

## PRESS NOTICE



**INDIAN RED CROSS SOCIETY  
NATIONAL HEADQUARTERS  
1,RED CROSS ROAD  
NEW DELHI – 110001**

**Tender Notice**

Name of work:- Re-construction of CTI Building  
& Installation of tubewell at Bahadurgarh  
warehouse Distt. Jhajjar (Haryana)

Estimated cost :- Rs.20,00,000/-

Last date of receipt of tender:07.04.2017

*For further details visit our website*

*[www.indianredcross.org](http://www.indianredcross.org)*

# **INDIAN RED CROSS SOCIETY**

## **Bidding Document**

**Reconstruction of CTI Building and installation of tube well  
at Bahadurgarh Warehouse,  
Distt.Jhajjar, Haryana**

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## SECTION 1

### 1. LIST OF IMPORTANT DATES

#### 2. PRESS NOTICE

#### 3. NOTICE INVITING BIDS

### 1. LIST OF IMPORTANT DATES

1. Name of Work : **Reconstruction of CTI Building and installation of tubewell at Bahadurgarh warehouse, Distt.Jhajjar, Haryana**

2	Completion Period for the work :	3 months
3	Date of Issue of Notice Inviting Bid	15.03.2017
4.	Period and Place(s) of Sale of Bidding Documents.	From 20.03.2017 to 03.04.2017  IRCS HQ., New Delhi
5.	Time, Date and Place of Pre-bid Meeting	No pre bid meeting
6	Deadline for Receiving Bids	07.04.2017 upto 3.00PM
7	Time, Date and Place for Opening Technical Bid	10.04.2017 at 11.00AM at IRCS HQ., New Delhi
8	Time, Date and Place for Opening Financial Bid	To be decided later
9	Last Date of Bid Validity	05.07.2017
10	Officer Inviting Bids	Secretary General, Indian Red Cross Society Headquarters, 1- Red Cross Road, New Delhi – 110 001.

Indian Red Cross Society, (H. Q.)  
1, Red Cross Road , New Delhi 110-001

### NOTICE INVITING TENDERS

1. The Indian Red Cross Society (HQ), 1, Red Cross Road , New Delhi 110001 invites sealed item rate bids including their maintenance upto defects liability period from the contractors registered with the CPWD, State/U.T.PWD, Delhi Municipal Corporations, New Delhi Municipal Council, any Central PSU, MES, Indian Railways & Postal Department.

1	2	3	4	5	6	7	8	9
District	Name of Work Package no	Estimated cost (Rs.)	Earnest Money	Last date and time for receipt of application for issue of Tender form	Time and date of opening of tender	Place of sale of documents	Time Allowed for completion	Class of Contractor
	Reconstruction of CTI Building and installation of tubewell at Bahadurgarh warehouse, distt Jhajjar, Haryana	20,00,000/- Lacs	40,000/-	03.04.2017 4.00 PM	10.04.2017 11.00AM,	IRCS HQ., New Delhi-110001	3 months	'As applicable'

2. Bid documents consisting of qualification information and eligibility criterion of Bidders, plans, specifications, drawings, the schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with by the Contractor can be seen in the office of the Advisor(DM), Indian Red Cross Society, (HQ), 1, Red Cross Road, New Delhi 110-001 between hours of 11.00 A.M. and 04.00 P.M. on any working day between 20.03.2017 and 03.04.2017. Bidding documents will be issued from his office during the hours specified above, on payment of Rs.1000/- by demand draft payable to Secretary General, Indian Red Cross Society, (HQ), 1, Red Cross Road, New Delhi 110001 at New Delhi.
3. Bidding documents are available for viewing at the internet site. The bidders who download the bidding documents from the internet site [www.indianredcross.org](http://www.indianredcross.org) would

have to pay the cost of bid documents i.e. Rs.1000/- (One thousand) and submit it in a separate envelope marked 'cost of bidding document downloaded from internet'.

4. Bidding document requested by mail will be dispatched by registered/ speed post on payment of an extra amount of Rs. 200/-. The authority inviting tenders will not be held responsible for the postal delay, if any, in the delivery of the documents or its non-receipt.
5. Receipt of applications for issue of bidding document by post will be stopped from 1600 hrs, four days before the date fixed for receiving of bids. Sale of bid forms on the counter will be stopped two days before the date fixed for receiving of bids.
6. It is the responsibility of the bidders to see that the completed bidding documents, whether sent by post or by courier or by person, are received in the office of the Secretary General, Indian Red Cross Society (HQ), 1 Red Cross Road, New Delhi 110001 by the time and date stipulated for receipt as above failing which the bid would be considered late and rejected. Mere handing over of the bidding documents at the reception counter or at any other counter or room or person cannot be considered as submission of bid.
7. The bidding documents are not transferable
8. Bids will be opened at 11.00AM on 10.04.2017 in the office of Secretary General, IRCS HQ. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.
9. Bids must be accompanied by the earnest money of the amount specified for the work in the table. The earnest money will have to be in anyone of the forms as specified in the bidding documents.
10. The bid for the work shall remain open for acceptance for a period of 90 days from the date of submission of bids. If any bidder / tenderer withdraws his bid / tender before the said period or makes any modifications in the terms and conditions of the bid, the said earnest money shall stand forfeited.
11. A bidder shall not be permitted to bid for works in which his or his spouse's near relative (defined as first blood relations, and their spouses) is posted in the accounts wing, engineering wing, or Estate Cell of the Indian Red Cross Society, (HQ), 1, Red Cross Road, New Delhi 110001.
12. No Engineer of gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Central or the State Government is allowed to work as a Contractor for a period of two years after his retirement from Government service, without Government permission. This contract is liable to be cancelled if either the Contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government as aforesaid before submission of the tender or engagement in the Contractor's service.
13. Other details can be seen in the bidding documents.



**SECTION 2**  
**Instructions to Bidders**

**Table of Clauses**

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## **A. General**

### **1. Scope of Bid**

1.1 The Indian Red Cross Society (HQ), 1, Red Cross Road, New Delhi-110 001 (Referred to as Employer in this document) invites bids for the **Reconstruction of CTI Building and installation of tubewell at Bahadurgarh warehouse, Distt.Jhajjar, Haryana** as described in these documents and referred to as "the works". The name and identification number of the works is provided in the Appendix to ITB. The bidders may submit bids for any or all of the works detailed in the table given in the Notice Inviting Tender. Bid for each work should be submitted separately

1.2 The successful Bidder will be expected to complete the Works by the Intended completion Date specified in the Part I Conditions of Contract.

1.3 Throughout these documents, the term "bid" and "tender" and their derivatives (bidder/tenderer, bid, tender, bidding, tendering, etc.) are synonymous.

### **2. Source of Funds**

2.1 The Employer has funds for it.

### **3. Eligible Bidders**

3.1 This Invitation for Bids is open to all bidders as defined in the Appendix to ITB

3.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government or any public undertaking, autonomous body, authority by whatever name called under the Central or the State Government.

### **4. Qualification of the Bidder**

4.1 All bidders shall provide in Section 3, Form1 of Bid and Qualification information, a preliminary description of the proposed work method and schedule, including drawings and charts, with their bids.

4.2 All bidders shall include as necessary the following information and documents in Section 3, Qualification Information unless otherwise stated in the Appendix to ITB:

- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
- (b) Total monetary value of civil construction works performed for each of the last three years;
- (c) experience in works of a similar nature and size for each of the last three years, and details of works in progress or contractually committed with certificates from the concerned officer of the rank of Executive Engineer or equivalent;
- (d) Deleted
- (e) Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three years;

- (f) Deleted
- (g) Evidence of adequacy of working capital (10 percent of the contract value) for this contract (access to line(s) of credit and availability of other financial resources/ facilities certified by banker (the certificate being not more than 3 months old.)
- (h) Authority to seek references from the Bidder's bankers;
- (i) Information regarding any litigation or arbitration during the last three years in which the Bidder is involved, the parties concerned, the disputed amount, and the matter;
- j) Proposals for subcontracting the components of the Works aggregating to not more than **20** percent of the Contract Price; and
- (k) The proposed methodology and programme of construction, backed with equipment and material planning and deployment, duly supported with broad calculations and Quality Management Plan proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications and within the stipulated period of completion.
- (l) Any modification or addition specified in the Appendix to ITB.

**4.3** Bids from joint venture are not allowed.

**4.4A** To qualify for award of the Contract, each bidder should have:

(a) Achieved during the last five years turn over in all cases of civil works equal to two and a half times of the estimated cost of works for which bid has been invited. The turnover will be indexed at the rate of 8 percent for a year.

(b) Satisfactorily completed during the last five years, as prime Contractor, at least one similar work equal in value to one-half of the estimated cost of work for which the bid is invited.

(c) Deleted

(d) The bidder must not have in his employment:

(i) the near relations (defined as first blood relations. and their spouses). of the bidder or the bidder's spouse of persons is posted in the accounts wing, engineering wing, or Estate Cell of the Indian Red Cross Society, (HQ) New Delhi 110001.

(ii) Without Government permission, any person who retired as gazetted officer within the last two years of the rank and from the public works department of the Central or the State Government.

**4.4.B** Deleted

**4.4.C** To qualify for this, the bidder must demonstrate having experience and resources sufficient to meet the qualifying criteria for the individual contracts.

**4.5** Sub Contractor' experience and resources shall not taken into account in determine the bidder's compliance with the qualifying criteria except to the extent stated in 4.4 A above.

**4.6** Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity for construction work is equal to or more than the total bid value. The available bid capacity will be calculated as under:

Assessed Available Bid capacity = ( A \*N\*M - B ) where

- A** = Maximum value of civil engineering works executed in any one year during the last five years (updated to the price level of the last year at the rate of 8 percent a year) taking into account the completed as well as works in progress.
- N** = Number of years prescribed for completion of the works for which bids are invited (period up to 6 months to be taken as half-year and more than 6 months as one year).
- M**= 2.
- B** = Value, at the current price level, of existing commitments and on-going works to be completed during the period of completion of the works for which bids are invited.

**Note:** The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer in charge, not below the rank of an Executive Engineer or equivalent.

**4.7** Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- (i) made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or
- (ii) record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history. or financial failures etc.
- (iii) Participated in the previous bidding for the same work and had quoted unreasonably high or low bid prices and could not furnish rational justification for it to the Employer.

## **5. One Bid per Bidder**

**5.1** Each Bidder shall submit only one Bid for one work. A Bidder who submits more than one Bid will cause the proposals with the Bidder's participation to be disqualified.

## **6. Cost of Bidding**

**6.1** The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will, in no case, be responsible or liable for those costs.

## **7. Site Visit**

**7.1** The Bidder, at his own cost, responsibility and risk, is encouraged to visit, examine and familiarize himself with the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense. He may contact the person whose contact details are given in the Appendix to ITB.

## **B. Bidding Documents**

### **8. Content of Bidding Documents**

**8.1** The set of bidding documents comprises the documents listed below and addenda issued in accordance with Clause 10 of ITB.

1. Notice Inviting Tender
2. Instructions to Bidders
3. Qualification Information
4. Conditions of Contract and Contract Data.
5. Specifications
6. Drawings
7. Bill of Quantities
8. Form of Bid
9. Form of Acceptance, Form of Agreement, Issue of Notice to Proceed with the work, form of Unconditional Bank Guarantee.

**8.2** One set of the bidding documents will be issued to the bidder against the payment.

**8.3** The bidder is expected to examine carefully all instructions, conditions of contract, contract data, terms and specifications, bill of quantities, forms and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Pursuant to clause 25 hereof, bids, which are not substantially responsive to the requirements of the Bidding Documents, shall be rejected.

### **9. Clarification of Bidding Documents and Pre-bid Meeting**

**9.1.1** There is no pre-bid meeting.

**9.1.2** The bidder is requested to submit any questions in writing or by fax so as to reach the Employer not later Than Ten days before the last date for bid submission.

**9.1.3** The responses to the queries posted on the website of the employer without identifying the source of query.

**9.1.4** Deleted

**9.2** Deleted

**9.3** Deleted

### **10. Amendment of Bidding Documents**

**10.1** Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda on employer's website.

**10.2** Any addendum thus issued shall be part of the bidding documents.

**10.3** To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with Clause 20.2 of ITB and posted on the employer's website.

## **C. Preparation of Bids**

### **11. Language of Bid**

11.1 All documents relating to the Bid shall be in English or Hindi Language only.

### **12. Documents Comprising the Bid**

12.1 The Bid submitted by the Bidder shall be in two separate parts:

**Part 1** This shall be named Technical Bid and shall comprise of:

I. For bidding documents downloaded from the website. The demand draft for the cost of the bidding documents placed in a separate cover. Marked "cost of bidding document downloaded from the internet":

II. Earnest Money in a separate cover marked 'Earnest Money':

III. Qualification information, supporting documents, affidavit and undertaking as specified in Clause 4 of ITB.

IV. Undertaking that the bid shall remain valid for the period specified in clause 15.1 of ITB.

V. any other information/documents required to be completed and submitted by bidders, as specified in the Appendix to ITB, and

VI. An affidavit affirming that information he has furnished in the bidding document is correct to the best of his knowledge and belief.

**Part II.** It shall be named Financial Bid and shall comprise of:

- (i) Form of Bid as specified in Section 6;
- (ii) Priced bill of quantities for items specified in Section 7;

**12.2** Each part shall be separately sealed and marked in accordance with Sealing and Marking instructions in clause 19 of ITB.

**12.3** The following documents, which are not submitted with the bid, will be deemed to be part of the bid.

Section	Particulars
---------	-------------

- |  |                               |
|--|-------------------------------|
|  | 1. Notice Inviting Tender     |
|  | 2. Instruction to the bidders |
|  | 3. Conditions of Contract     |
|  | 4. Contract Data              |
|  | 5. Specifications             |
|  | 6. Drawings                   |

### **13. Bid Prices**

**13.1** The Contract shall be for the whole Works, as described in Clause I. I of ITB. based on the priced Bill of Quantities submitted by the Bidder.

