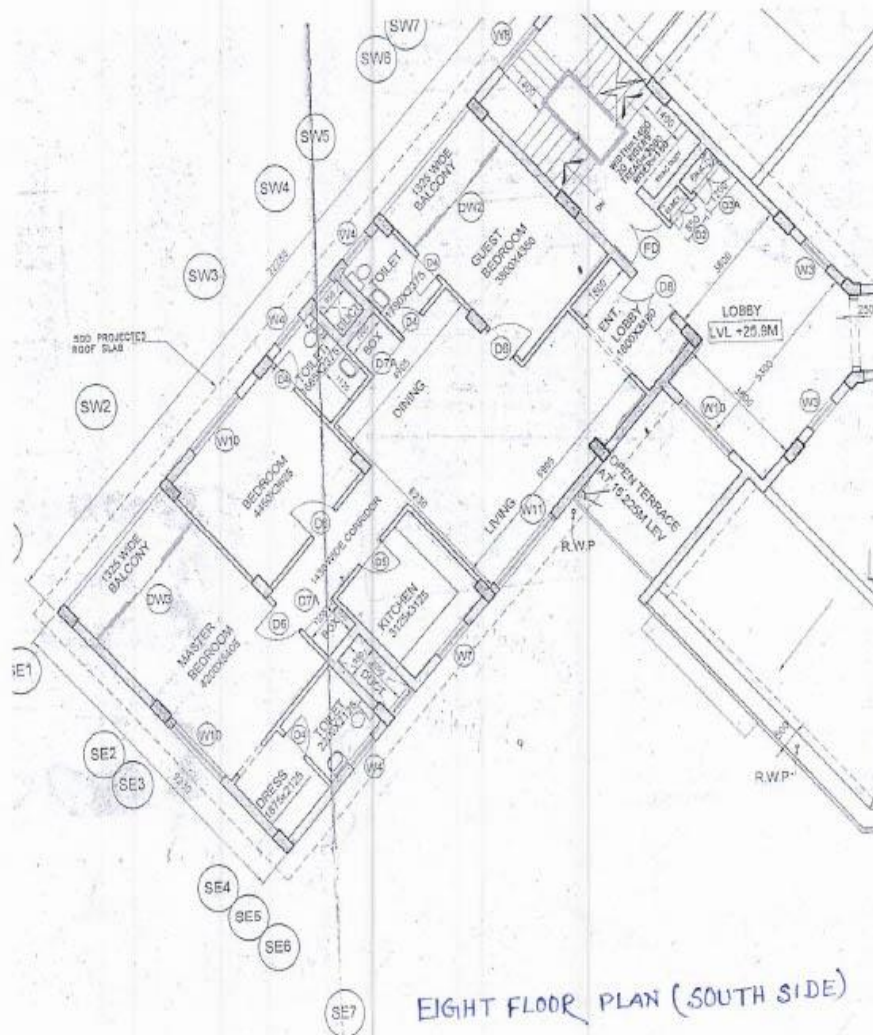
INDIAN INSTITUTE OF FOREIGN TRADE,
KOLKATA CAMPUS

Proposed plan drawing for Floor 8th



INDIA INSTITUTE OF FOREIGN TRADE
KOLKATA CAMPUS

Proposed Plan Drawing for Floor 8th.



EIGHT FLOOR PLAN (SOUTH SIDE)

INDIAN INSTITUTE OF FOREIGN TRADE. KOLKATA CAMPUS

ACCEPTANCE OF TENDER CONDITIONS

From: (To be submitted in ORIGINAL on the letter head of the company by the authorized officer having power of attorney)

**INDIAN INSTITUTE OF FOREIGN TRADE,
KOLKATA CAMPUS,
1583 MADURDAHA, WARD-108,
BOROUGH-XII, CHOWBAGA ROAD,
KOLKATA-700107,**

Sub: Name of the work & NIT No.

Sir,

- i) This has reference to above referred tender. I/We are pleased to submit our tender for the
- ii) above work and I/We hereby unconditionally accept the tender conditions and tender
- iii) documents in its entirety for the above work.

- iv) I/we are eligible to submit the tender for the subject tender and I/We are in possession of all the documents required.

- v) I/We have viewed and read the terms and conditions of the GCC/SCC carefully. I/We have downloaded the following documents forming part of the tender document.
 - a) Notice Inviting e-Tender.
 - b) Salient Information.
 - c) Qualifying Criteria.
 - d) Instruction to Bidders
 - e) General conditions of contract.
 - f) Special conditions of Contract.
 - g) Format of no deviation certificate.
 - h) Format of Declaration certificate.
 - i) Technical Specification
 - j) Proposed plan drawing for Floor 7th & 8th.
 - k) Forms
 - l) Formats.

- vi) I/ We have submitted the mandatory documents as per Notice Inviting tender
- vii) Should this tender be accepted, I/We agree to abide by and fulfill all terms and conditions referred to above and as contained in tender documents elsewhere and in default thereof, to forfeit and pay IIFT-(K) or its successors or its authorized nominees such sums of money as are stipulated in the notice inviting tenders and tender documents.
- viii) If I/We fail to commence the work within 10 days of the date of issue of Letter of Award and /or I/We fail to sign the agreement as per Clause 82 of Clauses of Contract and /or I/We fail to submit performance guarantee as per Clause 02 of Clauses of Contract, I/We agree that IIFT-(K) shall, without prejudice to any other right or remedy, be at liberty to cancel the Letter of Award and to forfeit the said earnest money as specified above.

Dated:.....

Tender for:

FORM-A

MANDATORY INFORMATION DOCUMENTS:

DETAILS OF WORK EXPERIENCE CERTIFICATES

S. No	Name of work and its location	Name of Client	Date and No. of Completion Certificate	Date of Start	Date of Completion	Cost of Work on completion	Value of TDS in case of Private Work	Reference and Page No. of Documentary Proof of the detail missing in completion certificate
1.								
2.								
3.								

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.
3. If any detail is not mentioned in the Work Completion Certificate, documentary proof of the details like drawings, LOA, BOQ, completion certificate/occupation certificate, copy of final bill, etc. is to be submitted and uploaded on Tender Website along with the Completion Certificate.

Signature of Bidder with Seal

(Signature of Contractor)

Page

Tender for:

FORM-B

MANDATORY INFORMATION DOCUMENTS:

DETAILS OF SIMILAR WORKS

S. No	Name of Work for which Experience Certificate has been submitted	Name of Clients	Date and No. of Completion Certificate	Type of Work i.e. Residential / Non Residential Building	No. of Basements	No. of Storeys	Height Of Building	Ref. & Page No. of Documentary Proof of the detail missing in completion certificate
1								
2								
3								

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

Signature of Bidder with Seal

(Signature of Contractor)

Page

FINANCIAL DETAILS

Tender For:

MANDATORY INFORMATION DOCUMENTS:

	1 st FY Rs. (In Lacs)	2 nd FY Rs (In Lacs)	3 rd FY Rs. Lacs	4 th FY Rs. Lacs	5 th (& last) FY Rs. (In Lacs)
i.) Profit/Loss			a	b	c
ii.) Gross Annual Turnover of Previous 3 financial years ending as on 31 st March of last FY					
iii.) Average Annual Turnover for previous 3 financial years (Rs. In Lacs) (a+b+c)/3					
iv.) Net Worth (paid up capital+reserves) as on 31 st March of last FY					
v.) Bank Solvency amount as mentioned in the Bank Solvency Certificate					

1. Summarised page of Audited Profit & Loss Account of previous five Financial Years duly certified by the chartered account, is to be submitted.
2. Summarised page of Audited Balance Sheet of last Financial Year (ending 31st March of preceding FY) duly certified by the chartered account, is to be submitted.

Note: This Form-C is to be submitted in original and Financial Details are required to be filled for 03 years.

Signature of Chartered
Accountant with Seal

Seal and Signature
of bidder

(Signature of Contractor)

Page

TDS DETAILS FOR PRIVATE SECTOR PROJECTS

S. No.	Name of Work	Name of Clients	Project Cost in Crores	No. And Date of Completion Certificate	Cost of the work on completion in Crores	Payments Received as per TDS In Crores	TDS Corresponding To Payments	Year wise TDS as per Form-26AS/Form 16A relating to the work
1.								
2.								
3.								

Note: Value of Work done will be considered commensurate with value of TDS Certificates.

In case of multiple contracts undertaken from a Client, details of TDS/Form-26AS for each work mentioned above need to be segregated and given separately.

This form need to be supported with Form-26AS taken in HTML format or Form - 16A.

Signature of Bidder with Seal

Signature of Chartered Accountant
with Stamp and Membership Number

(Signature of Contractor)

Page

Dispatch number of bank/ Date

SOLVENCY CERTIFICATE ON LETTER HEAD OF BANK

This is to state that to the best of our knowledge and information that

M/s..... having/registered office address.....
..... is customer of 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.....).

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

Notes:-

1. The certificate should have been issued within 6 months from original last date of the submission of the tender.

(Signature of Contractor)

Page

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 (Attach copy of Article of Association) e) Any other (mention the type)	
6.	Place and Year of Incorporation **	
7.	Name of Directors/Partners in the organization	
8.	Name(s) and Designation of the persons , who is authorized to deal with IIFT (K) (Attach copy of power of Attorney)	
9.	Bank Details : Name of Bank, Address of Bank Branch, Account No., RTGS, IFS Code	

“
Signature of Bidder with Seal

(Signature of Contractor)

Page

Name of the Client with Address, email & phone no.

