

Tender Document for Repair of damaged exterior/interior surfaces by plastering, painting & other ancillary works of 27 Residential Towers, Basement, Boundary walls and other common areas of RPS Savana at Sector 88, Greater Faridabad



Employer: Savana Welfare Association (SWA)

**Location: RPS Savana, Sector-88, Faridabad – 121002
Haryana**

Table of Revisions

Rev. No	Date	Purpose	Prepared by	Checked by	Approved by
A	10.01.2025	Issued For Bids	SWA-Infra-Committee	SWA-GB	SWA-GB

Hemant Kumar



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Savana Welfare Association

SWA Office, Temporary Club, Stilt Parking Area
Tower-09, RPS Savana, Sec-8B, Faridabad (HR)

Registration No.:HR09-2017-02449

TENDER DOCUMENT

DOCUMENT NO.SWA-TR-0001
REV. A

SECTION – I: NOTICE INVITING TENDER

NOTICE INVITING TENDERS



1 Notice Inviting Tender

National Competitive Bidding

NIT No.: **SWA/Civil Tender/2025/01**

Dated: 09.01.2025

Bids on "Lumpsum Basis" on EPC mode are invited through Domestic Competitive Bidding in Single Stage -Two Part Bidding Basis {i.e. Part-I (Cover-I): Technical Bid and Part-II (Cover-II): Price / Financial Bid} for and on behalf of the SWA from eligible Sole Bidders for the work of "Repair of damaged exterior/interior surfaces by plastering, painting & other ancillary works of Residential Towers, basement, boundary walls and other common areas at RPS Savana, Sector-88, Faridabad".

Items are to be strictly executed as per the technical specifications of CPWD. Materials of specified Make / Brand, as mentioned in the tender document, shall only be used during execution of the works.

Complete Bid Documents/Tender Documents can be purchased during workdays/hours from the Administration office (SWA), JLL, Tower-9, RPS Savana, Sector-88, Faridabad, Haryana or downloaded from www.savana-swa.org with Tender Documents Fee by way of Online/ Crossed Demand Draft at the time of submitting the bid document.



2 Brief details & critical dates of tender

2.1 Brief details of tender

Sl. No.	Item	Description
1	Name of Work	Repair of damaged exterior/interior surfaces by plastering, painting & other ancillary works of Residential Towers, Basement, Boundary walls and other common areas at RPS Savana, Sector-88, Faridabad
2	Tender Specification No.	SWA/Civil Tender/2025/01
3	Mode of Tendering	Physical Bidding (Open Tender – 2 enveloped bids) Cover-I: Technical Bid Cover-II: Financial Bid/Price Bid
4	Tender Documents Fee	Rs. 5000/- only (Rupees Five thousand only), Online or in the form of Crossed Demand Draft in favour of “Savana Welfare Association Sector-88 Faridabad” payable at Faridabad.
5	EMD (Bid Security)	Rs 16,50,000/- (Rupees sixteen lakhs and fifty thousand only) in the form of Crossed Demand Draft in favour of “Savana Welfare Association in Faridabad” payable at Faridabad.
6	Completion Period / Schedule	Fifteen (15) months from date of LOA (Letter of Appointment)
7	Required validity of Bid	90 days after the last date of bid submission
8	Tender Inviting Authority	President, Savana Welfare Association, RPS Savana, Sector-88, Faridabad
9	Point of Contacts	Mr. Akashdeep Patel, President-SWA, 9773980454 Mr. Hemant Kumar-General Secretary-SWA Ph: 9999667764 Or Mr. Prakash Sahoo, Member, SWA Infra Committee, Ph: 9911387137 Savana Welfare Association, RPS Savana, Sector-88, Faridabad, email – savanawelfareassociation@gmail.com

2.2 Tender timelines

The following timelines will be strictly adhered to carry out the tendering process