**13.2** The Bidder shall adopt the Item Rate Method only.

**13.2.1** Item Rate Method requires the bidder to quote rates and prices for all items of the Works described in the Bill of Quantities. The items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

**13.2.2** All duties, taxes, royalties and other levies payable by the Contractor under the Contract, or for any 'other cause, shall be included in the rates, prices, and" total Bid price submitted by the Bidder.

**13.2.4** The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment.

#### **14. Currencies of Bid**

**14.1** The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.

#### **15. Bid Validity**

**15.1** Bids shall remain valid for a period of ninety days after the deadline date for bid submission specified in Clause 20 of ITB. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

**15.2** In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. A bidder may refuse the request without forfeiting his Earnest Money. A bidder agreeing to the request will not be required or permitted to modify his bid. but will be required to extend the validity of his earnest money for a period of the extension, and in compliance with Clause 16 of ITB in all respects.

#### **16. Earnest Money**

**16.1** The Bidder shall furnish, as part of the Bid, Earnest Money, in the amount Specified in the Appendix to ITB.

**16.2** The Earnest Money shall, at the Bidder's option, be in the form of Fixed Deposit Receipt of a scheduled commercial bank, issued in favour of the name given in the Appendix to ITB'. The Fixed Deposit Receipt shall be valid for six months or more after the last date of receipt of bids. Other forms of Earnest Money acceptable to the Employer are stated in the Appendix to ITB.

**16.3** Any bid not accompanied by acceptable Earnest Money, unless exempted in terms given in the Appendix to ITB, shall be rejected by the Employer as non -responsive.

**16.4** The Earnest Money of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in Clause 15.1 of ITB.

**16.5** The Earnest Money of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.

**16.6** The Earnest Money may be forfeited:

a) if the Bidder withdraws the Bid after opening of technical bid during the period of Bid validity:

- b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
  - i. Sign the Agreement and/or
  - ii. Furnish the required Performance Security.

### **17. Alternative Proposals by Bidders**

**17.1** Bidders shall submit offers that comply with the requirements of the bidding documents, including the Bill of Quantities and the basic technical design as indicated in the drawings and specifications. Alternative proposals will be rejected as non-responsive

### **18. Format and Signing of Bid**

**18.1** The Bidder shall submit one set of the bid comprising of the documents as described in Clause 12 of ITB.

**18.2** The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Clause 4.3(a) of ITB. All pages of the Bid shall be signed by the person or persons signing the Bid.

**18.3** The Bid shall contain no overwriting, alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be made by scoring out the cancelled portion, writing the correction and initialing and dating it by the person or persons signing the Bid.

## **D. Submission of Bids**

### **19. Sealing and Marking of Bids**

**19.1** The Bidder shall place the two separate envelopes (called inner envelopes) marked "Technical Bid" and "Financial Bid" in one outer envelope. The inner envelopes will have markings as follows:

Technical Bid: To be opened on 10.04.2017 11.00 AM (date and time of Technical Bid Opening as per clause 22.1 of ITB.)

Financial Bid: Not to be opened except with the approval of the Employer.

The contents of the Technical and Financial Bids shall be as specified in clause 12.1 of ITB

- 19.2** The inner and outer envelopes containing the Technical and Financial Bids shall
- a) be addressed to the Employer at the address provided in the Appendix to ITB:
  - b) bear the name and identification number of the Contract as defined in clause I. I of ITB; and
  - c) provide a warning not to open before the specified time and date for Bid opening as defined in clause 22.1 of ITB

**19.3** In addition to the identification required in Clause 19.2, each of the envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to Clause 21 of ITB, or is declared non responsive pursuant to Clause 22 of ITB.

## **20. Deadline for Submission of Bids**

**20.1** Complete Bids (including Technical and Financial) must be received by the Employer at the address specified in the Appendix to ITB not later than the date and time indicated in the Appendix to ITB. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be received up to the specified time on the next working day.

**20.2** The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10.3 of ITB, in which case all the rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

## **21. Late Bids**

**21.1** Any Bid received by the Employer after the deadline prescribed in Clause 20 of ITB will be returned unopened to the Bidder.

## **E. Bid Opening and Evaluation**

### **22. Bid Opening**

**22.1** The Employer will open the bids received (except those received late) in the presence of the bidders/bidders' representatives who choose to attend at the time, date and place specified in the Appendix to ITB. In the event of the specified date for the

submission of bids being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

**22.2** The envelope containing the technical bid shall be opened. The inner envelope marked "cost of bidding document downloaded from the internet" will be opened first and if the cost of the bidding documents is not there, or incomplete, the remaining bid documents will not be opened, and bid will be rejected.

**22.3** In all other cases, the amount of Earnest Money, forms and validity shall be announced. Thereafter, the bidders' names and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.

**22.4** The Employer will disclose the Bid opening information to those present in accordance with Clause 22.3 of ITB.

**22.5** Evaluation of the technical bids with respect to bid security, qualification information and other information furnished in part- **I** of the bid in pursuant to Clause 12.1 of ITB shall be taken up and completed as soon as practicable. A list will be drawn up of the responsive bids whose financial bids are eligible for consideration.

**22.6** The Employer shall inform, by telegram or fax, the bidders, whose technical bids are found responsive, the date, time and place of opening of the financial bid by posting the same on employer's website. In the event of the specified date being declared a holiday for the Employer, the bids will be opened at the appointed time and location on



the next working day. The invited bidders or their representative may attend the meeting of opening of financial bids.

**22.7** At the time of the opening of the 'Financial Bid', the names of the bidders whose bids were found responsive in accordance with clause 22.5 of ITB will be announced. The financial bids of only these bidders will be opened. The remaining bids will be returned unopened to the bidders. The responsive bidders' names, the Bid prices, the total amount of each bid, and such other details as the Employer may consider appropriate will be announced by the Employer at the time of bid opening. Any Bid price which is not read out and recorded, will not be taken into account in Bid Evaluation

**22.8** The Employer shall prepare the minutes of the opening of the Financial Bids.

### **23. Process to be Confidential**

**23.1** Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any attempt by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid

### **24. Clarification of Bids and Contacting the Employer**

**24.1** No Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded.

**24.2** Any attempt by the bidder to influence the Employer's bid evaluation, bid Comparison or contract award decision may result in the rejection of his bid.

### **25. Examination of Bids and Determination of Responsiveness**

**25.1** During the detailed evaluation of "Technical Bids", the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clauses 3 and 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents. During the detailed evaluation of the "Financial Bids", the responsiveness of the bids will be further determined with respect to the remaining bid conditions. i.e., priced bill of quantities, technical specification and drawings.

**25.2** A substantially responsive "Financial Bid" is one which conforms to all the terms, conditions, and specifications of the bidding documents without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

**25.3** If a "Financial Bid" is not substantially responsive. it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

## **26. Correction of Errors**

**26.1** Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- a) where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
- b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

**26.2** The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Earnest money shall be forfeited in accordance with Clause 16.6(b) of ITB.

## **27. Evaluation and Comparison of Bids**

**27.1** The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 25 of ITB.

**27.2** in evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price by making correction. if any, for errors pursuant to Clause 26 of ITB.

**27.3** If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 32 of ITB be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. The amount of the increased performance security shall be decided at the sole discretion of the Employer, which shall be final, binding and conclusive on the bidder. If two valid bids quote the same lowest amount selection will be made by draw of lots.

## **28. Price Preference**

**28.** There will be no price preference to any bidder.

## **F. Award of Contract**

### **29. Award Criteria**

**29.1** Subject to Clause 31 of TB, the Employer will award the Contract to the Bidder whose Bid has been determined:

- i. to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3 of ITB, and (b) qualified in accordance with the provisions of clause 4 of ITB; and

- ii. to be within the available bid capacity adjusted to account for his bid price which is evaluated the lowest in any of the packages opened earlier than the one under consideration.

### **30. Employer's Right to accept any Bid and to Reject any or all Bids**

**30.1** Notwithstanding Clause 29 above, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.

### **31. Notification of Award and Signing of Agreement**

**31.1** The bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by registered letter. This letter (hereinafter and in the Part I *General Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay to the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

**31.2.** The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 32.

**31.3.** The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and the successful Bidder after the performance security is furnished.

**31.4** Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

### **32. Performance Security**

**32.1** Within 10 (ten) days after receipt of the Letter of Acceptance, the successful bidder shall deliver to the Employer a Performance Security of five percent of the Contract Price, for the period of forty five days after the final completion of works plus additional security for unbalanced Bids in accordance with Clauses 27.3 and 27.4 of ITB and Clause 46 Part I General Conditions of Contract and sign the contract.

**32.2** The performance security shall be either in the form of a Bank Guarantee or fixed deposit Receipts. in the name of the Employer from a Scheduled commercial bank.

**32.3** Failure of the successful Bidder to comply with the requirements of Clause 32.1. shall constitutes sufficient grounds for cancellation of the award and forfeiture of the Earnest Money.

### **33. Advances**

**33.1** The Employer will not provide any advance to the Contractor.

### **34. Corrupt or Fraudulent Practices**

The Employer requires the bidders/Contractors to strictly observe the laws against fraud and corruption in force in India, namely, Prevention of corruption Act, 1988.

**APPENDIX to ITB****Instructions to Bidders****Clause Reference**

1.1 The Works is “ **Reconstruction of CTI building and installation of tubewell at Bahadurgarh warehouse, Distt. Jhajjar, Haryana.** ”

2.1 Identification No. of the works is: **NIL**

3.1 Eligible Bidders are:

Contractors registered with the CPWD, State/U.T.PWD, Delhi Municipal Corporation, New Delhi Municipal Council, any Central PSU, MES, Indian Railways & Postal Department

4.2(f) **DELETED**

4.2(i) **DELETED**

4.4. A (c)

7.1 The contact person is:

Designation: Advisor (DM) IRCS HQ.

Address: 1, Red Cross Road, New Delhi – 110 001.

Telephone No. 011-23716441/42/43

9.1.1 There is no pre-bid meeting

12.1 Part I (V) The other documents required are:

NIL

13.2 Bids may be submitted only in the following method:

**Item Rate Method**

16.1 The amount of Earnest Money shall be Rs.40,000/- (Rupees forty thousand only)

16.2 (i) Fixed Deposit Receipt must be drawn in favour of the Secretary General, Indian Red Cross Society, Headquarters, New Delhi

16.2 (ii) Other acceptable forms of Earnest Money are:

a) Demand Draft in favour of the Secretary General, Indian Red Cross Society, Head Quarters Payable at New Delhi

b) Bank Guarantee in form prescribed in Section 8.

(16.3) Exemption from Earnest Money is granted to: None.

19.2 a) Indian Red Cross Society, Head Quarters, New Delhi, 110001

20.1 The Employer's address for the purpose of Bid submission is:

Secretary General, Indian Red Cross Society, Head Quarters, 1- Red Cross Road, New Delhi, 110001. The deadline for submission of bids shall be

20.1 Date 07.04.2017  
Time 3.00 PM

22.1 & 22.6 The date, time and place for opening of the Technical Bids are:

(A) Technical Bid

Date 10.04.2017

Time 11.00 AM

Place IRCS HQ.

(B) Financial Bid (For qualified bidder as) to be intimated later.

32.1 Additional Performance Security for unbalanced Bid is Rs. One Lac valid for 45 days after the end of final completion certificate.

Signature of Employer/ Authorized Signatory

Date



1.3.2 Information on available Bid Capacity (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid.

Existing commitments and on-going construction works:

Description of Work	Place & State	Contract No & Date	Name & Address of Employer	Value of Contract (Rs. In lakhs)	Stipulated period of completion	Value of works remaining to be completed (Rs. Lakhs) *	Anticipated Date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

\* Enclose certificate(s) from Engineer(s)-in-charge for value of work remaining to be completed.

**(8) Deleted**

**1.4 Deleted**

**1.5 Deleted**



**1.6** Proposed sub-contractors and firms involved for construction. Refer to Clause 7 of Part I General Conditions of Contract.

Section of the Work	Value of Subcontract	Sub-contractor(name and address)	Experience in similar work
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Note: The capability of the sub-Contractor will also be assessed (on the same lines as for the main Contractor) before according approval to him.

**1.7** DELETED

**1.8** DELETED

**1.9** Deleted

**1.10** Information on current litigation in which the Bidder is involved.

Name of other party(s)	Cause of dispute	Litigation where (Court / arbitration	Amount involved
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**1.11** Proposed Programme (work method and schedule). Descriptions, drawings, and charts as necessary, to comply with the requirements of the bidding documents.

**Section 4**  
**Condition of Contract**  
**Part –I General Condition of Contract**

These conditions are subject to the variation and additions set out in part ii Special condition of Contract.

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**Section 4**  
**Part I General Conditions of Contract**

**A. General**

**1. Definitions**

**1.1** Terms which are defined in the Contract Data are also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

**1.2 Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.

**Compensation Events** are those defined in Clause 40 hereunder.

**The Completion Date** is the date of completion of the Works as certified by the Engineer, in accordance with Clause 48.1.

**The Contract** is the Contract between the Employer and the Contractor to execute and complete the Works. It consists of the documents listed in Clause 2.3

**The Contract Data** defines the documents and other information which comprise the Contract.

**The Contractor** is a person or corporate body whose Bid to carry out the Works, including repairs, has been accepted by the Employer.

**The Contractor's Bid** is the completed bidding document submitted by the Contractor to the Employer.

**The Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

**Days** are calendar days; months are calendar months.

A **Defect** is any part of the Works not completed in accordance with the Contract.

**The Defects Liability Certificate** is the certificate issued by Engineer, after the Defect Liability Period has ended and upon correction of Defects by the Contractor.

**The Defects Liability Period** is one year calculated from the Completion Date.

**Drawings** include calculations and other information provided or approved by the Engineer for the execution of the Contract.