Dispatch No.....

Date:

WORK EXPERIENCE CERTIFICATE

Name of Contractor _____

1	Name of work / project & Location				
2	Name and Address of the Clients				
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 compensation 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				
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				

Date Name & Designation
Signature with Seal of issuing Authority

AFFIDAVIT

Form-R

(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/o
R/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 IIFT (K) are genuine and true and nothing has been concealed.
3. I shall have no objection in case IIFT (K) verifies them from issuing authority(ies). I
shall also have no objection in providing the original copy of the document(s), in case
IIFT (K). demands so for verification.
4. The _____ (Name of the bidder) shall fully comply with the DIPP's
PPP-MII Order No. P-45021/2/2017/E-II dtd. 15.06.2017 or any further
revision at any later date during the entire tenancy of the contract.

Note: In case of procurement for a value in excess of Rs. 10 Crore, above
undertaking shall be provided from a statutory auditor or cost auditor of the
company (in the case of companies) or from a practicing chartered
accountant (in case of tenderer other than companies)

5. I hereby confirm that in case, any document, information & / or certificate submitted
by me found to be incorrect / false / fabricated, IIFT (K) at its discretion may disqualify
/ reject / terminate the bid/contract and also forfeit the EMD / All dues.
6. I shall have no objection in case IIFT (K) 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 IIFT (K) receives said verification.
7. 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, IIFT (K)
shall reject my bid, cancel pre-qualification and debar me from participating in any
future tender for three years.
8. I hereby confirm that our firm /company is not blacklisted/ barred /banned from
tendering by IIFT (K). If this information is found incorrect, IIFT (K) at its discretion may
disqualify / reject / terminate the bid/contract.
9. 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 / Authorised signatory of M/s.....
..... 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.

Verified atthis.....day of

DEPONENT

ATTESTED BY (NOTARY PUBLIC)

DEPONENT

(Signature of Contractor)

Page

GST Registration Details of Contractor/Vender	
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 Contractor)

Page

UNDERTAKING & DECLARATION

11(A) - FOR UNDERSTANDING THE TERMS & CONDITION OF TENDER & SPEC. OF WORK

(a) Certified that:

1. I / We have read, understood and agree with all the terms and conditions, specifications included in the tender documents & offer to execute the work at the rates quoted by us in the tender form.

2. If I / We fail to enter into the agreement & commence the work in time, the EMD / Performance guarantee deposited by us will stand forfeited to the IIFT.

3. I / We are not blacklisted by GST authorities.

(b) The bidder hereby covenants and declares that:

1. All the information, Documents, Photocopies of the Documents / Certificates enclosed along with the Tender offer are correct.

2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, IIFT reserves the right to reject our tender offer / cancel the LOA / Purchase / work order if issued and forfeit the EMD / Performance guarantee / Bill amount pending with IIFT. In addition, IIFT may debar the contractor from participation in its future tenders.

Date:

Place:

Name of bidder

11(B) – NEAR RELATIONSHIP CERTIFICATE

(Format of the Certificate)

"I.....S/o.....

R/o..... hereby certifies that none of my relative(s) as defined in the tender document is / are employed in IIFT unit as per details given in tender document.

In case at any stage, it is found that the information given by me is false / incorrect, IIFT shall have the absolute right to take any action as deemed fit / without any prior intimation to me."

Date:

Place:

Name of bidder

**11 (C) Declaration in respect of no addition / deletion / corrections in downloaded tender
(To be submitted in Original on Letter Head of the Applicant/ Bidder)**

Whereas, I/we (name of agency) has submitted bid
for.....
..... I/we hereby submit following declaration that no
addition / deletion / corrections have been made in the downloaded tender document being
submitted and it is identical to the tender document appearing on the website.

Date:

Signature of bidder

Place:

Name of bidder

11 (D) Certificate regarding restrictions on procurement from a bidder of a country which shares a land border with India

Certificate for Tenders

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India I certify that this bidder is not from such a country, or if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]

Certificate for Tenders for Works involving possibility of sub-contracting

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]

Date:

Signature of bidder

Place:

Name of bidder

11 (E): For Letter of Authorization for Attending Bid Opening Event

(To be typed preferably on letter head of the company)

Subject: AUTHORIZATION FOR ATTENDING BID OPENING AND PRESENTATION

I / We Mr./Ms. have submitted our bid for the tender no.IIFT(K)/NIT/FACULTY-HOSTEL/7,8&DIN/2022-23/H-01, Dated10/06/2022 in respect of “Construction of Hostel Rooms of 7th & 8th floor of Faculty Block and Dining Hall at existing Ground Floor of Hostel Block, executing all Civil & Electrical works at IIFT, Kolkata Campus” which is due to open on 01/07/2022, in the chamber of Section Officer, Indian Institute of Foreign Trade (IIFT), Plot No. 1583, Madurdaha, Chowbaga Road, Kolkata – 700107.

We hereby authorize Mr. / Ms. & Mr./Ms..... (Alternative) whose signatures are attested below, to attend the bid opening for the tender mentioned above on our behalf.

.....
Signature of the Representative

.....
Name of the Representative

Signature of Bidder/Officer authorized to sign on behalf of the Bidder

.....
Signature of the alternative Representative

.....
Name of the alternative Representative

Above Signatures Attested

Note 1:Maximum of two representatives will be permitted to attend the Bid opening.

Note 2: Permission for entry to the hall where bids are opened may be refused in case authorization a

SECTION- 11 (Part-A)

BIDDER'S PROFILE & QUESTIONNAIRE

(To be filled in and submitted by the bidder)

A) BIDDER'S PROFILE:

1. Name of the Individual / Firm:.....
2. Present correspondences address:
Telephone No., Mobile No.,
FAX No.
3. Address of place of Works/Manufacture:
.....
Telephone No....., Mobile No....., FAX No.
.....
4. State the Type of Firm: Sole proprietorship / Partnership Firm / Private Limited Company
(Tick the correct choice)
5. Name of the sole proprietor / partners / Director(s) of Pvt. Ltd Co.:
.....
6. Name of the person authorized to enter into and execute contract / agreement and the capacity
in which he is authorized (in case of partnership / Private Ltd Company):
.....
7. Bid security/ EMD DECLARATION FORM.....
8. Permanent Account No.:
9. MSME Certificate No. Valid upto:
10. GST Registration No.
11. Annual Turnover and Profit of past three years as mentioned on letter head of CA
 - (a) Annual turnover and Profit for FY 2017-18.....
 - (b) Annual turnover and Profit for FY 2018-19

- (c) Annual turnover and Profit for FY 2019-20.....
- (d) Annual turnover and Profit for FY 2020-21
- (e) Annual turnover and Profit for FY 2021-22.....

12. Solvency Certificate attached : Yes / No

13.

(i) Experience of providing Construction Services (in the past 7 years) : Yes / No

If yes, kindly provide name and duration (From – Till)

.....

.....

.....

.....

.....

.....

.....

.....

(ii) Experience of providing Construction Services (in the past 7 years): Yes/ No

If yes, kindly provide name and duration(From–Till)

.....

.....

.....

.....

.....

.....

.....

.....

14. Details of the Bidder’s Bank for effecting e-payments:

- (a) Beneficiary Bank Name:
- (b) Beneficiary Branch Name:
- (c) IFSC code of Beneficiary Branch:
- (d) Beneficiary Account No.:
- (e) Branch Serial No. (MICR No.):

15. Whether the firm has Office / works (i.e. manufacture of the tendered item) in Kolkata.
If so, state its Address

.....

B) QUESTIONNAIRE

1.0 Do you think any other detail / material is required to complete the work specified in the specification? Yes / No

1.1 If Yes, Give details:.....

.....

2.0 Do you think any other item of work need to be included in tender form to complete the work specified in the specification? Yes/ No

2.1 If Yes, Give details:
.....

3.0 Suggestion for improvement of the tender document:
.....
.....
.....

Date

Name of bidder

APPLICATION FOR EXTENSION OF TIME

(To be completed by the Contractor)

P A R T - I

1. Name of Contractor
2. Name of the work as given in the Agreement
3. Agreement No.
4. Estimated amount put to tender
5. Date of commencement 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

- | | | |
|----------------------------------------------------------------|--------|------|
| a) First extension vide Engineer-in-charge letter No... ..date | Months | Days |
| b) 2nd extension vide Engineer-in-charge letter No..... date | Months | Days |
| c) 3rd extension vide Engineer-in-charge letter No..... date | Months | Days |
| d) 4th extension vide engineer-in-charge letter No..... date | Months | Days |

Total extension previously given

9. Reasons for which extension have been previously given (copies of the previous application should be attached)

Period for which extension is applied for:

10. 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

(Signature of Contractor)

Page

i) Total period for which extension is now applied for on account of hindrances mentioned above.....Month/Days.

11. Extension of time required for extra work.

12. 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.

13. Total extension of time required for 11 & 12.

Submitted to the Engineer-in charges/Centre Head office.