Sl. No.	Description	Date & time
1	Publishing Date & Time	10.01.2025 (10:00 hrs)
2	Document Purchase Start Date & Time	10.01.2025 (14:00 hrs)
3	Pre-tender meeting Date & Time	14.01.2025 (11:00 AM to 12:30 PM) Join the meeting through link shown below: <u>Pre-bid meeting link</u> Pre-Tender Meet, Tower Renovation Project, RPS SAVANA 14 Jan • 11:00–13:00 • View details and RSVP https://calendar.app.google/WQ3JQyNd1xSU5Cgb6
4	Bid Submission Start Date & Time	19.01.2025 (13:00 hrs)
5	Offline submission closing (address, date & time)	Administration Office, JLL, Tower - T9, RPS Savana, Sector- 88, Faridabad, Haryana-121002 24.01.2025 (17:00 hrs)
6	Opening of Technical Bid (Cover-I)	SWA office, RPS Savana, Sector- 88, Faridabad 25.01.2025 (15:00 hrs)
7	Physical Price bid Opening (Cover-II)	Venue, Date & time to be intimated later to the bidders whose Technical Bids are found to be in order.

- Prospective / Interested bidder may download the Bid Documents from website <https://www.savana-swa.org> free of cost till the Time and Date as mentioned on online NIT at website <https://www.savana-swa.org>
- Bid fees are also applicable for the Bidders who are downloading the bid document and submitting the Bid document physically, through Demand Draft only of any Schedule Bank payable at Faridabad and in favour of “Resident Welfare Association, RPS Savana”, having validity period of 120 days from the last date submission of bid.
- If the office happens to be closed on the day of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.
- Bid Security (EMD) is Rs. 16,50,000 (Sixteen lakhs and fifty thousand only).

Other Information are as under:



- i) **Offers will be accepted in physical form only.**
 - ii) Demand Draft purchased by the other than bidder and issued after the last date of submission of Bids, will not be considered or accepted.
 - iii) The cost incurred by the contractor for this offer for clarification or attending discussion, conferences or site visits will not be Paid or reimbursed by the tenderer in any form.
 - iv) Conditional Bid shall not be accepted.
 - v) Any changes, addition, alternation made in the prescribed forms attached with Bid are liable to be rejected.
 - vi) Any change in format or conditional Bank Guarantee will not be accepted and the bidder will be considered non-responsive.
 - vii) All the bidders are instructed to fill in information strictly in accordance with the format given in the checklist /qualification document / Bid document.
 - viii) It is mandatory for the bidders to supply every information as asked strictly in the tender document at appropriate places only.
 - ix) Blank / insufficient information shall be treated as NIL information and shall result in disqualification.
 - x) Even if the bidder has been qualified in a similar or larger size of project in the past, it shall not be deemed to be a ground / reason for not giving required information for the work / bid.
 - xi) Information supplied for earlier projects shall not be considered while evaluation of this bid.
- e) If found necessary, the contractor will be intimated for negotiation of:
- i) Bid Document Fee / Bid Fee
 - ii) GST Number
 - iii) PAN Number
 - iv) EPF No.
 - v) Work Experience, if necessary.
 - vi) Other Documents, as required.



Savana Welfare Association

SWA Office, Temporary Club, Stilt Parking Area
Tower-09, RPS Savana, Sec-88, Faridabad (HR)

Registration No.: HR09-2017-02449

TENDER DOCUMENT

DOCUMENT NO.SWA-TR-0001
REV. A

SECTION – II: INSTRUCTION TO BIDDERS

INSTRUCTION TO BIDDERS (ITB)
BIDDING DATA &
INFORMATION TO BIDDERS

3 Instructions to Bidders

A. General

3.1 General Notes for Scope of Works

The SWA (Savana Welfare Association) here in after referred to as the Employer invites bids for the Works, as described in these documents and referred to as “the Works”. The name and identification number of the works is provided in the NIT.

The scope of work under this document shall be in complete conformity with the subsequent sections of this document and shall include completely operational Buildings and Infrastructure achieving all the objectives of the project.

The scope of project “Repair of damaged external surfaces by plastering, internal & external painting & other ancillary works of Residential Towers, Basement, Boundary walls and other common areas” at RPS Savana, Sector-88, Faridabad, includes the followings.