**The Employer** is the party as defined in the Contract Data, who employs the Contractor to carry out the Works, including repairs. The Employer may delegate any or all functions to a person or body nominated by him for specified functions.

**The Engineer** is the person named in the Contract Data (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Engineer) who is responsible for supervising the execution of the Works and administering the Contract.

**Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works

**The Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.

**The Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.

**Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.

**Plant** is any integral part of the Works that shall have a mechanical, electrical, electronic, chemical, or biological function.

**The Site** is the area defined as such in the Contract Data.

**Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Engineer.

**The Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

**A Sub-Contractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the construction work in the Contract, which includes work on the Site.

**Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.

**A Variation** is an instruction given by the Engineer, which varies the Works.

**The Works**, as defined in the Contract Data, are what the Contract requires the Contractor to construct, install, maintain, repairs and turn over to the Employer.

## **2. Interpretation**

**2.1** In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer will provide instructions clarifying queries about these Conditions of Contract.

**2.2** If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

**2.3** The documents forming the Contract shall be interpreted in the following order of Priority:

- (1) Agreement.

- (2) Notice to Proceed with the Work, (3) Letter of Acceptance,
- (3) Contractor's Bid.
- (4) Contract Data,
- (5) General Conditions of Contract Part I,
- (6) Specifications,
- (7) Drawings,
- (8) Bill of Quantities, and
- (9) Any other document listed in the Contract Data.

### **3. Language and Law**

3.1 The law governing the Contract is the law of the Union of India. The language of the Contract is stated in the Contract Data.

### **4. Engineer's Decisions**

4.1 Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer. However, if the Engineer is required under the rules and regulations and orders of the Employer to obtain approval of some other authorities for specific actions, he will so obtain the approval.

4.2 Except as expressly stated in the Contract, the Engineer shall not have any authority to relieve the Contractor of any of his obligations under the contract.

### **5. Delegation**

5.1 The Engineer, with the approval of the Employer, may delegate any of his duties and responsibilities to other people, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

### **6. Communications**

6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered

### **7. Subcontracting**

7.1 The Contractor may subcontract part of the construction work with the approval of the Employer in writing up to 20 (twenty) percent of the contract price but will not assign the Contract. Subcontracting shall not alter the Contractor's obligations.

7.2 The Contractor shall not be required to obtain any consent from the Employer for:

- a The sub-contracting of any part of the Works for which the Sub-Contractor is named in the Contract;
- b. the provision for labour, or labour component.
- c. the purchase of materials which are in accordance with the standards specified in the Contract.

7.3 Beyond what has been stated in clauses 7.1 and 7.2, if the Contractor proposes subcontracting any part of the work during execution of the Works, because of some unforeseen circumstances to enable him to complete the Works as per terms of the Contract, the Employer will consider the following before according approval:

- a) The Contractor shall not sub-contract the whole of the Works.

b) The Contractor shall not sub-contract any part of the Work without prior consent of the Employer. Any such consent shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any his sub-Contractor, his agents or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents and workmen

**7.4** The Engineer should satisfy himself before recommending to the Employer whether

a) the circumstances warrant such sub-contracting; and

b) the sub-Contractor so proposed for the Work possess the experience, qualifications and equipment necessary for the job proposed to be entrusted to him in proportion to the quantum of Works to be sub-contracted.

## **8. Other Contractors**

**8.1** The Contractor shall cooperate and share the Site with other Contractors, public authorities, utilities, and the Employer between the dates given in the Contract Data. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

**8.2** The Contractor should take up the works in convenient phases or stages, as decided by the Engineer to ensure there is least hindrance to the smooth flow of traffic including movement of vehicles and equipment of other Contractors till the completion of the Works.

## **9. Personnel**

**9.1** The Contractor shall employ for the construction work the technical personnel named in the Contract Data or other technical persons approved by the Engineer. The Engineer will approve any proposed replacement of technical personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel stated in the Contract Data.

**9.2** If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the Works in the Contract.

**9.3** The Contractor shall not employ any retired Gazetted officer who has worked in the Engineering Department of any Government (Central or State) and has either not completed two years after the date of retirement or has not obtained Government's permission to employment with the Contractor.

## **10. Employer's and Contractor's Risks**

**10.1** The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

## **11. Employer's Risks**

**11.1** The Employer responsible for the excepted risks which are:

(a) in so far as they directly affect the execution of the Works, the risks of war, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's employees), natural calamities and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or

(b) a cause due solely to the design of the Works, other than the Contractor's design.

## **12. Contractor's Risks**

**12.1** All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks, referred to in clause 11.1, are the responsibility of the Contractor.

## **13. Insurance**

**13.1** The Contractor at his cost shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the date of completion, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks

:

a) loss of or damage to the Works, Plant and Materials;

b) loss of or damage to Equipment;

c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and

d) Personal injury or death.

**13.2** Insurance policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in Indian Rupees to rectify the loss or damage incurred.

**13.3 (a)** The Contractor at his cost shall also provide, in the joint names of the Employer and the Contractor, insurance cover from the date of completion to the end of defect liability period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:

(a) Personal injury or death.

(b) Insurance policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the completion date/ start date. All such insurance shall provide for compensation to be payable in Indian Rupees.

**13.4** Alterations to the terms of insurance shall not be made without the approval of the Employer.

**13.5** Both parties shall comply with any conditions of the insurance policies

#### **14. Site Investigation Reports**

**14.1** The Contractor, in preparing the Bid, may rely on any Site Investigation Reports referred to in the Contract Data, supplemented by any other information available to him, before submitting the bid.

#### **15. Queries about the Contract Data**

**15.1** The Engineer will clarify queries on the Contract Data.

#### **16. Contractor to Construct the Works**

**16.1** The Contractor shall construct, and install and maintain the Works in accordance with the Specifications and Drawings.

#### **17. The Works to Be Completed by the Intended Completion Date**

**17.1** The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Programme submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion Date.

#### **18. Approval by the Engineer**

**18.1** The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, who is to approve them.

**18.2** The Contractor shall be responsible for design of Temporary Works.

**18.3** The Engineer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

**18.4** The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

**18.5** All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before their use.

#### **19. Safety**

**19.1** The Contractor shall be responsible for the safety of all activities on the Site.

#### **20. Discoveries**

**20.1** Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

#### **21. Possession of the Site**

**21.1** The Employer shall give complete possession of the Site to the Contractor fifteen days in advance of the construction programme.



## **22. Access to the Site**

**22.1** The Contractor shall allow access to the Site and to any place where work in connection with the Contract is being carried out, or is intended to be carried out to the engineer and any person/persons/agency authorized by:

- a. Engineer
- b. Employer

## **23. Instructions**

**23.1** The Contractor shall carry out all instructions of the Engineer, which comply with the Applicable laws where the Site is located

## **24. Dispute Redressal System**

**24.1** If any dispute or difference of any kind what-so-ever arises in connection with or arising out of this Contract or the execution of Works or repairs, whether before its commencement or during the progress of works or after the termination, abandonment or breach of the Contract, it shall, in the first instance shall be communicated by the Contractor in writing to the Project Engineer and all possible efforts would be made by the Parties to sort out and resolve all such matters of controversy, disputes and differences, amicably with due dispatch and effective priority. In case, the Contractor and the Project Engineer were unable to resolve such issues amicably latest within 30 working days from the date of receipt of such communication by the Project Engineer. In such eventuality the matter shall be referred to the Competent Authority approved by IRCS. In case the works is already in progress, the Contractor shall proceed with the execution of the Works, including maintenance thereof, pending receipt of the decision of the competent authority as aforesaid, with all due diligence.

## **25. Arbitration**

**25.1** In case the contractor is not satisfied with the decision of the competent authority then he can invoke provisions of Arbitration and the sole arbitrator shall be Secretary General , IRCS whose decision shall be final and binding on all parties concerned.

## **B. Time Control**

### **26. Programme**

**26.1** Within the time stated in the Contract Data, the Contractor shall submit to the Engineer for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works, along with monthly cash flow forecasts for the construction of works.

**26.2** An update of the Programme shall be a programme showing the actual progress achieved on each activity and the *effect* of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities.

**26.3** The Contractor shall submit to the Engineer for approval an updated Programme at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this

amount until the next payment after the date on which the overdue Programme has been submitted.

**26.4** The Engineer's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer again at any time. A revised Programme shall show the *effect* of Variations and Compensation Events.

## **27. Extension of the Intended Completion Date**

**27.1** The Engineer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended completion date without the Contractor taking steps to accelerate the remaining Works, which would cause the Contractor to incur additional cost.

**27.2** The Engineer shall decide whether and by how much time to extend the Intended Completion Date within 21 days of the Contractor asking the Engineer for a decision upon the *effect* of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to co-operate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

## **28. Delays Ordered by the Engineer**

**28.1** The Engineer may instruct the Contractor to delay the start or progress of any activity within the Works. Delay/delays totaling more than 30 days will require prior written approval of the Employer.

## **29. Management Meetings**

**29.1** The Engineer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the plans for the Works.

**29.2** The Engineer shall record the business of management meetings and provide copies of the record to those attending the meeting. The responsibility of the parties for actions to be taken shall be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all those who attended the meeting.

## **C. Quality Control**

### **30. Identifying Defects**

**30.1** The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.

### **31. Tests**

**31.1** The contractor shall be solely responsible for:

- a. Carrying out the mandatory tests prescribed in the specifications, and
- b For the correctness of the test results, whether preformed in his laboratory or elsewhere.

**31.2** If the Engineer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples.

**31.3** The Contractor shall, if so required, produce manufacturers' test certificates for any particular batch of materials supplied by him. The tests carried out shall be as per relevant Indian Standards and shall be carried out at Government approved test facility specified by the Engineer.

All such equipment shall be calibrated at specified frequency for accuracy at a Testing Facility approved by the Engineer and calibration certificates will be submitted to the Engineer.

### **32. Correction of Defects noticed during the Defect Liability Period**

**32.1.1** The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and ends after one year. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

**32.1.2** Every time notice of Defect/Defects is given, the Contractor shall correct the notified Defect/Defects within the length of time specified by the Engineer's notice.

### **33. Uncorrected Defects**

**33.1** If the Contractor has not corrected a Defect pertaining to the Defect Liability Period under clause 32.1.1 and clause 32.2 of these Conditions of Contract, to the satisfaction of the Engineer, within the time specified in the Engineer's notice, the Engineer will assess the

cost of having the Defect corrected, and the Contractor will pay this amount on correction of the Defect.

## **D. Cost Control**

### **34. Bill of Quantities**

**34.1** The Bill of Quantities shall contain items for the construction, installation, testing, and Commissioning, maintaining works, to be done by the Contractor.

**34.2** The Bill of Quantities is used to calculate the Contract Price. the Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item for the construction of roads.

### **35. Variations**

**35.1** The Engineer shall, having regard to the scope of the Works and the sanctioned estimated cost, have power to order, in writing, Variations within the scope of the Works he considers necessary or advisable during the progress of the Works. Such Variations shall form part of the Contract and the Contractor shall carry them out and include them in updated Programmes produced by the Contractor. Oral orders of the Engineer for Variations, unless followed by written confirmation, shall not be taken into account.

### **36. Payments for Variations**

**36.1** If rates for Variation items are specified in the Bill of Quantities, the Contractor shall carry out such work at the same rate. This shall apply for Variations only up to the limit prescribed in the Contract Data. If the Variation exceeds this limit, the rate shall be derived under the provisions of clause 36.3 for quantities (higher or lower) exceeding the deviation limit.

**36.2** If the rates for Variation are not specified in the Bill of Quantities, the Engineer shall derive the rate from similar items in the Bill of Quantities.

**36.3** If the rate for Variation item cannot be determined in the manner specified in Clause 36.1 or 36.2, the Contractor shall, within 14 days of the issue of order of Variation work, inform the Engineer the rate which he proposes to claim, supported by analysis of the rates. The Engineer shall assess the quotation and determine the rate based on prevailing market rates within one month of the submission of the claim by the Contractor. As far as possible, the rate analysis shall be based on the standard data book and the current schedule of rates of the Central Public Works division in Delhi. The decision of the Engineer on the rate so determined shall be final and binding on the Contractor.

### **37. Cash Flow Forecasts**

**37.1** When the Programme is updated, the Contractor shall provide the Engineer with an updated cash flow forecast.

### **38. Payment Certificates**

#### **38.1 The payment to the contractor will be as follows:**

(a) The Contractor shall submit to the Engineer monthly statements of the value of the work executed less the cumulative amount certified previously supported with detailed measurement of the Items of work executed.

(b) The Engineer shall check the Contractor's monthly statement within 14 days and certify the amount to be paid to the Contractor.

(c) The value of work executed shall be determined, based on measurements by the Engineer.

(d) The value of work executed shall comprise the value of the quantities of the items in the Bill of quantities completed.

(e) The value of work executed shall also include the valuation of Variations and Compensation Events.

(f) The Engineer may exclude any item certified in a previous certificate or reduce the Proportion of any item previously certified in any certificate in the light of later information.

(g) The final bill shall be submitted by the contractor within one month of the actual date of completion of the work; otherwise the Engineer's certificate of the measurement and of the total amount payable for work accordingly shall be final and payment made accordingly within a period of sixty days as far as possible.

### **39. Payments**

**39.1** Payments shall be adjusted for security deposit, other recoveries in terms of the Contract and taxes at source, as applicable under the law. The Employer shall pay the Contractor the amounts the Engineer had certified within 21 days of the date of each certificate.

## **39.2 Deleted**

**39.3** Items of the Works for which no rate or price has been entered in the Bill of Quantities, will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

## **40. Compensation Events**

**40.1** The following shall be Compensation Events unless they are caused by the Contractor:

a) The effects on the Contractor of any of the Employer's Risks.

**40.2** If a Compensation Event would prevent the Works being completed before the Intended Completion Date, the Intended Completion Date shall be extended. The Engineer shall decide whether and by how much the Intended Completion Date shall be extended.