SIGNATURE OF CONTRACTOR

DATE:

APPLICATION FOR EXTENSION OF TIME

(PART – II)

1. Date of receipt of application from Contractor for the work in the Engineer-in-charge office.
2. Acknowledgement issued by Engineer-in-charge vide his letter No. dated
3. Engineer-in-charge remarks regarding hindrances mentioned by the Contractor.
 - i) Serial No.
 - ii) Nature of hindrance
 - iii) Date of occurrence of hindrance
 - iv) Period for which hindrance, is likely to last
 - v) Extension of time period applied for by the contractor
 - vi) Over lapping period, if any, giving reference to items which over lap
 - vii) Net period for which extension is recommended.
 - viii) Remarks as to why the hindrance occurred and justification for extension recommended.
4. Engineer-in-charge recommendations.

The present progress of the work should be stated and whether the work is likely to be completed by the date up to which extension has been applied for. If extension of time is not recommended, what compensation is proposed to be levied under the agreement.

SIGNATURTE OF ENGINEER-IN-CHARGE

APPROVAL OF ZONAL HEAD

(Signature of Contractor)

Page

PROFORMA FOR EXTENSION OF TIME

P A R T -III

To

NAME

ADDRESS OF THE CONTRACTOR

SUBJECT:

Dear Sir(s)

Reference your letter No _____ dated _____, in connection with the grant of extension of time for completion of the work.....

The date of completion for the above mentioned work, is as stipulated in the agreement, dated

Extension of time for completion of the above mentioned work is granted up to _____, without prejudice to the right of the IIFT (K) to recover compensation for delay in accordance with the provision made in Clause of the said agreement dated the ___/___/____. It is also clearly understood that the IIFT (K) shall not consider any revision in contract price or any other compensation whatsoever due to grant of this extension.

Provided that notwithstanding the extension hereby granted, time is and shall still continue to be the essence of the said agreement.

Yours faithfully,

FOR IIFT (K)

(Signature of Contractor)

Page

CHECK LIST FOR CIVIL WORKS

1	Building Check structure of building for general soundness and safety through test results and visual inspections	All OK/Following deficiencies noticed .
2	Finishes 2.1 Check for finishes of floor, plaster, paints, external finishes, claddings 2.2 Check finishes of special treatment a) Acoustic treatment b) False flooring c) Special type of flooring d) False ceiling e) Vapour barrier treatment f) Underdeck/Overdeck insulation	All OK/Following defects noticed . . OK/Needs repair OK/Needs repair OK/Needs repair
3	Doors, Windows and handwares i) Locks ii) M.S. Items/fittings iii) C.P. Brass fittings iv) Iron oxidised fittings v) Anodised Aluminium fittings	All OK/need replacement
4	Check for internal Water supply & Sanitary works : 4.1 Water supply : i) OH tank-test for water tightness ii) Pressure testing waterlines and testing of fittings for leakages. a) CP brass water taps in bath b) Process water points c) PVC inlet connection with CP brass stop cock for • WC flushing cisterns • Wash basin • Urinal cisterns d) CE taps in Wash basins e) Shower rose with CP brass f) CP water taps • In bath	OK/Needs repair OK/Needs repair OK/Needs repair OK/Needs repair OK/Needs repair OK/Needs repair OK/Needs repair OK/Needs repair OK/Needs repair

	<ul style="list-style-type: none"> •• In WC •• In kitchen sink •• In lab sinks <p>g) CP pillar cock for wash basins</p> <p>h) Inspection of water supply pipes and control valves for leakages and proper functioning.</p> <p>i) Union joints for water meter</p> <p>j) Check provision of water meter boxes with locking provision</p> <p>(i) Check for cracks in vitreous chinaware items :</p> <ul style="list-style-type: none"> •• Wash basins •• Indian water closets with foot rest •• Indian water closet/Orissa pan •• European water closets •• Laboratory sinks •• Urinals •• Fire clay kitchen sinks <p>(ii) Check for satisfactory functioning of :</p> <ul style="list-style-type: none"> •• Flushing cistern for water closets •• Flushing cistern of Urinals and CP spreader pipes <p>i) Check for provision of CI frame and cover for valve chambers.</p> <p>k) Hydraulic pressure testing of G.I. Pipes</p>	<p>OK/Needs repair</p> <p>OK/Needs repair</p> <p>OK/Needs repair</p> <p>OK/Needs repair</p> <p>OK/Needs repair</p> <p>Good/Needs replacement</p> <p>Good/Needs replacement</p> <p>Good/Needs replacement</p> <p>Good/Needs replacement</p> <p>Good/Needs replacement</p> <p>Good/Needs replacement</p> <p>Good/Needs replacement</p> <p>OK/needs repair</p> <p>Test report to be enclosed.</p>
4.2	<p>CI Soil waste piping :</p> <p>i) Check for provision of CP gratings for Nahani traps/floor traps.</p> <p>ii) Provision of slopes in floor finish of bath rooms towards floor trap/Nahani trap</p> <p>iii) Check for leakages in bottle traps of WHB.</p> <p>iv) Check of leakages in CP waste couplings and provision of CP chain an rubber plug for :</p> <ul style="list-style-type: none"> •• Wash basins •• Kitchen sinks •• Lab sinks <p>v) Check for leakages in joints and inspection doors of CI soil/waste pipe stacks.</p>	<p>OK/Needs repair</p> <p>OK/Needs repair</p> <p>OK/Needs repair</p> <p>OK/Needs repair</p> <p>OK/Needs repair</p> <p>OK/Needs repair</p> <p>OK/Needs repair</p>
	<p>vi) Check provision of vent cowls for CI soil/waste pipe.</p>	<p>OK/Needs repair</p>

	<ul style="list-style-type: none"> vii) Check provision of CI manhole frame and cover for gully traps and inspection chambers. viii) Open all water taps and check for free flow of waste water from each sanitary fitting upto inspection chamber and check flow of waste water to main sewer. ix) Water test/smoke testing of CI soil/waste pipes 	<p>OK/Needs repair</p> <p>OK/Needs repair</p> <p>Test report to be enclosed.</p>
5.	External W/S System	
5.1	Distribution System <ul style="list-style-type: none"> (i) Check for leakages and ensuring free flow from ferrule to O.H. tanks on buildings (ii) Check material of pipes used in distribution system (iii) Type of joints provided (iv) Check for anchor blocks provided (v) Hydraulic test pressure for distribution pipe. 	Test report to be enclosed.
5.2	Elevated Water Tanks <ul style="list-style-type: none"> i) Test for water tightness in tank, pipes, joints, valves ii) Device for pipe openings of washout and outlet inside tank i) Check functioning of water level indicator. ii) Mosquito proof netting for vent pipes. iii) Concrete flash pad for overflow cum washout pipe and lead channel. iv) Check for handrails, access ladder to ensure safety requirements. v) Check for proper clamping of pipes inside the lower shaft. 	<p>OK/needs repair gradually Provided/needed to be provided.</p> <p>OK/not OK. Provided/to be provided. Provided/to be provided. OK/needs improvement. OK/needs improvement.</p>
5.3	Under Ground Tank <ul style="list-style-type: none"> i) Check for water tightness ii) Provision of vent pipe iii) Locking arrangement for inspection Manhole 	<p>Satisfactory/Not Satisfactory</p> <p>Provided/Not Provided</p> <p>Provided/To be Provided.</p>

6	<p>External Sewerage</p> <ul style="list-style-type: none"> i) Check for leakage test ii) Check for invert level of Manholes and gradient of sewers iii) Check for free flow in sewers iv) Provision of ladders in deep manholes v) Check for Manhole covers 	<p>Test report to be enclosed</p> <p>OK/needs modification OK/not OK Provided/To be provided Provided/To be provided</p>
---	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------

CHECK LIST FOR ELECTRICAL WORKS

Electrical item will be checked as per check lists 1 to 6 indicated in Annexure - 19

INSPECTION LIST NO. 6

Special Requirements like closed circuit TV, Cable TV, Laundry, Kitchen, Incinerator, Equipments etc.

Place :

Date of check :

Name of JE(E) :

Name of AE (E) :

Time of start :

Time of completion :

Division and Name of EE (E) :

'A' Closed Circuit TV:

1. Whether normal power supply available?
2. Standby power voltage? Supply available.
3. Whether the CCTV system is in working order?
No. of TVs :
No. of Cameras :
4. Monitor in working condition.
5. Operation of Camera (s) from control console
6. Cables from console to monitor/cameras checked for loose connections etc.

'B' Cable TV

1. Whether normal power supply available?
2. Standby power supply available?
3. All the channels of system in working condition.
4. Quality of pictures/sound satisfactory

'C' Laundry, Kitchen, Incinerator equipments.

1. Whether the equipment is in working condition?
2. Make and model of the Equipment.
3. Voltage at power outlet for equipment.
4. Whether standby power supply requirement?
If yes, availability of the same.
5. Last servicing of the equipment, date
6. Whether manufacturer inspected the equipment?
If yes, date.
7. Any equipment requiring replacement?

8. Capacity of equipment adequate?

Note : All the above arrangements/equipment should be checked at least once in a month or at least 3 days prior to any function.

All the above have been checked by me on, at, and found satisfactory working order for normal use/function.