- a) Detailed Survey/inspection of site. The survey methodology is to be submitted along with the offers.
- b) Submission of execution methodology considering the current level of occupancy in towers, parking/traffic management etc.
- c) Submission of Document Management philosophy to manage the entire documentation of the project and management of all entire works.
- d) Anything not mentioned explicitly in the scope of work and indicative BOQ, but required to complete the job and to make the Entire Project Fully operational, as per Design intent/Technical Specifications/Bid document, shall be in the scope of the bidder and shall be completed adhering to the quality norms as per the direction and the satisfaction of the Engineer-in-Charge and user, without any commercial implication to the Engineer-in- Charge.
- e) The successful bidder will be expected to complete the works by the intended completion date specified in the tender document.

Note: Throughout these bidding documents, the terms ‘bid’ and ‘Bid’ and their derivatives (bidder/ Bidder, bid / Bid, bidding/ Biding, etc.) are synonymous.

3.2 Brief scope of work

The scope of works envisaged in this tender covers the repair and repainting of the external surfaces of all 27 high rise towers of RPS Savana, Sector-88, including Boundary walls (facing towards the society), Basement area, Stilt Parking areas, Staircase areas and Floor Corridors by engaging reputed and capable contractor(s) in association with reputed paint manufacturers by means of a Tri-Party- Agreement (TPA).



RPS Savana is a residential society located in Sector-88, Faridabad, within the RPS City Township with spread of over 41 acres of land. It has 27 high rise towers of varying heights and composition of dwelling unit types. Tower-wise composition of the dwelling units is under:

RPS SAVANA SECTOR 88					
S. No	Towers	No of floors	No. of Flats	Dwelling unit type	Foundation
1	T1	G+16	128	2 BHK	Non-base-ment
2	T2	G+14	111	2 BHK	Non-base-ment
3	T3	G+13	109	2+1 BHK	Non-base-ment
4	T4	G+16	130	2 BHK	Non-base-ment
5	T5	G+14	115	2 BHK	Non-base-ment
6	T6	G+15	123	2+1 BHK	Non-base-ment
7	T7	G+17	138	2+1 BHK	Non-base-ment
8	T8	G+15	125	2+1 BHK	Non-base-ment
9	T9	G+17	138	3 BHK	Basement
10	T10	G+17	139	3 BHK	Basement
11	T11	G+17	141	3 BHK	Basement
12	T12	G+17	140	3 BHK	Basement
13	T12A	G+12	44	4 BHK	Basement
14	T14	G+12	40	4 BHK	Basement
15	B1	G+9	58	3+1 BHK	Basement
16	B2	G+11	68	3+1 BHK	Basement
17	B3	G+13	54	3+1 BHK	Basement
18	B4	G+13	54	3+1 BHK	Basement
19	B5	G+15	61	3+1 BHK	Basement
20	B6	G+15	61	3+1 BHK	Basement
21	B7	G+13	54	3+1 BHK	Basement
22	B8	G+13	54	3+1 BHK	Basement
23	B9	G+11	68	3+1 BHK	Basement
24	B10	G+9	38	3+1 BHK	Basement
25	B11	G+9	38	3+1 BHK	Basement
26	B12	G+9	56	3+1 BHK	Basement
27	B12A	G+9	59	3+1 BHK	Basement
Total No of Flats			2344		