## **41. Tax**

**41.1** The rates quoted by the Contractor shall be deemed to be inclusive of the sales or value added tax or Works Tax and other levies duties, royalties, cess, toll, taxes of Central and State Governments, local bodies and authorities that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

## **42. Currencies**

All payments will be made in Indian Rupees.

## **43. Security Deposit**

**43.1** The Employer shall retain security deposit of five percent of the amount from each payment due to the Contractor until completion of the whole of the Works.

**43.2** The security deposit and the performance security aggregating to 10 percent of the Contract price will be released to the Contractor when the Defect Liability period is over, and the Engineer has certified that the Defects, if any, notified by the Engineer to the Contractor before the end of this period have been corrected; and that the contractor satisfactorily did the routine maintenance of completed works.

**43.3** If the contractor so desires then the Security Deposit can be converted into any interest bearing security of scheduled commercial bank in the name of the Employer or National Saving Certificates duly pledged in favour of the Employer for Defect Liability Period.

## **44. Liquidated Damages**

**44.1** The Contractor shall pay liquidated damages to the Employer at the rate per week or part thereof stated in the Contract Data for the period that the Completion Date is later than the Intended Completion Date. Liquidated damages at the same rate shall be withheld if the Contractor fails to achieve the milestones prescribed in the Contract Data. However, in case the Contractor achieves the next milestone the amount of the liquidated damages already withheld shall be restored to the Contractor by adjustment in the next payment certificate. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's other liabilities.

**44.2** If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.

#### **45. Advance Payment**

**45.1.** The Employer shall not make any mobilization advance payment or secured advance payment against material brought to site.

#### **46. Securities**

**46.1** The Performance Security equal to five percent of the contract price and additional security for unbalanced bids shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in the form given in the Contract Data and by a scheduled commercial bank. The Performance Security and additional performance security shall be valid until a date 45 days from the date of expiry of Defect Liability Period.

#### **47. Cost of Repairs**

**47.1** Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at his cost if the loss or damage arises from the Contractor's acts or omissions

### **E. Finishing the Contract**

#### **48. Completion**

**48.1** The Contractor shall request the Engineer to issue a certificate of Completion of the Works, and the Engineer will do so upon deciding that the Works is completed.

#### **49. Taking Over**

**49.1** The Employer shall take over the Site and the Works within seven days of the Engineer's issuing a certificate of Completion.

#### **50. Final Account**

**50.1** The Contractor shall supply the Engineer with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Engineer shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 42 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue within 42 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate within 28 days of receiving the Contractor's revised account. The payment will be made within 14 days thereafter.

#### **51. Operating and Maintenance Manuals**

**51.1** If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

**51.2** If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Engineer's approval, the Engineer shall withhold the amount stated in the Contract Data from payments due to the Contractor

## **52. Termination**

**52.1** The Employer may terminate the Contract if the Contractor causes a fundamental breach of the Contract.

**52.2** Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- a) Contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;
- b) Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
- c) Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- d) Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in clause 44.1;
- e) Contractor fails to provide insurance cover as required under clause 13;
- f) Contractor, in the judgment of the Employer, has engaged in the corrupt or fraudulent practice in competing for or in executing the Contract. For the purpose of this clause, "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of an employee of the Employer in the procurement process or in Contract execution. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- g) if the Contractor has not completed at least thirty percent of the value of construction Work required to be completed after half of the completion period has elapsed;
- h) any other fundamental breaches as specified in the Contract Data.

**52.3** Notwithstanding the above, the Employer may terminate the Contract for Convenience.

**52.4** If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

## **53. Payment upon Termination**

**53.1** If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less

the percentage to apply to the value of the work not completed, as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be recovered from the security deposit, and performance security. If any amount is still left un-recovered it will be a debt payable to the Employer.

**53.2** If the Contract is terminated at the Employer's convenience, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the Contract, and less taxes due to be deducted at source as per applicable law.

#### **54. Property**

**54.1** All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer for use for completing balance construction work if the Contract is terminated because of the Contractor's default, till the Works is completed after which it will be transferred to the Contractor and credit, if any, given for its use.

#### **55. Release from Performance**

**55.1** If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of the Employer or the Contractor the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

### **F. Other Conditions of Contract**

#### **56. Labour**

**56.1** The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

**56.2** The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

#### **57. COMPLIANCE WITH LABOUR REGULATIONS**

**57.1** During continuance of the Contract, the Contractor and his sub Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The



Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer. The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

### **58. Drawings and Photographs of the Works**

**58.1** The Contractor shall not disclose details of Drawings furnished to him and works on which he is engaged without the prior approval of the Engineer in writing. No photograph of the works or any part thereof or plant employed thereon, except those permitted under clause 58.1, shall be taken or permitted by the Contractor to be taken by any of his employees or any employees of his sub-Contractors without the prior approval of the Engineer in writing. No photographs/ Video photography shall be published or otherwise circulated without the approval of the Engineer in writing.

### **59. The Apprentices Act 1961**

**59.1** The Contractor shall duly comply with the provisions of the Apprentices Act 1961 (III of 1961), the rules made there under and the orders that may be issued from time to time under the said Act and the said Rules and on his failure or neglect to do so he shall be subject to all liabilities and penalties provided by the said Act and said Rules.

### **60. DRAWINGS:**

- i. Contract / Tender Drawings are diagrammatic but shall be followed as closely as actual construction permits. Any deviations made shall be in conformity with the direction of the Engineer.
- ii. The Contractor shall verify all dimensions at the Site and bring to the notice of the Engineer discrepancies if any, the Engineer's decision in this respect shall be final.

### **61. WORK TO BE CARRIED OUT BY LICENSED PERSONS/FIRMS:**

Technically competent persons or firms holding valid licenses & registered with CPWD/Govt. agencies shall only carry out Sanitary/water supply including any special service installations included in the scope of the Work.

### **62. REFERENCE DRAWINGS:**

The Contractor shall maintain on site one set of all Drawings issued to him for reference.

### **63. SHOP DRAWINGS:**

63.1 The Contractor shall submit, during the currency of the project, to the Engineer four (4) copies of all shop drawings for his approval. Shop drawings shall be submitted generally for the following:

- i. Construction and installation details for shuttering and formworks
- ii. Structural Steelwork, especially joint details.
- iii. For specific areas requiring detailing as called for by the Engineer.
- iv. Manufacturer's and/or Contractor's fabrication drawings for equipment supplied by Contractor.

- 63.2 All the shop drawings shall be prepared on computer through AutoCAD software. Within 7 days after the issue of award of the contract and initial set of working drawings, the contractor shall furnish to the Engineer, for the approval, four sets of detailed shop drawings of all equipment and materials as required by the Engineer.

Each item of equipment/material proposed shall be a standard catalogue product of an established manufacturer strictly from the List of Approved Makes and Manufacturers listed in Volume 2 Annexure B.

- 63.3 Shop drawings shall be submitted for approval sufficiently in advance of planned delivery and installation of any materials to allow Engineer ample time for scrutiny. No claims for extension of time shall be entertained because of any delay in the work due to his failure to produce shop drawings at the right time, in accordance with the approved programme.
- 63.4 Manufacturers drawings, catalogues, pamphlets, equipment characteristics data, performance charts and other documents submitted for approval shall be in four sets. Each item in each set shall be properly labeled, indicating the specific services for which material or equipment is to be used, giving reference to the governing section and clause number and clearly identifying in ink the items and the operating characteristics. Data of general nature shall not be accepted.
- 63.5 Samples of all finishing materials like Tiles (vitrified and ceramic), Indian marble & granite, paints, door shutters, door locks & other hardware etc. other than materials so specified shall be submitted to the Engineer prior to procurement. These will be submitted in triplicate for approval and retention by Engineer and shall be kept in their site office for reference and verification till the completion of the Project.
- 63.6 Approval of shop drawings shall not be considered as a guarantee of measurements or of building dimensions. Where drawings are approved, said approval does not mean that the drawings supersede the contract requirements, nor does it in any way relieve the contractor of the responsibility or requirement to furnish material and perform work as required by the contractor.
- 63.7 Where the contractor proposes to use an item of equipment, other than that specified or detailed on the drawings, which requires any redesign of the structure, partitions, foundation, piping, wiring or any other part of the mechanical, electrical or architectural layouts; he shall inform the Engineer well in advance and no delays resulting from such re-design shall be admissible. He shall also submit all related information as may be required for such redesign to the Engineer.
- 63.8 Where the work of the contractor has to be installed in close proximity to, or will interfere with work of other trades, he shall assist in working out space conditions to make a satisfactory adjustment. If so directed by the Engineer, the contractor shall prepare composite working drawings and sections at a suitable scale not less than 1:50, clearly showing how his work is to be installed in relation to the work of other trades. If the Contractor installs his work before coordinating with other trades, or so as to cause any interference with work of other trades, he shall make all the necessary changes without extra cost to the Engineer.
- 63.9 Within four weeks of approval of all the relevant shop drawings, the contractor shall submit four copies of a comprehensive variation in quantity statement, and itemized price list of recommended (by manufacturers) imported and local spare parts and tools covering all equipment and materials in this contract. The Engineer shall make recommendation to Owner for acceptance of anticipated variation in contract amounts

and also advise the Owner to initiate action for procurement of spare parts and tools at the completion of project.

**64. COMPLETION DRAWINGS & STANDARD MEASUREMENT BOOK (SMB):**

On completion of the Work, the Contractor shall submit three (3) complete sets of the site produced drawings and marked up prints of "AS BUILT" drawings verified and approved by the Engineer. These drawings shall include and show all the changes / deviations made from the working drawings during the course of construction and also the other details as called for by the Engineer. During the execution of the Works a set of drawings shall be retained in the Contractor's Site Offices for the exclusive purpose of recording changes made to the Work as the construction proceeds. The drawings shall be prepared on computer through AutoCAD Software and provided to the Engineer on CD.

Along with the completion drawings the Contractor shall also prepare and submit to the Engineer the Standard Measurement Book (SMB) in the form of a bound book and a soft copy of the same. SMB shall incorporate the standard measurements of the items as per the completion/as built drawings in modules finalized in consultation with the Engineer.

**65. TESTING OF INSTALLATIONS:**

All water retaining structures and the basement shall be tested as specified for the waterproof qualities, in the presence of the Engineer. The Contractor shall also perform all such tests as may be necessary and required by the Engineer to ensure quality of the executed works and by local authorities to meet Municipal and other bye-laws, regulations in force. The Contractor shall provide all labour, equipment, and materials etc., required for the performance of the tests.

**66. SITE INFORMATION:**

All information, levels and dimensions given in the tender drawings relating to Site conditions are given in good faith; the Contractor shall, however, make his own independent inquiries and verify the same. Any claims for extras on account of any deviations or incorrectness of above referred information, levels etc., shall be considered as inadmissible.

The Contractor shall obtain all information relating to local regulations, by-laws and all regulations applicable to the work or applicable profession. Any claims in this regard shall be inadmissible.

**67. SITE INSTRUCTION FILE:**

The Contractor shall maintain a Site instruction file at the Site office. All instructions received from the Engineer relating to the Work shall be retained in the file.

**68. PHOTOGRAPHS:**

Besides submitting progress charts, reports, etc., the Contractor shall submit progress photographs as directed by Engineer, every four weeks in triplicate along with negatives.

**69. PROFESSIONAL INTEGRITY AND TEAM SPIRIT:**

It is the intent of the Employer and the Engineer that this Project will be executed in a spirit of teamwork and full professional integrity. The Contractor shall fully co-operate with all agencies concerned to fulfill this objective.

**70. QUALITY ASSURANCE AND CONTROL PROGRAMME:**

The Contractor shall establish an effective quality control system at the Site and implement the same through an independent team consisting of the Contractor's Representative and qualified and experienced engineers and technical personnel to enforce quality control on all items of the Work and the Project at all stages.

**71. CONTRACT DRAWINGS:**

Drawings forming part of the Contract are listed in Annexure B. Further supplementary Drawings furnished by the Engineer from time to time shall also be deemed to form part of the Contract.

**72. ENTRY TO THE SITE:**

The Engineer, at his discretion has the right to issue passes to control the admission of the Contractor, his agents, employees and work people to the Site of the Work or any part thereof. Passes shall be returned at any time on demand by the Engineer.

**73. FIRE PRECAUTIONS:**

The Contractor shall take all precautions and preventive measures against fire hazards at the Site and shall assume full responsibility for the same.

**74. DRILLING, CUTTING ETC.:**

All cutting and drilling of walls or other elements of the building for the proper entry/installation of inserts, boxes, equipment, etc. shall be carried out using electrically operated tools only. Manual drilling, cutting, chiseling, etc. shall not be permitted. No structural member shall be cut or chased without the written permission of the Engineer. Cutting and drilling of structural members shall be carried out using vibration free diamond wire sawing and diamond drilling only with prior permission from the Engineer. The costs for procurement and using such equipment are deemed to be included in the Contract and no extra costs will be paid.

**75. APPROVAL BY STATUTORY BODIES:**

The Employer will handle commencement Certificate, No Objection Certificate and Occupation Certificate if applicable for the permanent building works under this Contract.

The contractor shall be responsible for providing required notices to authorities and to obtain and retain with him at his own cost all other approvals from the statutory bodies pertaining to works under this tender and temporary structures to be constructed at site, labour, ESI, PF, Tax Deptts. etc. and any other approval required to facilitate performance of Contractor's work under the Contract till completion.

Refusal by statutory authorities to issue completion / occupation certificate or any other approvals due to the Contractor's failure to construct the building in accordance with the sanctioned plans and/or specifications shall render the Contractor liable for damages and in addition, render him liable to obtain such certificates at his cost.

**76. LABOUR WAGES:**

The Contractor shall have no claim whatsoever, if on account of any rules and regulations or otherwise, he is required to pay wages in excess of fair wages called for under Clause 12.2 of General Conditions.