Signature of JE (E)

Signature of AE (E)

HANDING /TAKING OVER OF BUILDINGS & SERVICES

FORMAT FOR HANDING OVER/TAKING OVER OF COMPLETED BUILDINGS INCLUDING SERVICES

1. Name of work/location :
2. Salient details of the building :
 - a) Type of Structure
 - b) Plinth area-floor wise
 - c) Type of Foundation
 - d) Special treatments/linings
 - (i) Acoustic treatment
 - (ii) False floors
 - (iii) Special type of flooring
 - (iv) False ceiling
 - (v) Vapour barrier treatment
 - (vi) Under deck/Over deck insulation
3. W/S and Sanitary installations
 - (a) Water Supply
 - (i) Sources of W/S to the building and source wise capacity
 - (ii) Brief specification of W/S distribution system
 - (b) Details of tube wells if any
 - (i) No. of tube wells
 - (ii) Yield of each tube well
 - (iii) Type of boring and depth
 - (iv) Brief specifications of boring pipes
 - (c) Type of w/s distribution
 - (i) OH tank details like material, lining, height, capacity etc.
 - (ii) W/S Sump details like material, depth, capacity etc.
 - (d) Sewerage System
 - (i) Specification of Sewerage System
 - (ii) Out fall of Sewerage System
 - (iii) Sewage Sump details if any
 - (iv) Sewage treatment plant details if any
4. Electrical and Air Conditioning System
 - (i) Details of internal electrical installations like wiring etc.
 - (ii) H.T. and L.T. Pannels details
 - (iii) Type of fans
 - (iv) Whether the building is centrally Air Conditioned.

- (v) A.C. Load
 - (vi) Type of plant
 - (vii) Brief specifications
- 5 Fire fighting/Fire alarm system
- (i) Type of fire fighting system
 - (ii) Type of fire alarm
 - (iii) Location of control room
 - (iv) Brief specification of fire fighting system
 - (v) Brief specification of fire alarm system
 - (vi) Fire tank capacity
 - (a) Over Head tank
 - (b) Under Ground tank
 - (vii) No. of fire hydrants
 - (viii) Fire pumps no., & Capacity.
- 6 Details of Guarantee/Warranty certificates obtained for building for various services/treatments
- 7 Contract details :
- (a) Name of the building contractor & Address
 - (b) Agreement
 - (c) Completion period
 - (i) Commencement date
 - (ii) Date of completion
 - (d) Approximate completion cost :
 - (a) Building
 - (b) W/S and Sanitary
 - (c) Electrical and Airconditioning
8. Major defects noticed at the time of handing over/taking over
- (a) Building work
 - (b) W/S and Sanitary installations
 - (c) Electrical and A/C works
9. Handing over of Completion drawings(4 sets of each)
- (a) Architectural Drawings Nos.
 - (b) Structural Drawings Nos.
 - (c) Water Supply, Sewerage & Drainage Drawings Nos.
 - (d) Electrical & A/C drawings Nos.

Handed over
 Signature :
 Name :
 Designation :

Taken over
 Signature :
 Name :
 Designation:

APPENDIX XVII
Notice for appointment of Arbitrator
[Refer Clause 25]

To
The Chief
Engineer/ADG/DGW
..... (Zone or Region)

Dear Sir,

In terms of clause 25 of the agreement, particulars of which are given below, I/we hereby give notice to you to appoint an arbitrator for settlement of disputes mentioned below:

1. Name of applicant
2. Whether applicant is Individual/Prop. Firm/Partnership Firm/Ltd. Co.
3. Full address of the applicant
4. Name of the work and contract number in which arbitration sought
5. Name of the Division which entered into contract
6. Contract amount in the work
7. Date of contract
8. Date of initiation of work
9. Stipulated date of completion of work
10. Actual date of completion of work (if completed)
11. Total number of claims made
12. Total amount claimed
13. Date of intimation of final bill (if work is completed)
14. Date of payment of final bill (if work is completed)
15. Amount of final bill (if work is completed)
16. Date of request made to SE for decision
17. Date of receipt of SE's decision
18. Date of appeal to you
19. Date of receipt of your decision.

Specimen signatures of the applicant
(only the person/authority who
signed the contract should sign)

I/We certify that the information given above is true to the best of my/our knowledge. I/We enclose following documents.

1. Statement of claims with amount of claims.
- 2.
- 3.
- 4.

Yours faithfully, (Signatures)

Copy in duplicate to:

1. The Executive Engineer,
..... Division.

SECTION- 12 (Part-A)

**12 (A) PROFORMA OF BID SECURITY DECLARATION
(To be submitted in Original on Letter Head of the Applicant/ Bidder)**

Whereas, I/we(name of agency) has submitted bid forand whereas the Earnest Money Deposit is being exempted in the aforesaid tender to give relief to the bidders as per govt. of India guidelines due to severe financial crunch on account of slowdown in economy due to the pandemic, I/we hereby submit following declaration in lieu of submitting Earnest Money Deposit:

- (1) If after the opening of tender, I/we withdraw or modify my/our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents;
OR
- (2) If, after the award of work, I/we fail to accept PO/APO, or to sign the contract, or to submit performance guarantee, or fail to commence the work within the stipulated time period prescribed in the Tender Documents
OR
- (3) If I/we furnish any incorrect or false statement/ information/ document;
OR
- (4) If I/we hide any relevant information or do not disclose any material fact in the tender;
OR
I/we may be debarred for period of three years and shall not be eligible to bid for IIFT tenders from the date of issue of such order.

Date:

Signature of bidder

Place:
Seal

Name of bidder

PROFORMAS

12 (B): For the Performance Guarantee

(To be typed on non-judicial stamp paper of appropriate value)

Subject: PERFORMANCE GUARANTEE

Whereas INDIAN INSTITUTE OF FOREIGN TRADE (hereafter referred to as "IIFT") has issued an APO no. Dated/...../2022 awarding the work of

"Construction Of Hostel Rooms Of 7th & 8th Floor Of Faculty Block And Dining Hall At Existing Ground Floor Of Hostel Block, Executing All Civil & Electrical Works, Percentage Rate Tender Basis At IIFT, Kolkata Campus" to

M/s,R/o

(hereafter referred to as "Bidder") and IIFT has asked him to submit a Performance Guarantee in favour of Vice Chancellor, IIFT of Rs./- (hereafter referred to as "P.G. Amount") valid up to/...../20..... (hereafter referred to as "Validity Date").

Now at the request of the Bidder, We Bank Branch having (Address)and Regd. Office address as(hereinafter called "the Bank") agreed to give this guarantee as hereinafter contained:

1. We, "the Bank" do hereby undertake and assure to the IIFT that if in the opinion of the IIFT, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the IIFT the said sum limited to Performance Guarantee amount or such lesser amount as IIFT may demand without requiring IIFT to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.

Any such demand from the IIFT shall be conclusive as regards the liability of Bidder to pay to IIFT or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay

or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and IIFT regarding the claim.

We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.

The Bank further agrees that the IIFT shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by IIFT against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of IIFT or any indulgence by IIFT to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

2. Notwithstanding anything herein contained;
 - (a) The liability of the Bank under this guarantee is restricted to the Performance guarantee amount and it will remain in force up to its Validity date.
 - (b) The guarantee shall stand completely discharged and all rights of the IIFT under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
3. In case IIFT demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of **"Indian Institute of Foreign Trade"** and payable at **"Kolkata"**.
4. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place...

Date...

(Signature of the Bank Officer)

(Rubber stamp of the bank)

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers

E-mail ID:

SECTION- 12 (Part-C)

DRAFT – AGREEMENT

(To be typed on non-judicial stamp paper of appropriate value)

Articles of agreement made and entered in to this day between the

INDIAN INSTITUTE OF FOREIGN TRADE and **M/s**

hereinafter referred to as the contractor.

Whereas the contractor have contracted with the **INDIAN INSTITUTE OF FOREIGN TRADE**

in respect of f “**Construction Of Hostel Rooms Of 7th & 8th Floor Of Faculty Block And**

Dining Hall At Existing Ground Floor Of Hostel Block, Executing All Civil & Electrical

Works, Percentage Rate Tender Basis At IIFT, Kolkata Campus” vide LOA

No. Dated for a period of **one year w.e.f.**

to

And whereas the said contractor have prior to the execution of these presents offered a

Bank Guarantee No. dated as Performance

Guarantee vide which the said has undertaken to pay to the

INDIAN INSTITUTE OF FOREIGN TRADE an amount not exceeding **Rs./-**

(Rupees only) against any loss or

damage caused to or suffered by the **INDIAN INSTITUTE OF FOREIGN TRADE** by reason

of any breach of contract by the said contractor of any terms and conditions contained in

this agreement.

Now these presents witness that in pursuance of the said contract it is hereby agreed and

declared by and between the said parties to these presents in the manner following.

That if the said contractor shall execute / perform the works contracted to be performed by them and observe, perform and fulfill the contract entered in, to the satisfaction of the said **INDIAN INSTITUTE OF FOREIGN TRADE** and also if the said contractor or their representative shall pay or cause to be paid to the said **INDIAN INSTITUTE OF FOREIGN TRADE** for the time being all losses, damages, costs and expenses which he or they have sustained / incurred or be put in consequence of the default or failure by the said contractor for the due performance of the contract or in the execution and completion of the said work or any part thereof, then the above mentioned bank guarantee shall be returned to the said contractor.