3.3 Detailed Scope of Work

- a) The scope of work shall be understood with the help of the following definitions and the treatments that they shall receive:
 - i) **Exterior/External Surfaces** – All vertical and horizontal externally visible (open to sky) surfaces of walls, beams columns, parapet walls, Chajjas, Over-head water tanks, mumty, machine room, shafts etc. of all residential towers.
 - ii) **Internal/Interior surfaces** – All vertical and horizontal surfaces of common areas (not open to sky) pertaining to floor corridors, staircase areas, mumty, lift machine rooms, underside of chajjas, all ceilings, stilt parking etc.
 - iii) **Basement** – The basement walls, roof and columns.
 - iv) The type of paint or final surface coating/coatings that the Employer intends to provide is mentioned in Schedule A of the document
- b) Identification of damped external surfaces of the buildings/towers by visual inspection and with the aid of moisture meter, marking of the affected area in rectangular fashion, analysing the reasons for seepage/dampness on the external surfaces, recording the details in the approved Format and submitting the report to SWA/ Engineer-In-Charge for the verification and approval of the same. Repair of any external source of dampness shall be rectified by the maintenance agency and any internal source of dampness (like water pipeline leakages) shall be rectified either by the owner of the dwelling unit himself/herself. Alternatively, the owner may authorize the maintenance agency to carry out the repair of the internal leakage source at owner's cost.
- c) Identifying the damaged plaster on the external surfaces of the buildings/ towers by means of visual inspection and conducting standard hammer tests on all surfaces, recording the quantum of the damaged surface area in approved format and submitting the same to SWA/ Engineer-In-Charge for approval.
- d) Scrapping the loose plaster and making the bricks of the walls and concrete of the load bearing members of affected portion visible by suitable hand tools. The scrapping shall be done not only over visibly affected areas but also the surrounding surfaces to remove loose plaster till plastered area with sound strength is reached. Brick joints shall be properly raked, and hacking of concrete surfaces shall be done to facilitate the gripping of the fresh plaster on the affected surfaces.
- e) Plastering of exposed surfaces by Ready Mix Plaster of reputed brands (Berger, Asian, Dulux, Birla etc.). Ready Mix Plaster shall be "ready mix cement plaster rendered with polymer additives and waterproofing compound, well graded sand and fillers". Compressive strength of the material shall be minimum 7.5 MPa in 28 days as per IS: 2250. Ready Mix Plaster shall be pre-packed material requiring only water addition at site. Thickness of plaster shall be as per Schedule of rates.
- f) Repairing of Minor and major cracks in RCC structural members using micro-concreting and GP SEAL or equivalent compound.
- g) Providing chicken-wire mesh at the interface of concrete & Brick surfaces before replastering.

- h) Making the plastered surface in plumb, without any undulations and defects such as cracks etc. Any cracks, damages, any part of work which sound hollow when tapped or found damaged or defective otherwise, shall be cut out in rectangular shape and redone as directed by Engineer-in-charge.
- i) The contractor should ensure that joint between old and new plastered surfaces are do not develop shrinkage cracks over time. The shrinkage cracks once appear and if left untreated will show on painted surfaces which will deteriorate the quality and appearance of construction and would call for more repair work. The contractor should therefore ensure proper curing of the new plaster as per the ready-mix plaster manufacturer's specifications. Contractor is also encouraged to come up with his/her ideas to prevent shrinkage cracks from appearing subject to approval by the Employer.
- j) Applying one or more coat(s) of primer on entire exterior surfaces as per specification.
- k) Applying two or more coat(s) of finish paints of SWA approved brand and quality as per specification.
- l) Supply and Installation of 32mm dia drainpipe/downtake pipe along with all fittings for AC condensate and RO reject water along each balcony of the towers and making connection of all AC condensate pipes from individual ACs and ROs to the down-take pipe
- m) Cleaning and repainting of the MS-handrails of the balconies, staircases, lobbies, corridors and other common areas.
- n) Cleaning and repainting of the external faces of the wooden windows (which are not accessible from the balconies) of towers.
- o) Repair of the cracks on the terrace and rooftop slab and sealing the grooves with polysulphide sealants.

3.4 Inclusions and Exclusions

- a) Areas to be covered
 - i) All exterior surfaces of the towers/buildings, balconies including ceiling and exterior walls, handrails, overhead water tanks, parapet walls, chhajjas, staircase mumty, lift machine room etc.
 - ii) Staircase area
 - iii) Rooftop/terrace
 - iv) Floor corridors (walls, beams, ceilings, columns etc.)
 - v) Stilt parking (columns, beams, ceilings etc.)
 - vi) Basement walls, columns, beams, ceiling etc.
 - vii) Boundary walls.



- b) Exclusions
 - i) Walls/Surfaces already finished/covered with stone claddings, tiling, wall papers and textured coatings
 - ii) Doors and Windows of dwelling units except those specified in section n) above.