**77. OFFICE & FACILITIES**

The Contractor shall provide at all times for the duration of the Contract survey instruments for the exclusive use of Engineer for carrying out of their duties in connection with the Contract.

Such instruments which must be approved by the Engineer, shall include but not limited to the following:

- One theodolite & tripod capable of reading to 20 seconds / [Total Stations](#)
- One level with horizontal circle and tripod.
- Two metric levelling staffs not less than 3.5mtr high.
- One 100 metre rust less steel band, one 30 metre rust less steel tape & two 30 metre linen tapes.
- An adequate number of ranging rods drop arrows, wooden setting-out pegs, etc.

The Contractor shall be solely responsible for all such instruments and equipment's and shall ensure that they are at all times in good repair and adjustment.

**78. TESTING FACILITIES AT SITE:**

78.1 The Contractor shall provide facilities/equipment to test the quality of material being used.

78.2 The Contractor shall provide the minimum but not limited to the following facilities / equipment and trained staff at site at his own cost.

- Slump testing apparatus.
- Sieve sets for testing of fine and coarse aggregate balance
- Cube moulds
- Balance

78.3 The Contractor shall get other tests carried out at his own cost at approved laboratory as per the directions of the Engineer.

**79. REPORTS & CHECKLISTS BY CONTRACTOR:**

79.1 Contractor has to note that Engineer follows the ISO procedures and all reports, returns & checklists shall conform to ISO standards & procedures as informed to the Contractor by the Engineer for time to time. Within 15 days of award of contract the contractor shall submit the draft formats for various reports and Checklists for the approval of the Engineer. During progress of the Work the Contractor shall prepare and submit to the Engineer various checklists, for having checked various Works at

different stages of progress and reports as per the approved formats and at specified frequency.

- 79.2 The Contractor shall file daily category-wise labour return. The report shall indicate scheduled requirement against actual strength.
- 79.2 The Contractor shall prepare weekly reports of planned and actual progress of the Work and the subsequent week's scheduled Work. These will also include material procurement status.  
These reports shall be submitted to Engineer and Owner's Representative and shall be reviewed in weekly co-ordination meeting.
- 79.3 The Contractor shall submit monthly report along with monthly bills.
- 79.4 Further progress charts and schedules shall be prepared by the Contractor as directed by the Engineer.
- 79.5 Contractor shall submit a safety procedure manual or Company policy on safety. Complying with the SHE Plan and outlining its implementation by the Contractor and including:
- i. Quality Assurance and Control System (Sample format).
- 79.6 Realistic construction programme/schedule. Contractor shall maintain and make available all the records pertaining to reports, returns and checklist to the Engineer during audits (internal as well as external) and make necessary corrections, additions and actions based upon the findings / observations of the audits.

#### **80. NAME BOARD AND PUBLICITY:**

The contractor is not entitled to do any publicity on account of the project. Contractor shall not put any hoarding, publish any advertisement, put any banner or circulate any pamphlet or adopt any other publicity method save and except with prior written approval of the Engineer.

A name board may be made and displayed by the Contractor at his own cost at the Site at some approved place. The drawing of the Name Board shall be got approved from the Engineer. The contents of the board shall be as follows:-

- i. Name of the Project.
- ii. Name of the Owner/Owners.
- iii. Engineer with his address.
- iv. Contracting Agency.
- v. Other Contracting Agencies.

Care should be taken to see that the height of letters should not be more than 2" to abide by the code of professional conduct. The colour, texture etc., of the board shall be as per the Engineer's instructions.

#### **81. SITE BARRICADING:**

The site shall be maintained by the Contractor at his own cost till completion of the Project. Contractor for safety reason provide the GI sheet barricading around the excavated pits and his work area, which shall be put in proper line and level and shall be painted as per the instructions of the Engineer. Contractor shall at his own cost provide lockable gates at all the openings in the site barricading, boundary wall, access roads that may be required from time to time during progress of work. Contractor shall be required to provide appropriate barricading within the site to ensure safety of men and material, at his own cost.

**82. RATE ONLY ITEMS, NON-TENDERED / EXTRA ITEMS AND QUANTITIES EXCEEDING THE TENDERED QUANTITIES:**

The contractor shall immediately and before procurement and execution of the work obtain a written approval of the variation order from the Engineer for the rate only item, non-tendered /extra items and quantities exceeding the tendered quantities. No payments will be entertained without the Engineer's written approval of the change / variation order. The onus shall be on the Contractor to obtain such prior written variation order from the Engineer.

**83. WATER AND ELECTRICITY:**

Contractor shall make his own arrangement for electricity and water for construction purposes.

- 83.1 The electricity required for Construction Work shall be arranged by the Contractor from the authorities and/ or generators at his own cost. Contractor shall be responsible for all distribution points as may be required for the Work. The Contractor shall also make arrangement for alternative standby services at his own cost in the form of additional Generators of adequate capacity (day & night) so that there is no delay in progress of Work as per construction schedule submitted by him and approved by the Engineer. The Contractor shall also share electricity from his Generators and electric connection with other Contractors, Sub-contractors, Vendors & Engineer etc. and share proportionate cost (excluding the Engineer for whom the electric supply is free) with them at tariff prevalent as per State Electricity Board. The point of supply shall be at Generator / Electric supply Board. The cost of energy meter shall be borne by the allied contractors. Contractors shall ensure adequate capacity of generators to support such load sharing with other vendors.
- 83.2 The Contractor shall prepare schematic distribution diagrams of distribution of electricity and water for construction purposes incorporating all safeties and get them approved by the Engineer, the distribution at site shall be in accordance to the approved schematic. The contractor shall ensure incorporation and strict implementation of all safety parameters, equipments, instruments and directions given by the Engineer from time to time in this regard.
- 83.3 The contractor shall install the temporary distribution lines for water and electricity ensuring that work of other agencies / vendors is not interrupted or hampered. Incase during the course of construction these lines foul or interrupt or hamper the work of other agencies / vendors, the contractor shall remove and relocate the service lines and relocate the same at his own cost with in the time stipulated by the Engineer.

All statutory Fees, & miscellaneous expenses and costs for electric power and Water connection for construction purposes shall be borne by the Contractor. However the statutory fees if refundable shall be reimbursed by the Owner on production of proper receipts.

**84. ASSOCIATED CIVIL WORKS:**

All civil works required for the storage of materials or the installation of equipments any other required for the contractor's functioning shall be the responsibility of the contractor.

**85. GUARANTEE TO PERFORM:**

The contractor shall carry out the work in accordance with the drawings, specifications, schedule and other documents forming part of the contract.

The contractor shall be fully responsible for the performance of the works executed by him. All waterproofing works and termite proofing works executed by the contractor, shall be guaranteed for a minimum period of ten years from the date of final completion of Project. The guarantees on the approved format shall be submitted to the Engineer along with the as-built documentation at the end of the project. These guarantees will be executed & extended by the contractor and not by the sub agencies to the Engineer.

**86. ESCALATION:**

No escalation on Contract price / rates shall be applicable during the tenancy of the Contract period including extensions thereof.

**87. DEWATERING AND FLOODING CONTROL:**

The Contractor is deemed to have allowed for any and all temporary dewatering, during the execution of his Work. Such work shall include but not necessarily be limited to the safe disposal of the resulting water; removal, replacement and/or re-compaction of the water logged soils/surfaces; backfilling plugging of all temporary sumps, ditches, temporary materials and devices.

87.1 Contractor shall be deemed to have allowed for all costs associated with removal of flood waters and any associated sludge debris etc. from the basement level or any other part of the building so effected in the event of flooding due to heavy rains during his construction activities and after basement, superstructure work is completed until such time as Contractor has completed and handed over all his works under the Contract.

**88. PROTECTION / PRESERVATION OF TREES:**

Contractor shall take all measures necessary to ensure the protection and preservation of existing trees within / outside the boundary of the site. Contractor shall be responsible of any damage / casualty to the trees happening as a result of his working at site and for any action, claim, penalty or expenses imposed by the forest / any other department. No claim / payment shall be payable to the contractor on this account.

**89. INSTALLATION OF TUBEWELL**

The following conditions will apply:-

1. The applicant shall inform about the date, time and name of drilling agency involved before the start of construction of tube well,
2. The construction of bore-well is to be done through a drilling agency registered with the Central Ground Water Authority or any State Govt authority. Before starting the work at site, intimation regarding agency will be furnished.
3. Tubewells proposed must be constructed within the specified area as per directions of Engineer-in-charge.



4. The details specification of drilling of tube well such as depth, pipe, details of tube well yields etc are to be furnished to Engineer-in-charge within one week of the construction of tube well.
5. Suo-Moto directions issued on 06.08.2010 by the Hon'ble Supreme Court of India in Writ Petition, (Civil) No.36 of 2009 regarding Measures of Prevention of fatal accidents of small children due to their falling in abandoned borewells and tube wells are required to be followed.
6. The photographs of the constructed tube-well are to be furnished immediately after completion of the same.
7. All electrical installations work shall be carried out by an electrical contractor having license in this behalf by the appropriated authority as per relevant I.E.Rules.
8. Manufactures test certificate duly countersigned by the contractor shall be submitted to the Engineer-in-charge at the time of supply of pumps and motors.
9. Full and comprehensive instruction manual (equipment wise) giving procedure for operation and maintenance of the equipments shall be supplied by the contractor at the time of supply of pumps, motors MCCCCB and starters.
10. Test on completion: after completion of work, the contractor will arrange final testing of the various equipments so as to ascertain that the equipments supplied and executed under the contract give trouble free operation at his own cost. If the test shows noticeable deterioration in the performance of various equipments, the contractor shall rectify the defects/deficiencies at his own cost immediately.
11. The contractor shall provide guarantee for satisfactory running of the equipments and against manufacturing defects and defects due to faulty workmanship for equipments and other items of work covered under the contracts valid for a period of 12 months from the date of completion of work. The equipment shall be maintained as per the instruction of the Engineer-in-charge from time to time and regular record of performance and equipments throughout the guarantee period. The contractor shall repair, if necessary replace at his own cost any equipment of component thereof found to have become defective due to improper materials of faulty workmanship during the guarantee period. The contractor shall, however, not be responsible to repair, or replace as such, if any equipment or component thereof, has become defective due to improper maintenance, stores are handling for which the decision of Engineer-in-charge in writing shall be final and binding on the contractor.

Contractor

Advisor(DM)

**Contract Data to General Conditions of Contract**  
Clause Reference

**Items marked "N/A" do not apply in this Contract.**

1. The Employer is Indian Red Cross Society (Headquarters)  
Address: 1 Red Cross Road, New Delhi 110001  
Name of authorized Representative Advisor (DM), IRCS [CI.1.1]
2. The Engineer is:  
Designation: Engineer Advisor  
Address: IRCS, HQ, 1-Red Cross Road, New Delhi-110001
3. The Intended Completion Date for the whole of the Works is [CI. 1.1,17 &18]  
3 months after start of work.
4. The Site is located at **“Bahadurgarh, Distt. Jhajjar, Haryana”**. [CI. 1.1]
5. The Start Date shall be 14 days after the date of issue of the Notice to proceed with the work. [CI.1.1]
6. (a) The name and identification number of the Contract is : [CI.1.1]  
  
(b) The Works consists of **Reconstruction of CTI Building and installation of tubewell at Bahadurgarh Warehouse, Distt. Jhajjar Haryana** as described in these [CI.1.1]  
The works shall, inter-alia, include the following, as specified or as directed
7. Section completion is [CI 2.2]
8. The following documents also form part of the Contract: [CI.2.3(11)]  
1. Tender Drawings
9. The language of the Contract documents is English/Hindi [CI.3.1]
10. The Other Contractors and the dates are as follows: N/A [CI. 8.1]
11. A. The Technical Personnel for construction work are: [CI. 9.1]

Technical Personal	Number	Experience in Civil Works (Years))
Degree Holders In Civil Engineering	1	10 Years
Diploma Holder in Civil Engineering	1	5 Years

- 12(a) Amount and deductible for insurance are: [CI.13.1]
- 12(b) Amount and deductible for insurance are: [CI. 13.3 (a)]
13. Site investigation report: NIL [CI. 14.1 ]
14. (a) Competent authority is: [CI.24.1]  
A Committee appointed by the Secretary General under the chairmanship of an Engineer of the rank of Superintending Engineer and two other members.
15. (a) The period for submission of the programme for approval of Engineer shall be 7 days from the issue of Letter of Acceptance. [CI.26.1]
- b) The updated programme shall be submitted at interval of 15 days [CI 26 .3]
- c) The amount to be withheld for late submission of an updated programme shall be Rs. 0.25 lakhs. [ CI. 26.3]
16. The percentage of Variation of items of work for which there shall be no increase in rates shall be 25%. [CI 36.1]
17. (a) Milestones to be achieved during the contract period  
(1) 1/8<sup>th</sup> of the entire contract work up to 1/4<sup>th</sup> of the period allowed for completion of construction  
(2) 3/8<sup>th</sup> of the entire contract work up to 1/2 of the period allowed for completion of construction  
(3) 3/4<sup>th</sup> of the entire contract work up to 3/4<sup>th</sup> of the period allowed for completion of construction.

(b) Amount of liquidated' Damages for delay in Completion of works	For Whole of work 1 percent of the Initial Contract Price, rounded off to the nearest thousand, per week.
(c) Maximum limit of liquidated damages for delay in Completion of work.	10 per cent of the Contract Price rounded off to the nearest thousand.

[CI.44.1]

18. The standard form of Performance Security acceptable to the Employer shall be an unconditional Bank Guarantee of the type as prescribed In the Bidding Documents.