Provided that, it is hereby further declared with true intent and meaning of the parties hereto that if default shall be made by the said contractor in the performance of the said contract to the satisfaction of the **INDIAN INSTITUTE OF FOREIGN TRADE** or in making good any losses damages or expenses hereinbefore mentioned or any part thereof, then it shall be lawful for the **INDIAN INSTITUTE OF FOREIGN TRADE** to claim **Rs./-** **(Rupees only)** towards the liquidation of the liability of the said contractor in respect of such default as aforesaid.

And it is hereby declared and agreed that the retention of the cash deposit shall be as and by way to liquidate damages without reference to the relative importance of the particular breach which shall have given occasion for such retention or whether the said **INDIAN INSTITUTE OF FOREIGN TRADE** may have sustained any ascertainable pecuniary damage thereby or not.

And it is further declared and agreed to between the said parties to these presents that until the completion of the said scheduled works contracted to be executed and performed by

the said contractor to the satisfaction (to be certified as aforesaid) of the **INDIAN INSTITUTE OF FOREIGN TRADE** for the time being & until the final adjustment of the accounts between the said contractor & the **INDIAN INSTITUTE OF FOREIGN TRADE** and payment of the final balance (if any) in connection with said contract, the bank guarantee shall remain in the hands and custody of the **INDIAN INSTITUTE OF FOREIGN TRADE** for the time being or in any **Treasury** in which they may be lodged by the **INDIAN INSTITUTE OF FOREIGN TRADE**. In witness where of the said contractor and the said **INDIAN INSTITUTE OF FOREIGN TRADE** acting in the premises as aforesaid have set their respective hands and seals the day and year first above written.

The terms & condition of NIT No.: IIFT(K)/NIT/FACULTY/7 & 8 & DIN/2022-23/H-01, Dated:- 10/06/2022 forms the integral part of this agreement.

**INDIAN INSTITUTE OF FOREIGN TRADE
KOLKATA CAMPUS**

(AN AUTONOMOUS INSTITUTION OF MINISTRY OF COMMERCE & INDUSTRY,
GOVERNMENT OF INDIA).

1583 Madurdaha, Ward-108, Borough-XII, Chowbaga Road, Kolkata-700107,

Phone:- 033 3501 4500/4600

Email: engkol@iift.edu, Website: www.iift.edu

TENDER DOCUMENTS

FOR

**“CONSTRUCTION OF HOSTEL ROOMS OF 7th & 8th FLOOR OF
FACULTY BLOCK AND DINING HALL AT EXISTING GROUND FLOOR
OF HOSTEL BLOCK, EXECUTING ALL CIVIL & ELECTRICAL WORKS,
PERCENTAGE RATE TENDER BASIS AT IIFT, KOLKATA CAMPUS”**

TENDER NO.: IIFT (K)/NIT/FACULTY-HOSTEL/7, 8 & DIN/2022-23/H-01

dated 10/06/2022)

PART –II

FINANCIAL BID/COMMERCIAL BID

**INDIAN INSTITUTE OF FOREIGN TRADE.
KOLKATA CAMPUS**

(AN AUTONOMOUS INSTITUTION OF MINISTRY OF COMMERCE & INDUSTRY,
GOVERNMENT OF INDIA).
1583 Madurdaha, Ward-108, Borough-XII, Chowbaga Road, Kolkata-700107,
Phone no: 033 3501 4500/4600
Email: engkol@iift.edu, Website: www.iift.edu

**PART II- FINANCIAL BID
(BASED ON PERCENTAGE ABOVE/BELOW TO ESTIMATED RATES)**

1. In case of omission in quoting any percentage rate (Above/Below) against any summary of described items, the evaluation will be done considering the zero percentage (above/below).
2. The rates of quoted percentage (Above/Below) shall be entered in figures as well as in words. In case of difference in quoted percentage (Figures /Words), the lesser will be considered for '**Above**' cases and higher will be considered for '**Below**' cases and that will be treated as valid quoted rate.
3. The bidders shall enter both percentage Above/Below and total amount against summary of estimated total Amount for executing the items mentioned in description of work. In case of any difference in rates between percentage Above/Below and total amount of summary, the higher of the two shall be considered for evaluation and the lower of the two shall be considered for award.
4. Evaluation of the Bids shall be done based on total price against this Schedule of Quantities Rates.
5. Estimated items rates are consider as per DSR 2021 and current market prices including GST.
6. Value of any RA bill, Tax Invoice = $(\text{Gross work done value}/118)*100$

Signature of Bidder with Stamp.

Signature of IIFT-K official

**INDIAN INSTITUTE OF FOREIGN TRADE.
KOLKATA CAMPUS**

(AN AUTONOMOUS INSTITUTION OF MINISTRY OF COMMERCE & INDUSTRY,
GOVERNMENT OF INDIA).

1583 Madurdaha, Ward-108, Borough-XII, Chowbaga Road, Kolkata-700107,

Phone no:- 033 3501 4500/4600

Email: engkol@iift.edu, Website: www.iift.edu

PART II- FINANCIAL BID

Summary Of Schedule Items Of Quantity And Rates

**INDIAN INSTITUTE OF FOREIGN TRADE
KOLKATA CAMPUS**

(AN AUTONOMOUS INSTITUTION OF MINISTRY OF COMMERCE & INDUSTRY,
GOVERNMENT OF INDIA).

1583 Madurdaha, Ward-108, Borough-XII, Chowbaga Road, Kolkata-700107,

Phone no:- 033 3501 4500/4600

Email: engkol@iift.edu, Website: www.iift.edu

PART II- FINANCIAL BID

Enclosed herewith the “SUMMARY OF ABSTRACT-SOA”

CONSTRUCTION OF HOSTEL ROOMS OF 7TH & 8TH FLOOR OF FACULTY BLOCK AND DINING HALL AT EXISTING GROUND FLOOR OF HOSTEL BLOCK, EXECUTING ALL CIVIL & ELECTRICAL WORKS, PERCENTAGE RATE TENDER BASIS AT IIFT, KOLKATA CAMPUS

I.								
NAME OF WORK: CONSTRUCTION OF ROOMS ON 7 TH & 8 TH FLOOR AT FACULTY HOUSING BLOCK								
SL. NO.	Description Summary of Described Items		IIFT Estimated price	Contractor quoted % (Figure & Words)		Contractor Quoted Amount (Figure & Words)	Reference Page no.	Remarks
				Above Rates	Below Rates			
A.	DISMANTLING WORK	TOTAL	35064.45					
B.	BRICKWORK, RCC, PLASTERING & PAINTING	TOTAL	1599311.08					
C.	FLOORING, WALL TILES & ROOFING	TOTAL	802084.50					
D.	DOORS, WINDOWS AND CARPENTRY WORK	TOTAL	306005.45					
E.	PLUMBING AND SANITARY WORK	TOTAL	449594.30					
F.	ELECTRICAL WORK	TOTAL	821888.00					
Total Amount (A to F)			4013947.78					
II.								
NAME OF WORK: CONSTRUCTION OF DINING HALL AT EXISTING GROUND FLOOR OF HOSTEL BLOCK.								
A.	BRICK WORK, PLASTERING, R.C.C., FLOORING & OTHER CIVIL WORK.	TOTAL	1049201.80					
B.	PLUMBING WORK	TOTAL	37160.10					
C.	ELECTRICAL WORK	TOTAL	235330.98					
Total Amount (A to C)			1321692.88					
Grand Total (I+II)			5335640.66					

CONSTRUCTION OF HOSTEL ROOMS OF 7TH & 8TH FLOOR OF FACULTY BLOCK AND DINING HALL AT EXISTING GROUND FLOOR OF HOSTEL BLOCK, EXECUTING ALL CIVIL & ELECTRICAL WORKS, PERCENTAGE RATE TENDER BASIS AT IFT, KOLKATA CAMPUS.

I	FOR CONSTRUCTION OF ROOMS ON 7TH & 8TH FLOOR AT FACULTY HOUSING BLOCK				
SL. NO.	ITEM DESCRIPTION	UNIT	RATE	QUANTITY	AMOUNT
A. DISMANTLING WORK					
1	Dismantling of tile work in floors and roofs laid in cement mortar including stacking material within 50 metres lead for thickness of tiles 10 mm to 25 mm	Sqm	60.50	82.00	4961.00
2	Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge. (in Cement Mortar)	Cum	16.00		27175.20
3	Dismantling old plaster or skirting raking out joints and cleaning the surface for plaster including disposal of rubbish to the dumping ground within 50 metres lead.	Sqm	45.05	65.00	2928.25
TOTAL (A) OF I					35064.45
<u>B. BRICKWORK, RCC, PLASTERING & PAINTING</u>					
1	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level in all shapes and sizes in Cement mortar 1:4 (1 cement : 4 coarse sand)	Cum	8512.10	20.00	170242.00
2	Half brick masonry with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level.Cement mortar 1:3 (1 cement :3 coarse sand)	Sqm	1043.10	284.50	296761.95
3	Extra for half brick masonry in superstructure, above floor V level for every four floors or part thereof by mechanical means.	Sqm	12.60	284.50	3584.70
4	Extra for providing and placing in position 2 Nos 6mm dia. M.S. bars at every third course of half brick masonry.	Sqm	86.45	284.50	24595.03