3.5 Eligible bidders

- a) This Invitation for Bids is open to all eligible bidders.
- b) All bidders shall provide in FORM – 3: Form of Bid and FORM - 6: Qualification Information a statement that the Bidder is neither associated, nor has been associated, directly or indirectly, with the Governing Body Members of SWA, consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager or Engineer-In-Charge for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the works, and any of its affiliates, shall not be eligible to bid.

3.6 Qualification of the bidder

- a) All bidders shall include the following information and documents with their bids in, Qualification Information:
 - i) Duly signed & notarized copies of documents defining the constitution or legal status, place of registration, and principal place of business; Notarised Power of Attorney (POA) on non- judicial stamp-paper with Authority of Executants or Authorisation Letter (only accepted in case of a proprietary firm) of the signatory of the Bid to commit the Bidder.
Additional information as sought in the FORM - 6: Qualification Information about the bidder, Section-III shall also be provided:
 - ii) Work experience to demonstrate meeting the criteria stipulated in clause 3.7 below shall be provided in FORM - 6: Qualification Information, Past Work Experiences record, Section-III. The work experience shown shall be supported with the **Notarized copy** of Letter of Award / Work Order / Job Order with detailed Scheduled of Quantities & Prices (SOQP) / Priced BOQ & detailed Scope of executed Works. The bidders shall also necessarily submit notarized copy of the following documents to establish the successful completion of the awarded works:
 1. Bidders shall submit Notarized copy of successful completion certificate issued by the owner/employer (signed and stamped letters).
 2. In case Owner/employer issuing experience, certificate is non-government entity, the bidders shall also submit **Notarized copy of TDS certificate.**



The experience certificates furnished by the bidder shall be verified from the concerned employer before making the bid eligible. The Employer also reserves the right to visit physically work sites to verify quality of work. If Experience Certificate is found fake / forged, then Bid Security of the bidder shall be forfeited & all concerned authorities shall be informed for such fraudulent practices.

- iii) Information on financial criteria stipulated in clause 3.7 c) & **Error! Reference source not found.** shall be furnished in FORM - 6: Qualification Information, Section-III. Duly Notarized Printed Annual reports or financial statements of the Bidder, such as balance sheet, profit and loss statements and auditor's reports for the past four years (**ending FY 2020-21**) shall be submitted to ascertain bidder's meeting financial criteria.

3.7 Bidders' Qualification criteria

- a) Qualification will be based on Applicant's meeting all the following minimum pass/fail criteria regarding the Applicant's general experience, personnel and equipment capabilities and financial positions, as demonstrated by the applicant's responses in the forms attached to the letter of application (specified requirement for joint ventures are given under para 3.7 c), **Error! Reference source not found.** & f) below). Subcontractors experience and resources shall not be considered in determining the applicant's compliance with the qualifying criteria.

To qualify for more than one contract, the applicant must demonstrate having experience and resources sufficient to meet the aggregate of the qualification criteria for each contract given in paragraphs 3.7 l), m) and i) below.

- b) Base year and Escalation

The base year shall be taken as Current financial year i.e. 2024-25. Following enhancement factors will be used for the costs of works executed and the financial figure to a common base value for works completed in India.

Year	Financial Year	Multiplying factor
Base year of inviting Bid		
0	2024-2025	1.00
-1	2023-2024	1.10
-2	2022-2023	1.21
-3	2021-2022	1.33

Applicant should indicate actual figures of costs and amount for the works executed by them without accounting for the above-mentioned multiplication factors.



In case the financial figures and value of completed works are in foreign currency the above enhanced multiplying factors will not be applied. Instead, the current market exchange rate (State Bank of India BC Selling rate as on the last date of submission of the bid) will be applied for the purpose of conversion of the amount in foreign currency into Indian rupees.

c) General Experience

The Applicant shall meet with the following minimum criteria:

Eligible bidder shall be individual bidder or firm Joint Venture (J.V.) bidder.

J.V of Maximum three (3) partners shall be allowed:

i) Annual Turnover

- Annual turnover of any one of the last three financial years from current financial year, updated to the current financial year shall be not less than Rs 5.0 Crores (i.e. X)
- For arriving at updated value, turnover of any financial year shall be multiplied by the enhancement factor corresponding to that year. These enhancement factors shall be as given in 3.7 b) above. **For joint venture**, the lead partner must have updated annual turnover not less than **Rs. 2.55 Crores (51 % of X)** and remaining partner must have updated annual turnover not less than **Rs. 1.5 Crores (30% of X)** the Joint venture must collectively have updated annual turnover not less than **Rs. 6.0 Crores**.