[CI. 46.1]

19. a) The Schedule of Operating and Maintenance Manuals [CI.51.1]
- (b) The date by which "as-built" drawings (in scale as directed) in 2 sets are required is within 28 days of issue of certificate of completion of whole or section of the work, as the case may be. [CI.51.1]

20. The amount to be withheld for failing to supply "as-built" drawings  
by the date required is Rs. 1.00 Lakhs. [CI.51.2]
- 21 (a) The following events shall also be fundamental breach of contract: [CI.52.2 (j·)]  
"The Contractor has contravened Clause 7.1 and Clause 9 of Part I General  
Conditions of Contract
22. The percentage to apply to the value of the work not completed representing the  
Employer's additional cost for completing the Works shall be 20 percent.  
[CI.53.1]

## **Section 5 Technical Specifications**

### **CIVIL WORKS**

#### **1.0 GENERAL :-**

- 1.01 The specifications and mode of measurements for Civil and Plumbing works shall be in accordance with C.P.W.D. Specifications 1996 Volumes I to VI with up to date correction slips Unless otherwise specified in the nomenclature of individual item or in the specifications, the entire work shall be carried out as per the C.P.W.D. specifications with upto date correction slips upto the date of opening of tender.
- 1.02 For the item not covered under CPWD Specifications mentioned above, the work shall be executed as per latest relevant standards/codes published by B.I.S. (formerly ISI) inclusive of all amendments issued thereto or revision thereof, if any, upto the date of opening of tenders.
- 1.03 In case of B.I.S. (formerly I.S.I) codes/specifications are not available, the decision of the Engineer based on acceptable sound engineering practice and local usage shall be final and binding on the contractor.
- 1.04 However, in the event of any discrepancy in the description of any item as given in the schedule of quantities or specifications appended with the tender and the specifications relating to the relevant item as per CPWD specifications mentioned above, or in drawings the former shall prevail.
- 1.05 In general the building floor to floor height is 3.7m unless specified otherwise in the drawing. The rates for different items of work shall be for up to 4.0 m floor to floor height at all levels, lifts, leads and depths of the building except where otherwise specified explicitly in the item of work or in special conditions appended with the tender. All works above the top most terrace (main ) shall be paid under the level existing below( ie machine room, mumty etc)
- 1.06 The work shall be carried out in accordance with the architectural, structural, plumbing and electrical drawings etc. The drawings shall have to be properly co-related before executing the work. In case of any difference noticed between the drawings, final decision, in writing of the Engineer shall be obtained by the contractor. For items, where so required, samples shall be prepared before starting the particular items of work for prior approval of the Engineer and nothing extra shall be payable on this account.
- 1.07 All materials to be used on works shall bear I.S. certification mark unless specifically permitted otherwise in writing. In case I.S. marked materials are not available(not produced) , the materials used shall conform to I.S. code or CPWD specifications as applicable in this contract.

In such cases the Engineer shall satisfy himself about the quality of such materials and give his approval in writing. Only articles classified as "First Quality" by the manufacturers shall be used unless otherwise specified. All materials shall be tested as per provisions of the Mandatory Tests in CPWD specifications and the relevant IS specifications. The Engineer may relax the condition regarding testing if the quantity of materials required for the work is small. Proper proof of

procurement of materials from authentic manufacturers shall be provided by the contractor to the satisfaction of Engineer. Grade of cement used shall be 43 /53 unless otherwise specified explicitly. The contractor shall get the Design Mix for RCC done by the labs approved by Engineer only. Reinforcement Steel used shall be of FE-415 unless otherwise specified.

- 1.08 In respect of the work of the sub-agencies deployed for doing work of electrification, air-conditioning, external services, other building work, horticulture work, etc. for this project and any other agencies simultaneously executing other works, the contractor shall afford necessary coordination and facilities for the same. The contractor shall leave such necessary holes, openings, etc. for laying / burrying in the work pipes, cables, conduits, clamps, boxes and hooks for fan clamps, etc. as may be required for the electric, sanitary air-conditioning, fire fighting, PA system, telephone system, C.C.T.V. system, etc. and nothing extra over the agreement rates shall be paid for the same.
- 1.09 Unless otherwise specified in the bill of quantities, the rates for all items of work shall be considered as inclusive of pumping out or bailing out water if required for which no extra payment will be made. This will include water encountered from any source such as rains, floods, subsoil water table being high or due to any other cause whatsoever.
- 1.10 Any cement slurry added over base surface (or) for continuation of concreting for bond is added its cost is deemed to have in built in the item unless otherwise/explicitly stated and nothing extra shall be payable or extra cement considered with consumption on this account.
- 1.11 The rate for all items in which the use of cement is involved is inclusive of charges for curing.
- 1.12 The contractor shall clear the site thoroughly of all scaffolding materials and rubbish etc. left out of his work and dress the site around the building to the satisfaction of the Engineer before the work is considered as complete.
- 1.13 Rates for plastering work (excluding washed grit finish on external wall surfaces) shall include for making grooves, bands etc. wherever required and nothing extra shall be paid for the same.
- 1.14 The rates quoted for all brick/concrete work shall be deemed to include making openings and making good these with the same specifications as shown in drawings and/or as directed. No extra payment shall be made to the contractor on this account.
- 1.15 Rates for all concrete/plaster work shall include for making drip course moulding, grooves etc. wherever required and nothing extra shall be paid for the same.
- 1.16 Rates for flooring work shall include for laying the flooring in strips / simple designs wherever required and nothing extra shall be paid for the same.
- 1.17 The drawing(s) attached with the tender documents are for the purpose of tender only, giving the tenderer a general idea of the nature and the extent of works to be executed. The rates quoted by the tenderer shall be deemed to be for the execution of works taking into account the "Design Aspect" of the items and in accordance with the "Construction Drawings" to be supplied to the Contractor during execution of the works.

- 1.18 The quoted rate shall be for finished items and shall be complete in all respects including the cost of all materials, labour, tools & plants, machinery etc., all taxes, duties, levies, octroi, royalty charges, statutory levies etc. applicable from time to time and any other item required but not mentioned here involved in the operations described above. The Employer shall not be supplying any material, labour, plant etc. unless explicitly mentioned so.

**Section 5 (Cont'd)**  
**Drawings**

**As per Attached Drawings**



**Section 6  
Form of Bid**

Notes on Form of Bid  
The Bidder shall fill In and submit this Bid form with the Bid

[Date]

To  
The Indian Red Cross Society (HQ)  
1 Red Cross Road, New Delhi 110001

**Description of the  
Works** \_\_\_\_\_

**Identification Number of the  
Works** \_\_\_\_\_

1. II We offer to execute the works described above and remedy any defects therein conformity with the Conditions of Contract, specifications, drawings, Bill of Quantities and Addenda for

a) item Rate Contract (Total Bid Price) Rs. ----- (in figures) Rupees.----- (in words)

OR

b) for Percentage Rate contract, Percentage Below / Percentage Above at par with the rates entered in the schedule of rates, as referred to in Clause 13 of ITB.

2. We undertake to commence the works on receiving the Notice to Proceed with work in accordance with the contract documents.

3. this Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and Earnest money required by the bidding documents and specified in the Appendix to ITB.

**Authorized Signature:**-----

**Name and Title of Signatory:**-----

**Name of Bidder:**-----

**Address:**

\_\_\_\_\_

## **Section 7. Bill of Quantities**

### Preamble

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders. Conditions of Contract Specifications and Drawings

2.1 For the construction of works, the quantities given in the Bill of Quantities are estimated, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued

(a) at the rates and prices tendered in the Bill of Quantities in the case of item rate tenders; and

3. The rates and prices tendered in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the Contract, include all constructional plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out in the Contract.

4. Arithmetic errors will be corrected by the Employer pursuant to Clause 26 of the Instructions to Bidders.

The Schedule of Quantities shall be as per following :

#### 1. Civil Works

#### **Notes:**

(1) The item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed to be covered by the other rates and prices in the Bill of Quantities (Refer: ITS Clause 13.2 and Part I General Condition of Contract 39.3).

(2) Unit rates and prices shall be quoted by the bidder in Indian rupees [ITS Clause 14.1].

(3) Where there is a discrepancy between the rate in figures and words, the rates in words will govern.

[ITS Clause 26.1 (a)]

(4) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITS Clause 26.1 (b)].

**Indian Red Cross Society  
Schedule of Quantities**

**Name of work: Re-construction of CTI building and installation of tube-well at Bahadurgarh Warehouse. Distt. Jhajjar, Haryana.**

Sl.No.	Description of Item	Quantity	Unit	Rate		Amount (Rs)
				Figure	Word	
1.	Excavation trenches of required width for pipes , cables etc. including excavating for sockets, and dressing of sides, ramming of bottoms depth up to 1.5 m, including getting out the excavated soil, and then returning the soil as required in layers not exceeding 20cm in depth including consolidating each deposited layer by ramming, watering etc. and disposing of surplus excavated soil as directed within a lead of 50 m Pipes, cables etc exceeding 80 mm dia, but not exceeding 300 mm dia	75.00 Metres	Metre			
2.	Providing and laying cement concrete in retaining walls, return walls (any thickness) including attached pilasters, columns, piers, abutments, pillars, posts, struts, buttresses, string or lacing courses, parapets, coping, bed blocks, anchor blocks, plain window sills, fillets sunken floor etc. up to floor five level, excluding the cost of centering, shuttering and finishing: 1:4:8(1 cement: 4 coarse sand: 8 graded stone aggregate 40 mm nominal size)	30.00 Cubic metres	Cubic metre			
3.	Reinforced cement concrete work in beams, suspended floors, roofs having slope up to 15, landings, balconies, shelves chajjas, lintels, bands, plain windows sills, staircases and spiral stair cases up to floor five level excluding the cost of centering, shuttering, finishing and reinforcement with 1:2:4 (1 cement : 2 coarse sand :4 graded stone aggregate 20mm nominal size).	4.00 Cubic metres	Cubic metre			
4.	Centering and shuttering including strutting, propping etc. and removal of form for; Suspended floors, roofs, landings, balconies and access platform	30.00 Square metres	Square metre			
5.	Reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete; Cold twisted bars	220.00 Kilogram	Kilogram			

6.	Brick work with common burnt clay F.P.S. (non modular) brick of class designation 7.5 in superstructure above plinth level up to floor V level in all shapes and sizes in; Cement mortar 1:6 (1 cement :6 coarse sand)	5.00 Cubic metres	Cubic metre			
7.	Providing and fixing 18 mm thick gang saw cut, mirror polished, premoulded and prepolished, machine cut 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 (1cement:4 coarse sand),joints treated with white cement, mixed with matching pigment, epoxy touch ups, including rubbing cutting, 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	12.00 Square metres	Square metre			
8.	Grinding & mirror polishing on marble work/granite work/stone work where ever required to give high gloss finish complete.	338.00 Square metres	Squire metre			
9.	Providing wood work in frames of false ceiling, partitions etc. sawn and fixed in position; Kiln seasoned and chemically treated hollock wood	1.00 Cubic metre	Cubic metre			
10.	Providing and fixing ISI marked flush door shutters conforming to IS:2202 (PartI) non-decorative type, core of block board construction with frame of 1 <sup>st</sup> class hard wood and well matched commercial 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 and necessary screw	8.00 Square metres	Squire metre			
11.	Providing and fixing aluminium sliding door bolts ISI marked anodized (anodic coating less than grade AC 10 as per IS:1868) transparent or dyed to required colour of shade with nuts and screws etc complete 250x16mm	4 numbers	Each			
12.	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 200x10mm	4 numbers	Each			
13.	Providing and fixing aluminums handles ISI marked anodized (anodic coating not less than grade AC 10 as per IS:1868) transparent or dyed to required color or shade with necessary screws etc. complete 125mm	10 numbers	Each			

14.	<p>Providing and fixing factory made ISI marked steel glazed doors, windows and ventilators side/top/centre hung with beading and all members such as F7D, F4B, K11 B and K12 B etc. complete of standard rolled steel sections, joints mitred and flash butt welded and sash bars tenoned and riveted, including providing and fixing of hinges, pivots, including priming coat of approved steel primer, but excluding the cost of other fittings, complete all as per approved design, (sectional weight of only steel members shall be measured for payment).</p> <p>Fixing with 15x3 mm lugs 10 cm long embedded in cement concrete block 15x10x10 cm of C.C. 1:3:6 (1cement:3 coarse sand :6 graded stone aggregate 20 mm nominal size)</p>	20.00 Kilograms	Kilogram			
15.	<p>Steel work welded in built up sections /framed work, including cutting ,hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc as required In gratings, frames, guard bar, ladder, railing, brackets, gates and similar works</p>	50.00 Kilograms	Kilogram			
16.	<p>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: 40 mm thick with 20mm nominal size stone aggregate</p>	30.00 Square metres	Square metre			
17.	<p>Providing and laying ceramic glazed wall tiles of size ( thickness to specified by the manufacturer conforming IS:15622, 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, laid over 12 mm thick bed of cement mortar 1:3 (1 cement: 3 coarse sand), and jointing with grey cement slurry @ 3.3 kg per sqm, including pointing in white cement mixed with pigment of matching shade complete</p>	75square metre	Square metre			
18.	<p>Providing and laying ceramic glazed floor tiles of size 300x300 mm (thickness to specified by the manufacturer) of Ist quality conforming IS:15622, of approved make, in all colours, shades, such as white, ivory, grey, fume red brown, laid on 20mm thick cement mortar 1:4(1 cement : 4 coarse sand ), including pointing the joints with white cement and matching pigment etc, complete</p>	75.00 Square metre	Square metre			
19.	<p>Providing gola 75x75 mm in cement concrete 1:2:4 (1 cement: 2 coarse sand: 4 stone aggregate 10mm and down gauge) including finishing with cement mortar 1:3 (1 cement:3 fine sand )as per standard design: In 75x75 mm deep chase</p>	25.00 Metres	Metre			
20.	<p>Making khurras 45x45 cm with average minimum thickness of 5cm cement concrete 1:2:4 (1 cement: 2 coarse sand: 4 graded stone aggregate of 20mm nominal size) over P.V.C. sheet 1mx1mx400micron, finished with 12mm cement</p>					