5	Reinforced cement concrete work in beams, suspended floors, roofs having slope up to 15° landings, balconies, shelves, chajjas, lintels, bands, plain window sills, staircases and spiral stair cases above plinth level up to floor five level, excluding the cost of centering, shuttering, finishing and reinforcement with 1:1.5:3 (1 cement : 1.5 coarse sand(zone-III) : 3 graded stone aggregate 20 mm nominal size).	Cum	10719.30	15.00	160789.50
6	Providing and fixing 18 mm thick gang saw cut, mirror polished, premoulded and prepolished, machine cut granite for kitchen platforms, vanity counters, window sills, facias and similar locations of required size, approved shade, colour and texture laid over 20 mm thick base cement mortar 1:4 (1 cement : 4 coarse sand), joints treated with white cement, mixed with matching pigment, epoxy touch ups, including rubbing, curing, moulding and polishing to edges to give high gloss finish etc. complete at all levels. Granite of any colour and shade (Area of slab over 0.50 sqm)	Sqm	4425.35	25.00	110633.75
7	Extra for providing opening of required size & shape for wash basin/kitchen sink in kitchen platform, vanity counter and similar location in marble/ Granite/ stone work, including necessary holes for pillar taps etc. including moulding, rubbing and polishing of cut edges etc. complete.	Each	808.15	4.00	3232.60
8	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete above plinth level.Thermo-Mechanically Treated bars of grade Fe-500D or more.	Kg	89.65	150.00	13447.50
9	Centering and shuttering including strutting, propping etc. and removal of form for :Lintels, beams, plinth beams, girders, bressumers and cantilevers	Sqm	608.35	144.00	87602.40
10	Providing 12 mm thick internal cement plaster (in fine sand) in cement mortar 1:4	Sqm	294.85	800.00	235880.00
11	Wall painting with acrylic emulsion paint of approved brand and manufacture to give an even shade :Two or more coats on new work	Sqm	137.85	1450.00	199882.50
12	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete.	Sqm	123.85	1450.00	179582.50
13	Applying one coat of water thinnable cement primer of approved brand and manufacture on wall surface	Sqm	64.45	1450.00	93452.50

14	Painting Steel work with Deluxe Multi Surface Paint to give an even shade. Two or more coat applied @ 0.90 ltr/M 10 sqm over an under coat of primer applied @ 0.80 ltr/10 sqm of approved brand and manufacture	Sqm	140.05	35.00	4901.75
15	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade: Two or more coats on new work	Sqm	131.45	112.00	14722.40
TOTAL (B) OF I					1599311.08
C. FLOORING, WALL TILES & ROOFING					
1	Providing and laying Vitrified tiles in different sizes (thickness to be specified by manufacturer), with water absorption less than 0.08 % and conforming to I.S. 15622, of approved make, in all colours & shade, inskirting, riser of steps, over 12 mm thick bed of cement mortar 1:3 (1 cement: 3 coarse sand), jointing with grey cement slurry @ 3.3 kg/ sqm including grouting the joint with white cement & matching pigments etc. complete. Size of Tile 600x600 mm	Sqm	1466.50	83.00	121719.50
2	Providing and laying rectified Glazed Ceramic floor tiles of size 300x300 mm or more (thickness to be specified by the manufacturer), of 1st quality conforming to IS : 15622, of approved make, in all colours, shades, except White, Ivory, Grey, Fume Red Brown, laid on 20 mm thick Cement Mortar 1:4 (1 Cement : 4 Coarse sand), jointing with grey cement slurry @ 3.3 kg/ sqm including pointing the joints with white cement and matching pigments etc., complete.	Sqm	1225.10	65.00	79631.50
3	Providing and fixing 1st quality ceramic glazed wall tiles conforming to IS: 15622 (thickness to be specified by the manufacturer), of approved make, in all colours, shades except burgundy, bottle green, black of any size as approved by Engineer-in-Charge, in skirting, risers of steps and dados, over 12 mm thick bed of cement mortar 1:3 (1 cement : 3 coarse sand) and jointing with grey cement slurry @ 3.3kg per sqm, including pointing in white cement mixed with pigment of matching shade complete.	Sqm	1063.45	190.00	202055.50
4	Providing and fixing thermal insulation with Resin Bonded rock wool conforming to IS: 8183, having density 48 kg/m ³ , 50 mm thick, wrapped in 200 G Virgin Polythene Bags fixed to wall with screw, rawel plug & washers and held in position by criss crossing GI wire etc. complete as per directions of Engineer-in-Charge.	Sqm	277.90	280.00	77812.00

5	Providing and fixing false ceiling at all height including providing and fixing of frame work made of special sections, power pressed from M.S. sheets and galvanized with zinc coating of 120 gms/sqm (both side inclusive) as per IS : 277 and consisting of angle cleats of size 25 mm wide x 1.6 mm thick with flanges of 27 mm and 37mm, at 1200 mm centre to centre, one flange fixed to the ceiling with dash fastener 12.5 mm dia x 50mm long with 6mm dia bolts, other flange of cleat fixed to the angle hangers of 25x10x0.50 mm of required length with nuts & bolts of required size and other end of angle hanger fixed with intermediate G.I. channels 45x15x0.9 mm running at the spacing of 1200 mm centre to centre, to which the ceiling section 0.5 mm thick bottom wedge of 80 mm with tapered flanges of 26 mm each having lips of 10.5 mm, at 450 mm centre to centre, shall be fixed in a direction perpendicular to G.I. intermediate channel with connecting clips made out of 2.64 mm dia x 230 mm long G.I. wire at every junction, including fixing perimeter channels 0.5 mm thick 27 mm high having flanges of 20 mm and 30 mm long, the perimeter of ceiling fixed to wall/partition with the help of rawl plugs at 450 mm centre, with 25mm long dry wall screws @ 230 mm interval, including fixing of gypsum board to ceiling section and perimeter channel with the help of dry wall screws of size 3.5 x 25 mm at 230 mm c/c, including jointing and finishing to a flush finish of tapered and square edges of the board with recommended jointing compound , jointing tapes , finishing with jointing compound in 3 layers covering upto 150 mm on both sides of joint and two coats of primer suitable for board, all as per manufacturer's specification and also including the cost of making openings for light fittings, grills, diffusers, cutouts made with frame of perimeter channels suitably fixed, all complete as per drawings, specification and direction of the Engineer in Charge but excluding the cost of painting with : 12.5 mm thick tapered edge gypsum plain board conforming to IS: 2095- (Part I) :2011 (Board with BIS certification marks)	Sqm	1145.95	280.00	320866.00
TOTAL (C) OF I					802084.50
D. DOORS, WNDOWS AND CARPENTRY WORK					
1	Providing wood work in frames of doors, windows, clerestory windows and other frames, wrought framed and fixed in position with hold fast lugs or with dash fasteners of required dia & length (hold fast lugs or dash fastener shall be paid for separately): Sal wood	Cum	106720.85	1.00	106720.85

2	Providing and fixing ISI marked flush door shutters conforming to IS :2202 (Part I) decorative type, core of block board construction with frame of 1st class hard wood and well matched teak 3 ply veneering with vertical grains or cross bands and face veneers on both faces of shutters (35 mm thick including ISI marked Stainless Steel butt hinges with necessary screws)	Sqm	3086.10	40.00	123444.00
3	Providing and fixing pressed steel door frames conforming to IS: 4351, manufactured from commercial mild steel sheet of 1.60 mm thickness, including hinges, jamb, lock jamb, bead and if required angle threshold of mild steel angle of section 50x25 mm, or base ties of 1.60 mm, pressed mild steel welded or rigidly fixed together by mechanical means, including M.S. pressed butt hinges 2.5 mm thick with mortar guards, lock strike-plate and shock absorbers as specified and applying a coat of approved steel primer after pre-treatment of the surface as directed by Engineer-in-charge: Profile E Fixing with adjustable lugs with split end tail to each jamb	Meter	511.40	96.00	49094.40
4	Providing and fixing aluminium tower bolts, ISI marked, anodised (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour or shade, with necessary screws etc. complete : 300x10 mm	each	117.65	36.00	4235.40
5	Providing and fixing aluminium handles, ISI marked, anodised (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour or shade, with necessary screws etc. complete : 100 mm	each	53.25	72.00	3834.00
6	Providing and fixing bright finished brass door latch with necessary screws etc. complete :250x16x5 mm	each	259.80	36.00	9352.80
7	Providing and fixing 150 mm bright finished floor brass door stopper with rubber cushion, necessary brass screws etc. to suit shutter thickness complete	each	233.10	40.00	9324.00
	TOTAL (D) OF I				306005.45
<u>E. PLUMBING AND SANITARY WORK</u>					