	plaster 1:3 (1 cement:3coarse sand) and a coat of neat cement rounding the edge and making and finishing the outlet complete	1 Number	Each			
21.	Providing and fixing on wall face unplasticised Rigid PVC rain water pipes conforming to IS: 13592 type A, including jointing with seal ring conforming to IS: 5282, leaving 10mm gap for thermal expansion, single socketed pipes. 110 mm diameter	30.00 Metres	Metre			
22.	Providing and fixing on wall face unplasticised PVC moulded fittings/accessories for unplasticised rigid PVC rain water pipes conforming to IS: 13592 type A, including jointing with seal ring conforming to IS: 5282, leaving 10mm gap for thermal expansion, (i) 110 mm bend.  (ii) 110 mm shoe	4 Numbers  4 Numbers	Each  Each			
23.	12 mm cement plaster of mix 1:4 (1 cement : 4 fine sand)	100 Square metres	Square metre			
24.	6 mm cement plaster of mix; 1:3 (1 cement: 3 fine sand)	30.00 Square metres	Square metre			
25.	18 mm cement plaster in two coats under layer 12 mm thick cement plaster 1:5(1 cement :5 coarse sand) finished with a top layer 6 mm thick cement plaster 1;6 (1 cement:6 fine sand)	25.00 Square metres	Square metre			
26.	White washing with lime to give an even shade: New work (three or more coats)	90.00 Square metres	Square metre			
27.	Applying one coat of water thinnable cement primer of approved brand and manufacturing on walls surface: Water thinnable cement primer	200.00 Square metres	Square metre			
28.	Applying priming coat:- With ready mixed pink or Grey primer of approved brand and manufacture on wood work (hard and soft wood)	19.00 Square Metres	Square metre			
29.	Supplying water proofing materials for cement concrete/plaster work.	14.00 Kilograms	Kilogram			
30.	Repairs to plaster of thickness 12mm to 20mm in patches of area 2.5 sq. meters and under including cutting the patches in proper shape and preparing and plastering the surface of the walls complete including disposal of rubbish to the dumping	160.00 Square	Square			

	ground within 50 metres lead: With cement mortar 1:4 (cement : 4 fine sand )	metre	metre			
31.	Regarding terracing of mud phaska covered with tiles or bricks, in cement by dismantling tiles or bricks, removing mud plaster and damped brick earth, preparing the surface of mud phaska to proper slope after relaying the old brick earth and mud plaster mixed with bhusha at 35kg per cum of earth and gobri leaping with mix 1:1 (1 clay : 1 cow dung) and tiles bricks, grouted in cement mortar 1:3 (1 cement : 3 fine sand) including replacing unserviceable tiles or bricks with new ones and disposal of unserviceable material to the dumping ground (the cost of the new tiles or brick excluded) within 50 metres lead	30.00 Square metres	Square metre			
32.	Distempering with oil bound washable distemper of approved brand and manufacture to give an even shade Old work (one or more coats)	2260.00 Square metre	Square metre			
33.	Removing dry or oil bound distemper, water proofing cement paint and the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete	2260.00 Square metre	Square metre			
34.	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade: (i)Two or more coats on new work  (ii) One or more coats on old work	8.00 Square metres  1340.00 Square metre	Square metre  Square metre			
35.	Finishing walls with Acrylic Smooth exterior paint of required shade:  Old work (Two or more coat applied @ 1.67 ltr/10 sqm on existing cement paint surface).	1100 Square metres	Square metre			
36.	French spirit polishing;  One or more coats on old work	500.00 Square Metres	Square metre			
37	Demolishing cement concrete manually/ by mechanical means including disposal of material within 50 metres lead as per direction of engineer-in charge Normal concrete 1:3;6 or richer mix (i/c equivalent design mix)	1 cubic metre	Cubic metre			
38.	Taking out doors, windows and clerestory window shutters (steel or wood) including stacking within 50 metres lead Of area 3 sq. meters and below	4 numbers	Each			

39.	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	260.00 Square metres	Square metre			
40.	Providing and laying 60 mm thick factory made cement concrete interlocking paver block of M-30 grade making by block machine with strong vibratory compaction, of approved size, design & shape, laid in required colour and pattern over and including 50mm thick compacted bed of coarse sand, filling the joints with fine sand etc. all complete as per the direction of engineer-in charge	625.00 Square metre	Square metre			
41	Providing and laying at near ground level factory stone of M-25 grade cement concrete in position to the required line and curvature, joined with cement mortar 1:3 (1 cement : 3 coarse sand), including making joints with or without grooves (thickness of joints except at sharp curve shall not to more than 5 mm), including making drainage opening wherever required complete etc. as per direction of Engineer-in charge (length of finished kerb edging shall be measured for payment). (precast C.C. kerb stone shall be approved by Engineer-in-charge)	10.00 Cubic metres	Cubic metre			
42.	Providing and fixing water closet squatting pan (Indian type W.C. pan) with 100mm sand cast iron P or S trap, 10 litre low level white P.V.C. flushing cistern with manually controlled device (handle lever) conforming to IS: 7231, with all fittings and fixtures complete including cutting and making good the walls and the floors wherever required. White vitreous china Orissa pattern W.C. pan of size 580x440mm with integral type foot rests	4 numbers	Each			
43.	Providing and fixing white vitreous china pedestal type water closet(European type W.C. pan) with seat and lid, 10 litre low level white P.V.C. flushing cistern, including flush pipe, with manually controlled device (handle lever), conforming to IS: 7231, with all fittings and fixtures complete including cutting and making good the walls and the floors wherever required. W.C. pan with ISI marked black solid plastic seat and lid	4 numbers	Each			
44.	Providing and fixing white vitreous china flat back half stall urinal of size 580x380x350 mm white PVC automatic flushing cistern, with fittings, standard size C.P. brass flush pipe, spreaders with unions and clamps (all in C.P. brass) with waste fitting a per IS:2556,C.I. trap with outlet grating and other couplings in C.P. brass, including painting of fittings and cutting and making good the walls and floor wherever required: Range of two half stall urinals with 5 litre PVC automatic flushing cistern	2 numbers	Each			



45.	Providing and fixing wash basin with C.I./M.S. brackets, 15 mm C.P. brass pillar taps, Kingston/gem/techno/parko, 32mm C.P. brass waste of standard pattern, including painting of fittings and brackets, cutting and making good the walls wherever require: Wash basin size 630x450 mm with a single 15 mm C.P. brass pillar tap	8 numbers	Each			
46.	Providing and fixing 600x120x5mm glass shelf with edges round of supported on anodized Aluminium angle frame with C.P. brass brackets and guard rail complete fixed with 40mm long screws, rawl plugs etc. complete	8 numbers	Each			
47.	Providing and fixing PTMT bottle trap for Wash basin and sink ; Bottle trap 31 mm single piece moulded with height of 270mm, effective length of tail pipe 260 mm from the centre of the waste coupling 77 mm breadth with 25 mm minimum water seal, weighing not less the 260 gms.	12 numbers	Each			
48.	Providing and fixing G.I. pipes complete with G.I. fittings including External work (i) 15 mm dia nominal bore  (ii) 20 mm dia nominal bore  (iii) 50 mm dia nominal bore	35.00 Metres  35.00 Metres  20.00 Metres	Metre  Metre  Metre			
49.	Providing and fixing unplasticised PVC connection pipe with brass unions 45 cm length 15mm nominal bore	16 Numbers	Each			
50.	Providing and fixing C.P. brass short body bib cock of approved quality conforming to IS:8931 15 mm nominal bore	8 Numbers	Each			
51.	Providing and fixing C.P. brass angle valve for basin mixer and gyser points of approved quality conforming to IS:8931 15 mm nominal bore	20 Numbers	Each			
52.	Providing, laying and jointing glazed stoneware pipes grades 'A' with stiff mixture of cement mortar in the proportion of 1:1 (1 cement : 1 fine sand) including testing of joints etc. complete 150 mm diameter	75.00 Metres	Metre			
53.	Providing and laying cement concrete 1:5:10 (1 cement : 5 coarse sand : 10 graded stone aggregate 40 mm nominal size) up to haunches of S.W. pipes including bed concrete as per standard design; 150 mm diameter S.W. pipe	75.00 Metres	Metre			
54.	Constructing brick masonry manhole in cement mortar 1:4 (1 cement: 4 coarse sand ) C.I. cover with frame (light duty) with R.C.C. top slab with 1:2:4 mix (1 cement:2 coarse sand: 4 graded stone					

	<p>aggregate 20mm nominal size), foundation concrete 1:4:8 mix (1 cement:4 coarse sand : 8 graded stone aggregate 40mm nominal size),inside plastering 12 mm thick with cement mortar 1:3 (1 cement : 3 coarse sand ) finished with floating coat of neat cement and making channels in cement concrete 1:2:4 (1 cement: 2 coarse sand : 4 graded stone aggregate 20 mm nominal size) finished with a floating coat of neat cement complete as per standard design;          Inside dimension 90x80 cm and 45 cm deep including C.I. cover with frame (light duty) 455x610 mm internal dimensions, total weight of cover and frame to be not less than 38 kg (weight of cover 23 kg and weight of frame 15 kg);          With common burnt clay F.P.S. ( non modular) bricks of class designation 7.5</p>	2 Numbers	Each			
55.	<p>Extra for depth manholes;          Sizes 90x80 cm          With common burnt clay F.P.S. ( non modular) bricks of class designation 7.5</p>	1 Metre	Metre			
56.	<p>Making connection of drain or sewer line with existing manhole including breaking into and good the walls floors with cement concrete 1:2:4 mix (1 cement : 3 coarse sand) finished with a floating coat of neat cement and making necessary channels for drain etc complete:          For pipes 250 to 300 mm diameter</p>	2 Numbers	Each			
57.	<p>Providing and laying APP (Atactic polypropylene polymer) modified prefabricated five layer 3mm thick water proofing membrane, black finished reinforced with non-woven polyester matt consisting of coat of bitumen primer for bitumen membrane @ 0.40 litre/sqm by the same membrane manufactured of density at 25C , 0.87 – 0.89 kg/litre and viscosity 70-160 cps. Over the primer coat the layer of membrane shall be laid using the Butane Torch and sealing all joints etc, and preparing the surface complete. The vital physical and chemical parameters of the membrane shall be as under: joint strength in longitudinal and transverse direction at 23C as 650/450 N/5cm. Tear strength in longitudinal and transverse direction as 300/250N. Softening point of membrane not less than150C. Cold flexibility shall be upto-2C when tested in accordance with ASTM, D-5147. The laying of membrane shall be got done through the authorised applicator of the manufacturer of membrane:          3mm thick</p>	54.85 Square metres	Square metre			
58	<p>Shotcreting RCC columns, beams, and slabs etc. in layers with approved design mix concrete having the specified minimum characteristic compressive strength[with ordinary Portland cement coarse sand and graded stone aggregate of 10mm maximum size in proportion as per design criteria] including the cost of centering and</p>					

	shuttering at edges and corners etc. as directed by Engineer –in-charge. The rates shall include for providing necessary ground wires/leveling gauges which shall be fixed/applied at least one day before applying shorterete at an average interval of 1 m multiply 1 m or as may be approved as per specifications (payment under this item shall be made after proper wet curing has been done and surface has been satisfactorily evaluated by sounding tapping with a blunt metal instrument (Excluding the cost of scaffolding) 50mm thick average in grade m30 with cement content not less than 400 kg per cum.	9.00 Square metres	Square metre			
59	Chipping and removal of unsound/weak concrete and plaster from slabs, beams, columns and other RCC/brick structures etc. with power driven chisel (HIL-TI TE706) or pneumatic chisel as directed by Engineer-in-charge up to 25 to 65 mm average depth including saw cutting of all edge making square shoulder of the cavities as per direction of the Engineer-in-charge complete including disposal of malba upto 50 metre lead.	9 square metres	Square metre			
60	Cleaning exposed concrete surface of loose and foreign material using dry sand blasting with coarse sand followed by and including cleaning with oil free air blast upto 15 metre to above plinth level including necessary machine, compressor and toher required T&P for the above process as per approved sample and as per direction of the Engineer-in-charge (Excluding the cost of scaffolding) working plateform as per design and pattern approved by the Engineer-in-charge.	9.00 Square metres	Square metre			
61	Providing, mixing and applying bonding coat of approved epoxy adhesive on chipped RCC slab, beams, colu etc. complete and as per specifications & direction of the Engineer-in charge Epoxy adhesive (1kg cover 2.20 sqm) bond strength to exceed tensile strength	9.00 Square metres	Square metre			
62	Providing cutting to required size and fixing galavanised steel wire fabric 25x25mm mesh of 3.25mm thick to exposed reinforcement/R.C.C. structural members, slab, beam, columns etc. for repair, rehabilitation works, at all height and locations in four storied residential quarters, complete as per direction of Engineer in charge (Excluding the cost of scaffolding) ( cost of providing & fixing mechanical/chemical fasters if required, shall be paid for seperaetly).(Excluding the cost of scaffolding	9 Square metres	Square metre			
63	<b><u>Installation of Tube-well</u></b> Geo-Electrical investigation to furnish Ground water details for one sounding/probe upto the depth of 500/1000 feet below ground level. (Geo-Electrical survey will be conducted at least minimum four point location). Hydrological details like Water table, Dischrage, Quality Seasonal fluctuations etc. shall be provided in the report to be submitted after survey.	1 job	Each job			