1	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings, i/c fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and the cost of cutting chases and making good the same including testing of joints complete as per direction of Engineer in Charge. Concealed work, including cutting chases and making good the walls etc. 20 mm nominal outer dia Pipes.	Meter	513.75	87.00	44696.25
2	Providing and fixing Stainless Steel A ISI 304 (18/8) kitchen sink as per IS:13983 with C.I. brackets and stainless steel plug 40 mm, including painting of fittings and brackets, cutting and making good the walls wherever required : Kitchen sink with drain board 510x1040 mm bowl depth 250 mm	Each	6008.45	4.00	24033.80
3	Providing and fixing P.V.C. waste pipe for sink or wash basin including P.V.C. waste fittings complete. Semi rigid pipe 32 mm dia	Each	90.95	4.00	363.80
4	Providing and fixing wash basin with C.I. brackets, 15 mm dia CP Brass single hole basin mixer of approved quality and make, including painting of fittings and brackets, cutting and making good the walls wherever required:- (a) White Vitreous China Wash basin size 550x400 mm with a 15 mm CP Brass single hole basin mixer	Each	4542.40	4.00	18169.60
5	Providing and fixing CP on brass health faucet with 1 meter flexible tube with wall hook Jaquar make/ approved brand	Each	1750.00	12.00	21000.00
6	Providing and fixing C.P. brass shower rose with 15 or 20 mm inlet :150 mm diameter	Each	190.10	12.00	2281.20
7	Providing and fixing white vitreous china pedestal type water closet (European type) with seat and lid, 10 litre low level white vitreous china flushing cistern & C.P. flush bend with fittings & C.I. brackets, 40 mm flush bend, overflow arrangement with specials of standard make and mosquito proof coupling of approved municipal design complete, including painting of fittings and brackets, cutting and making good the walls and floors wherever required : W.C. pan with ISI marked white solid plastic seat and lid	Each	6941.30	5.00	34706.50
8	Providing and fixing toilet paper holder :C.P. brass	Each	680.80	12.00	8169.60
9	Providing & fixing CP brass twin robe hooks Jaquar make / approved make	Each	850.00	12.00	10200.00
10	Providing & fixing CP brass tower rail with CP Brass bracket fixed to rawl plug and CP brass screws complete in all respect Jaquar make / approved make	Each	560.00	12.00	6720.00

11	Providing and fixing PTMT soap Dish Holder having length of 138mm, breadth 102mm, height of 75mm with concealed fitting arrangements, weighing not less than 106 gms.	Each	96.75	12.00	1161.00
12	Supply, fitting & fixing CP on brass wall mixer with telephonic shower arrangement only but without crutch Jaquar make/ approved brand complete in all respect.	Each	3680.00	12.00	44160.00
13	Providing and fixing C.P. brass angle valve for basin mixer and geyser points of approved quality conforming to IS:8931 : 15mm nominal bore	Each	500.35	25.00	12508.75
14	Providing and fixing ball valve (brass) of approved quality, High or low pressure, with plastic floats complete :20 mm nominal bore	Each	397.45	12.00	4769.40
15	Providing and fixing C.P. brass long nose bib cock of approved quality conforming to IS standards and weighing not less than 810 gms. 15 mm nominal bore	Each	715.05	12.00	8580.60
16	Providing and fixing CP brass two way bib cock Jaquar make/ approved make including cutting & making good walls wherever required 15mm dia	Each	1450	10.00	14500.00
17	Providing and fixing 600x450 mm beveled edge mirror of superior glass (of approved quality) complete with 6 mm thick hard board ground fixed to wooden cleats with C.P. brass screws and washers complete.	Each	1411.15	12.00	16933.80
18	Providing and fixing UPVC pipe including UPVC plain & brass threaded fittings including fixing the pipes with clamps at 1 meter spacing. This includes jointing of pipes and fittings with one step UPVC solvent cement and the cost of cutting chases, making good of the same including testing of joints complete as per direction of engg-in-charge. Concealed work including cutting chases and making good the walls/ floors etc. per Engg-in-charge. 40mm nominal outer dia pipes	Meter	480.00	18.00	8640.00

19	Supply, fitting & fixing storage type water heater of Racold/ Venus/ Usha/ Lexus/ Crompton make with copper tank having safety devices, fixing lugs/ bolts etc. and including plug top, and electrical lead wire connction up to 3m from top of the heater, water inlet & outlet connections complete operational (Storage capacity 15L)	Each	14000.00	12.00	168000.00
TOTAL (E) OF I					449594.30
<u>F. ELECTRICAL WORK</u>					
1	Wiring for light point/ fan point/ exhaust fan point/ call bell point with 1.5 sq.mm FRLS PVC insulated copper conductor single core cable in surface / recessed steel conduit, with piano type switch, phenolic laminated sheet, suitable size MS box and earthing the point with 1.5 sq.mm FRLS PVC insulated copper conductor single core cable etc. as required.				
i)	Group A	Point	821.00	68.00	55828.00
ii)	Group B	Point	937.00	70.00	65590.00
iii)	Group C	Point	1189.00	33.00	39237.00
2	Numbering of ceiling fan/ exhaust fan/ fluorescent fittings as required.	Each	48.00	92.00	4416.00
3	Wiring for circuit/ submain wiring alongwith earth wire with the following sizes of FRLS PVC insulated copper conductor, single core cable in surface/ recessed steel conduit as required.				
i)	2 X 4 sq. mm + 1 X 4 sq. mm earth wire	Meter	263.00	700.00	184100.00

ii)	2 X 6 sq. mm + 1 X 6 sq. mm earth wire	Meter	356.00	400.00	142400.00
4	Supplying and fixing following modular switch/ socket on the existing modular plate & switch box including connections but excluding modular plate etc. as required.				
i)	5/6 A switch	Each	85.00	140.00	11900.00
ii)	15/16 A switch	Each	132.00	80.00	10560.00
iii)	3 pin 5/6 A socket outlet	Each	111.00	38.00	4218.00
iv)	6 pin 15/16 A socket outlet	Each	175.00	96.00	16800.00
v)	TV antenna socket outlet	Each	119.00	9.00	1071.00
5	Supply and erecting ceiling fan with double ball bearing and with condensor A.C. 230V, 50 cycles of 1200 mm sweep complete erected in position with necessary flexible copper leads of required colour and with electric regulator, canopy and down rod up to 300 mm in length in provided hook/ clamp with necessary rubber bashing, clamps, nuts and bolts etc. and marking Sl. no. and date of erection	each	3000.00	20.00	60000.00
6	Supply & Installation of exhaust fan in the existing opening, including making good the damage, connection, testing, commissioning etc. as required. 250 mm exhaust fan	each	2500.00	8.00	20000.00
7	Supply, transportation and delivery at site indoor industrial batten type tubelight, LED (20W) fitting complete	each	2100.00	70.00	147000.00
8	Ceiling mountain light LED (18W) round	each	2500.00	8.00	20000.00
9	Mirror light LED (9W)	each	3200.00	12.00	38400.00

10	Supplying and fixing call bell/ buzzer suitable for single phase, 230 V, complete as required.	each	92.00	4.00	368.00
TOTAL (F) OF I					821888.00
II	FOR CONSTRUCTION OF DINING HALL AT EXISTING GROUND FLOOR OF HOSTEL BLOCK.				
	A. BRICK WORK, PLASTERING, R.C.C., FLOORING & OTHER CIVIL WORK.				
1.00	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering -All work up to plient level. 1: 2: 4: (1 Cement: 2 Coarse Sand: 4 Stone Aggregate 20 mm nominal size derived from natural sources.	Cum.	7365.15	1.00	7365.15
2	Cement concrete flooring 1:2:4 (1 cement: 2 Coarse Sand: 4 Graded stone aggregate) finished with a floating coat of neat cement, including cement slurry, but excluding the cost of nosing of steps etc complete as per CPWD specification and instruction of Engineer-in-Charge/Centre Head.				
i).	40 mm Average thick with 12 mm nominal size of stone aggregate,	Sqm.	350.00	545.00	190750.00
3	Extra for making chequers of approved pattern on cement concrete floors, steps, landing pavements etc	Sqm.	130.00	250.00	32500.00
4	Installation of PVC Vinyl sheets of thichness 1.5 mm, after cleaning the enter flooring area's, fixing addichive of in clean floor and back face of PVC vinyl sheets, fitting, fixing, leveling with Roller/Towel, as required to remove the air pocket between the floor and PVC Sheets etc. complete as required as per PVC Sheet manufacture specification and direction of Engineer-in-Charge.	Sqm.	250.00	465.48	116370.00
5	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level in all shapes and sizes in Cement mortar 1:4 (1 cement : 4 coarse sand)	Cum.	8512.10	1.00	8512.10

6	Half brick masonry with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level.Cement mortar 1:3 (1 cement :3 coarse sand)	Sqm.	1043.10	2.50	2607.75
7	Extra for providing and placing in position 2 Nos 6mm dia. M.S. bars at every third course of half brick masonry.	Sqm.	86.45	2.50	216.13
8	Reinforced cement concrete work in beams, suspended floors, roofs having slope up to 15° landings, balconies, shelves, chajjas, lintels, bands, plain window sills, staircases and spiral stair cases above plinth level up to floor five level, excluding the cost of centering, shuttering, finishing and reinforcement with 1:1.5:3 (1 cement : 1.5 coarse sand(zone-III) : 3 graded stone aggregate 20 mm nominal size).	Cum.	10719.30	1.00	10719.30
9	Providing and fixing 18 mm thick gang saw cut, mirror polished, premoulded and prepolished, machine cut granite for kitchen platforms, vanity counters, window sills, facias and similar locations of required size, approved shade, colour and texture laid over 20 mm thick base cement mortar 1:4 (1 cement : 4 coarse sand), joints treated with white cement, mixed with matching pigment, epoxy touch ups, including rubbing, curing, moulding and polishing to edges to give high gloss finish etc. complete at all levels. Granite of any colour and shade (Area of slab over 0.50 sqm)	Sqm.	4425.35	5.50	24339.43
10	Extra for providing opening of required size & shape for wash basin/kitchen sink in kitchen platform, vanity counter and similar location in marble/ Granite/ stone work, including necessary holes for pillar taps etc. including moulding, rubbing and polishing of cut edges etc. complete.	Each	808.15	5.00	4040.75
11	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete above plinth level.Thermo-Mechanically Treated bars of grade Fe-500D or more.	Kg.	89.65	100.00	8965.00
12	Centering and shuttering including strutting, propping etc. and removal of form for :Lintels, beams, plinth beams, girders, bressumers and cantilevers	Sqm	608.35	4.00	2433.40
13	Providing 12 mm thick internal cement plaster (in fine sand) in cement mortar 1:4	Sqm	294.85	15.00	4422.75
14	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete.	Sqm	123.85	5.00	619.25