64	Boring/drilling bore well of required dia for casing/strainer pipe, by suitable method prescribed in IS: 2800 (part 1), including collecting samples from different strata, preparing and submitting strata chart/bore log, including hire & running charges of all equipments, tools, plants & machineries required for the job, all complete as per direction of Engineer-in-charge, up to 90 metre depth below ground level. Rocky strata including Boulders 300 mm dia	90.00 Metres	Metre			
65	Supplying, ERW (Electric Resistance Welded) FE 410 mild steel screwed and socketed/plain ended casing pipes of required dia, conforming to IS: 4270, of reputed & approved make, including painted with outside surface with two coats of anticorrosive paint of approved brand and manufacture, including required hire & labour charges, fittings & accessories, all complete, for all depths, as per direction of Engineer-in-charge (i) 200 mm dia  (ii) 150 mm dia	63.00 Metres  24.00 Metres	Metre  Metre			
66	Gravel packing in tube well construction in accordance with IS: 4097, including providing grading gravel fine/medium/coarse, in required grading & sizes as per actual requirement, all complete as per direction of Engineer-in-charge.	1.5 Cubic metre	Cubic Metre			
67	Development of tube well in accordance with IS:2800 (part 1) and IS: 11189, to establish maximum rate of usable water yield without sand content (beyond permissible limit), with required capacity air compressor, running the compressor for required time till well is fully developed, measuring yield of well by "V" notch method or any other approved method, measuring static level & draw down etc. by step drawn down method, collecting water samples & getting tested in approved laboratory, i/c disinfection of tube-well, all complete, including hire & labour charges of air compressor, tools & accessories etc., all as per requirement and direction of Engineer-in-charge.	20 hours	Hour			
68	Providing and fixing M.S. clamp of required dia to the top of casing/housing pipe of tube well as per IS: 2800 (part 1), including necessary bolts & nuts of required size complete. (i) 200 mm	1 Number	Each			
69	Providing and fixing suitable size threaded mild steel cap or spot, welded plate to the top of bore well housing/casing pipe, removable as per requirement, all complete for bore well of : a) 200 mm dia	1 Number	Each			
70	Constructing masonry Chamber 30x30x50 cm inside, in brick work in cement mortar 1:4 (1 cement : 4 coarse sand) for stop cock, with C.I. surface box 100X100X75mm (inside) with hinged cover fixed in cement concrete slab 1:2:4 mix (1 cement :2 coarse sand : 4 graded stone aggregate 20 mm nominal size), i/c necessary excavation,					

	foundation concrete 1:5:10 (1 cement :5 fine sand : 10 graded stone aggregate 40 mm nominal size) and inside plastering with cement mortar 1:3 (1 cement : 3 coarse sand) 12 mm thick, finished with a floating coat of neat cement complete as per standard design: With common burnt clay F.P.S. (non modular) bricks of class designation 7.5	2 Numbers	Each			
71	Constructing masonry Chamber 90x90x100 cm inside, in brick work in cement mortar 1:4 (1 cement : 4 coarse sand) for sluice valve, with C.I. surface box 100 mm top diameter, 160 mm bottom diameter and 180 mm deep (inside) with chained lid and RCC top slab 1:2:4 mix (1 cement :2 coarse sand : 4 graded stone aggregate 20 mm nominal size), i/c necessary excavation, foundation concrete 1:5:10 (1 cement :5 fine sand : 10 graded stone aggregate 40 mm nominal size) and inside plastering with cement mortar 1:3 (1 cement : 3 coarse sand) 12 mm thick, finished with a floating coat of neat cement complete as per standard design: With common burnt clay F.P.S. (non modular) bricks of class designation 7.5	1 Number	Each			
72	Supplying K.S.B. (Cora-7C/25)/PLUGA/CROMPTON make 100 mm submersible pump coupled with 7.5 HP, 2900 RPM, submersible squirrel cage induction motor suitable for operation on 415 volts, Three phase, 50 cycles, AC supply. The pump shall be capable for the following performances.	1 Number	Each			
73	Supplying Finolex/Netco make Copper Conductor 3 CoreX2.5 mm <sup>2</sup> flat water proof submersible cable	65.00 Metres	Metre			
74	Supplying M.S. Mounting Clamp set for 50mm diameter G.I. pipe made of 50x10 mm M.S. Flat and nuts, bolts including drilling holes etc.	1 Number	Each			
75	Supplying 50mm (Medium class) G.I. pipe with threaded ends welded with G.I. Flanged having semi circular cut for protection of cable in 3.00 metre approx. length.	60.00 Metres	Metre			
76	Supplying 50mm (Medium class) G.I. pipe with threaded ends welded with G.I. Flanged having semi circular cut for protection of cable in 3.00 metre approx. length.	175.00 Metres	Metre			
77	Providing and fixing G.I. pipes complete with G.I. fittings including trenching and re-filling etc. 50 mm dia	175 metres	Metre			
78	Providing and filling sand of grading zone V or coarser around G.I. Pipe in external work. 50 mm dia	175.00 Metres	Metre			
79	Providing and fixing G.I. pipes complete with G.I. fittings including trenching and re-filling etc. 25 mm dia	20.00 Metres	Metre			

80	Painting G.I. pipes and fittings with two coats of anti-corrosive Bitumastic paint of approved quality: 25mm dia	20.00 Metres	Metre			
81	Providing and filling sand of grading zone V or coarser grade, around the G.I. pipes in external work. 25 mm diaI.	20.00 Metres	Metre			
82	Supplying 50 mm SANT/LEADER make Gun Metal Gate Valve with C.I. wheel (Screwed End)	2 Numbers.	Each			
83	Supplying 25 mm SANT/LEADER make Gun Metal Gate Valve (Screwed End)	1 Number.	Each			
84	Supplying 50 mm SANT/LEADER make Gun Metal non return Valve with C.I. wheel (Screwed End)	1 Number.	Each			
85	Supplying 25 mm SANT/LEADER make Gun Metal non retun Valve (Screwed End)	1 Number	Each			
86	Supplying Feeder Pillar type Cubical L.T. Switch Board in dust and vermin proof construction of required size with Rubber Gasketed Door, Duly Lockable arrangement etc. fabricated out of 2.00 mm thick M.S. sheet comprising of BCH make Citation 'A' submersible pump starter with 3 position selector switch board in sheet steel enclosure (Premium DOL Model No:CPPYNAK) comprising of DOL Starter, overload Relay, Voltmeter, Ammeter, SPP, Phase Indicating lamp and control accessories alongwith MINILEC make single Phasing Preventor (ModelNo.VSPD-10, NDOASIAN/STANDARD make four pole 40 amperes (30 MA Sensitivity) Residual Current Circuit Breaker and L&T make Manual 63 amps Changeover Switch (Model:FG-63) and Bakelite plate for mounting Energy Meter on hook for 3 HP submersible motor, 3 phase, 50 Cycles AC Supply, 400/440 Volts with provision of space for Energy Meter.	1 number	Each			
87	Installation of submersible Pump set with the following details and commissioning the same etc. a) Providing and Fixing G.I. Nipple with Reducer/Increaser (If required with G.I. Flange. B) jointing the cable with Motor and the Starter. c) Fixing and Lowering of G.I. pipe including Nuts, Bolts and Rubber Insertions as required. D) Fixing of G.I. Bend, Valve including Nuts, Bolts and Rubber Insertions as required. e) Fixing of M.S. well Cover after making hole for G.I. pipe. Fixing and grouting of feeder pillar alongwith switch board in the wall including earthing and commissioning etc.	1 Number	Each			

88	Earthing with G.I. pipe 4.5 metre long, 40 mm dia including accessories, and providing masonry enclosure with cover plate having locking arrangement and watering pipe etc. with charcoal/coke and salt as required.	2 Jobs	Each Job			
89	Providing and laying earth connection from earth electrode with 6 SWG dia G.I. Wire in 15 mm dia G.I. pipe from earth electrode including connection with G.I. thimble excavation and refilling as required.	2 Jobs	Each job			
90	Making connection of G.I distribution branch with G.I main of following sizes by providing and fixing tee, including cutting and threading the pipe etc. complete, 50 to 80 mm nominal bore	1 Number	Each			
				Total	.....	...

**Section 8**  
**Letter of Acceptance and Other Forms**  
**Standard Forms**

18) Letter of Acceptance

Notes 011 Standard Form of Letter of Acceptance  
 The Letter of Acceptance will be the basis for formation of the Contract as described in Clauses 31 and 32 of the Instructions to Bidders. This Standard Form of Letter of Acceptance should be filled in and sent to the successful Bidder only after evaluation of bids has been completed and approval of the competent authority has been obtained.

Letterhead of the Indian Red Cross Society (Headquarters)

*[Date]*

To: \_\_\_\_\_

*Name of the Contractor}*

1. This is to notify you that the Employer, namely, Indian Red Cross Society (Headquarters), New Delhi has accepted your Bid dated for execution of the \_\_\_\_\_ *[name of the Contract and identification number, as given in the Contract Data]* for the Contract Price of Rupees \_\_\_\_\_

\_\_\_\_\_ *[amount in figures and words]* as corrected and modified\* in accordance with the Instructions to Bidders.

2. We request you to furnish Performance Security, (and additional security for unbalanced bids in terms of ITB Clause 27.3 and clause 27.4,) *[where applicable]* in the form detailed in CI. 32 of ITB for an amount of Rs. \_\_\_\_\_ within 10 days of the receipt of this letter of acceptance valid up to 45 days from the date of expiry of Defects Liability Period i.e. up to ..... and sign the contract, failing which action as stated in CI. 32.3 of ITB will be taken.

Yours faithfully,

Authorized Signature

\_\_\_\_\_  
 Name and Title of Signatory:

Attachment:



**\* Delete "corrected and" or "and modified" if only one of these action applies. Delete "as corrected and modified in accordance with the Instruction to Bidders" if corrections or modifications have not been effected.**

**(b) Issue of Notice to proceed with the work**

[Letterhead of the Indian Red Cross Society (Headquarters)]

\_\_\_\_\_ (Date)

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Name and address of the Contractor)

Sirs:

Pursuant to your furnishing the requisite performance security as stipulated in ITB Clause 32.1 and signing of the contract for the construction of -----, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory,  
authorized to sign on behalf of  
Employer)

## (c) Standard Form of Agreement

The Agreement should incorporate any corrections or modification to the BID resulting from correction of errors .(Instructions to Bidders, Clause)
--

**Standard Form: Agreement****Agreement**

This agreement, made the \_\_\_\_\_ day of \_\_\_\_\_  
 20\_\_\_\_\_ Between the Indian Red Cross Society (Headquarters), 1 Red  
 Cross Road, New Delhi, (hereinafter called "the Employer") of the one part, and

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

[ name and address of Contractor] (hereinafter called "the Contractor" of the other part)

Whereas the Employer is desirous that the Contractor execute .

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

*name and identification number of Contract*] (Hereinafter called "the Works") and the  
 Employer has accepted the Bid by the Contractor for the execution and completion of  
 such Works and the remedying of any defects therein at a cost of Rupees

\_\_\_\_\_

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - i) Letter of Acceptance;
  - ii) Notice to proceed with the works;
  - iii) Contractor's Bid; iv) Contract Data;
  - v) Special Conditions of contract and General Conditions of Contract;
  - vi) Specifications;
  - vii) Drawings;

- viii) Bill of Quantities and
- ix) Any other document Listed in the Contract Data as forming part of the contract

Agreement to In witness whereof the parties thereto have caused year first before written.  
this be executed the day and

The Common Seal of

\_\_\_\_\_

Was hereunto affixed in the presence of:

Signed , Sealed and Delivered by the said

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

in the presence of:

Binding Signature of Employer -----

Binding Signature of Contractor  
-----

**(d) Forms of unconditional Bank guarantee from  
Contractors for  
EARNEST MONEY DEPOSIT (BANK GUARANTEE)**

[ On the Letter head of the Bank ]

Whereas------(Name of Bidder) (hereinafter called "the bidder")has submitted his bid dated-  
(dated) for the construction  
of  
------(name of the contract)  
(hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that we \_  
(name of bank) of having our registered office  
,at (hereinafter called 'the Bank") are bound unto the  
Indian Red Cross Society (Headquarters), 1 Red Cross Road, New Delhi, 110001  
(hereinafter called "the Employer" in the sum of for which  
payment well and truly to be made to the said Employer the bank binds itself, his successors  
and assigns by these presents"

SEALED with the common seal of the said Bank this  
\_\_\_\_\_ day of

\_\_\_\_\_ 20 \_\_\_\_\_

THE CONDITIONS of this obligations are:

- (1) If after Bid opening the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid; or
- (2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of bid validity:

- (a) Fails or refuses to execute the Form of Agreement in accordance with the instructions to Bidders, if required; or
- (b) Fails or refuses to furnish the Performance security, in accordance with the instructions to bidders, or
- (c) Does not accept the correction of the Bid Price.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 28 days after the deadline for the validity of bid, as stated in the instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived.

BANK

Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE-----SIGNATURE OF THE BANK  
-----WITNESS-----

(SIGNATURE, NAME AND ADDRESS

\_\_\_\_\_  
\_\_\_\_\_

1. The Bidder should insert the amount of the guarantee In words and figures denominated in Indian Rupees.  
2.28 days after the end of the validity period of the Bid. Date should be inserted by the Employer before the Bidding documents are issued.

**PERFORMANCE SECURITY (BANK GUARANTEE)**  
(on the letter head of the Bank)

To,  
The Secretary General  
Indian Red Cross Society (Headquarters)  
1, Red Cross Road , New Delhi-110001

WHEREAS------(name and address of contractor) (herein after called “the contractor”) has undertaken. In pursuance of contract-----No-----  
-----

Date-----to execute------(name of contract and brief description of works) (hereinafter called “the contract”)

AND WHEREAS we have agreed to give the contractor such a Bank Guarantee;  
NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the contractor, up to a total of -----

----- (amount of guarantee)-----  
-----

\_\_\_\_\_ (in words) such sum being payable in Indian rupees in which the contract Price is payable, and we undertake to pay you, upon your first written demand. and without cavil or argument, any sum or sums within the limits of -----  
-----

(amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

This guarantee shall be valid until 28 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor

Name of Bank -----

Address -----

Date -----

1. An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the contract and denominated in Indian Rupees.