15	Applying one coat of water thinnable cement primer of approved brand and manufacture on wall surface	Sqm	64.45	5.00	322.25
16	Wall painting with acrylic emulsion paint, having VOC (volatile Organic compound) content less than 50 grms/litre, of approved brand and manufacture including applying additional coats wherever required, to achieve an even shade and colour. For One Coat.	Sqm	78.00	650.00	50700.00
17	Painting Steel work with Delux Muti Surface Paint to give an even shade. Two or More Coat applied @ 0.90 Lt/M 10 Sqm over an under coat of primer applied @ 0.80 Ltr/10 Sqm of approved brand and manufacture.	Sqm	140.05	5.00	700.25
18	Providing and fixing wash basin with C.I. brackets, 15 mm dia CP Brass single hole basin mixer of approved quality and make, including painting of fittings and brackets, cutting and making good the walls wherever required:- (a) White Vitreous China Wash basin size 550x400 mm with a 15 mm CP Brass single hole basin mixer	Each	4542.40	4.00	18169.60
19	Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/ appropriate Z sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixing with dash fasteners of required dia and size, including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/ neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing / paneling, C.P. brass / stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge. (Glazing, paneling and dash fasteners to be paid for separately) : For fixed portion Powder coated aluminium (minimum thickness of powder coating 50 micron)	Kg.	466.30	800.00	373040.00

20	Providing and fixing 12 mm thick Prelaminated particle board flat pressed three layer or graded wood particles board conforming to IS: 12823 Grade I Type II, in panelling fixed in aluminium doors, windows shutters and partition frames with C.P. brass/ Stainless steel screws etc. complete as per architectural drawings and directions of engineer-in-Charge. Pre- laminated board with decorative lamination on both sides	Sqm	951.05	60.00	57063.00
21	For shutters of doors, windows & ventilators including providing and fixing hinges/ pivots and making provision for fixing of fittings wherever required including the cost of EPDM rubber / neoprene gasket required (Fittings shall be paid for separately) Powder coated aluminium (minimum thickness of powder coating 50 micron)	Kg.	564.80	65.00	36712.00
22	Providing and fixing glazing in aluminium door, window, ventilator shutters and partitions etc with EPDM rubber/neoprene gasket etc. Complete as per the architectural drawings and the directions of engineer-in-charge. (cost of aluminium snap beading shall be paid in basic item). With float glass panes of 5 mm thickness (weight not less than 12.50 Kg/ Sqm.	Sqm.	1325.55	60.00	79533.00
23	Providing and fixing double action hydraulic floor spring of approved brand and manufacture conforming to IS: 6315, having brand logo embossed on the body/ plate with double spring mechanism and door weight upto 125 kg, for doors, including cost of cutting floor embedding in floors as required and making good the same matching to the existing floor finishing and cover plates with brass pivot and single piece M.S. sheet outer box with slide plate etc. complete as per the direction of Engineer-in-Charge. With stainless steel cover plate minimum 1.25 mm thickness each	each	2448.85	2.00	4897.70
24	Providing and fixing Aluminium round shape handle of outer dia 100 mm with SS screws etc. complete as per direction of Engineer-in-Charge. Powder coated minimum thickness 50 micron aluminium	Each	89.60	4.00	358.40
25	Filling the gap in between aluminium frame & adjacent RCC/Brick/ Stone work by providing weather silicon sealant over bucket rod of approved quality as per architecture drawings and direction of Engineer-in-charge complete. Up to 5 mm depth and 5 mm Width	Metre	85.25	162.40	13844.60
	TOTAL OF A OF II				1049201.80
B.PLUMBING WORK					

1	Providing and fixing wash basin with C.I. brackets, 15 mm dia CP Brass single hole basin mixer of approved quality and make, including painting of fittings and brackets, cutting and making good the walls wherever required:- (a) White Vitreous China Wash basin size 550x400 mm with a 15 mm CP Brass single hole basin mixer	Each	4542.40	4.00	18169.60
2	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings, i/c fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and the cost of cutting chases and making good the same including testing of joints complete as per direction of Engineer in Charge. Concealed work, including cutting chases and making good the walls etc. 20 mm nominal outer dia Pipes.	Meter	513.75	12.00	6165.00
3	Providing and fixing C.P. brass long nose bib cock of approved quality conforming to IS standards and weighing not less than 810 gms. 15 mm nominal bore	Each	715.05	4.00	2860.20
4	Providing and fixing 900x500 mm beveled edge mirror of superior glass (of approved quality) complete with 6 mm thick hard board ground fixed to wooden cleats with C.P. brass screws and washers complete.	Each	2352	4.00	9408.00
5	Providing and fixing P.V.C. waste pipe for sink or wash basin including P.V.C. waste fittings complete. Semi rigid pipe 32 mm dia	Each	90.95	4.00	363.80
6	Providing and fixing PTMT soap Dish Holder having length of 138mm, breadth 102mm, height of 75mm with concealed fitting arrangements, weighing not less than 106 gms.	Each	96.75	2.00	193.50
TOTAL OF B OF II					37160.10
<u>C. ELECTRICAL WORK</u>					
1	Wiring for light point/ fan point/ exhaust fan point/ call bell point with 1.5 sq.mm FRLS PVC insulated copper conductor single core cable in surface / recessed steel conduit, with piano type switch, phenolic laminated sheet, suitable size MS box and earthing the point with 1.5 sq.mm FRLS PVC insulated copper conductor single core cable etc. as required.				
i)	Group A	Point	821.00	35.00	28735.00
ii)	Group B	Point	937.00	24.00	22488.00

iii)	Group C	Point	1189.00	24.00	28536.00
2	Numbering of ceiling fan/ exhaust fan/ fluorescent fittings as required.	Each	48.00	11.00	528.00
3	Wiring for circuit/ submain wiring alongwith earth wire with the following sizes of FRLS PVC insulated copper conductor, single core cable in surface/ recessed steel conduit as required.				0.00
i)	2 X 4 sq. mm + 1 X 4 sq. mm earth wire	Meter	263.00	200.00	52600.00
ii)	2 X 2.5 sq. mm + 1 X 2.5 sq. mm earth wire	Meter	252.50	150.00	37875.00
4	Supplying and fixing following modular switch/ socket on the existing modular plate & switch box including connections but excluding modular plate etc. as required.				
i).	5/6 A switch	Each	85.00	30.00	2550.00
ii).	15/16 A switch	Each	132.00	15.00	1980.00
iii).	3 pin 5/6 A socket outlet	Each	111.00	4.00	444.00
iv).	6 pin 15/16 A socket outlet	Each	175.00	12.00	2100.00
5	Laying /Wiring for main with 25 Sq. mm IIFT (K) supplied cable including earth wire on existing cable tray and connecting the same to the Main to Sub-main with all labour , Tools, tackles, supply of required cable tie, being the 25 Sq. mm cable from Gowoen/stone etc complete as per direction of Engineering-in-Charge.	Meter	58.00	40.00	2320.00
6	Supplying and fitting, fixing of 63 Amp , 4 pole (3 phase+neutral), 415 volts, residual current breaker (R.C.C.B), having 3 sensitivity current 30 milli amperes in the existing MCB DB complete with connection, testing and commissioning etc on required.	Each	3062.00	1.00	3062.00
7	Providing and fixing following capacity TP&N disconnecter fuse (MCB) switch unit inside the existing panel board with ISI marked HRC fuses including drilling holes in cubicle panel, making connections, etc. as required.				

i).	i) 10 Amp. Switch.	Each	1322.60	4.00	5290.40
ii).	ii) 16 Amp Switch.	Each	1855.52	4.00	7422.08
8	Supply and erecting ceiling fan with double ball bearing and with condensor A.C. 230V, 50 cycles of 1200 mm sweep complete erected in position with necessary flexible copper leads of required colour and with electric regulator, canopy and down rod up to 300 mm in length in provided hook/ clamp with necessary rubber bashing, clamps, nuts and bolts etc. and marking Sl. no. and date of erection	each	3000.00	11.00	33000.00
9	Providing, fitting, fixing of 12 model P.V.C, Modular Switch Board with Cover, fixing screws, bolts & nuts etc. as required to complete the same as per direction of EIngineer-in-Charge.				
i).	i) 12 Model P.V.C. Modular Switch Board with cover.	each	850.00	3.00	2550.00
ii).	ii) 6 Model P.V.C. Modular Switch Board with cover.	each	641.75	6.00	3850.50
TOTAL C OF II					235330.98
GRAND TOTAL (I + II)					5335640.66