- ii) Net Worth – The bidder shall have minimum Net worth of Rs 1.0 Crore in previous financial year. The Experience Certificate should be approved by C.A (Chartered Accountant). In case of J.V, the Net worth shall be as per the % age aggregating not less than Rs 1.0 Crores.

d) Successful experience

- i) Bidder must have satisfactorily completed as a **Prime Contractor** similar works during last three (3) years (28 days prior to the deadline for submission of Bid) should be either of the following:

At least one similar work having updated completion cost not less than Rs. 3.5 Crores.

OR

Three (03) similar completed works costing not less than **Rs. 2.0 Crores** each

OR

Two (02) similar completed works costing not less than **Rs. 3.0 Crores** each

- ii) Such Work must have been completed/ substantially completed (i.e. gross value of work done up to the last date of submission is 90% or more of the original contract price) within last 3 financial years I.e. from 01/01/22 till the due date of bid for the proposed work.



- iii) For updating completion cost of the work to the current financial year procedure narrated in 3.7 b) above and Appendix A - APPENDIX TO ITB, Sr. No.16 itself mutatis mutandis applies.
- iv) For Joint Venture, qualifying threshold amount of updated completion cost would be as mentioned here under:
 - Lead Member: Rs. 3.75 Crores (75% of amount mentioned in 3.7 **Error! Reference source not found.** i.e. 68.2% of amount put to tender)
 - Other Member: Rs. 2.55 Crores (51% of amount mentioned in 3.7 **Error! Reference source not found.** i.e. 46.6% of amount put to tender)

Similar nature of work is defined as:

“Similar Work” shall mean repair of damaged plasters and repainting of the exterior and interior surfaces of residential high-rise buildings/towers having minimum G+10 Storeys and minimum 1000 dwelling units (machine room and mumty shall not be counted as a storey) including finishing works, under a single work order.

- v) The works may have been executed by the applicant as prime contractor or as a member of a joint venture or as a nominated sub-contractor. As sub-contractor, he should have acquired the experience of execution of all major items of works under the proposed contract. In case a project has been executed by a joint venture, weight towards experience of the project would be given to each joint venture in proportion to their financial participation in the joint venture.
 - vi) Substantially completed works means those works which are at least 90% completed as on the date of submission (i.e. gross value of work done up to the last date of submission is 90% or more of the original contract price) and continuing satisfactorily.
 - vii) For these, a certificate from the employers shall be submitted along with the application incorporating clearly the name of the work, contract value, billing amount, date of commencement of works, satisfactory performance of the contractor and any other relevant information. (as attached in FORM - 6: Qualification Information)
 - viii) Bidder must submit FORM - 6: Qualification Information, as proof of work executed in last Seven (7) financial years. FORM - 6: Qualification Information must be signed by client.
- e) Experience should be in the name of the bidding company and not in subsidiary/ associate company etc. Experience as part of a Joint Venture or Consortium or Special Purpose Vehicles shall be considered in the capacity of their %age of share in the Project. Own works / work under the same management / own certification of the bidder shall not be considered for pre-qualification.



- f) Each of the JV (Prime Member or Other Member) shall fulfil each of the above criteria 3.7 **Error! Reference source not found.**, e) above except as specified according to the same.
- g) Each bidder must also produce with their Bid:
 - i) PAN No., GST Registration No., and EPF Registration No.
 - ii) A declaration that the information furnished with the bid documents is correct in all respects in FORM – 1: Letter Submitting Tender.
 - iii) Any other certificates as defined in the tender document.
- h) To qualify for Contract for which bids are invited in the Notice Inviting Tender, the bidder must demonstrate having work experience, financial capability and resources sufficient to meet the aggregate of the qualifying criteria. Failure to produce the certificates and documents in clauses a) and clause 3.7 c), **Error! Reference source not found.** & f) shall make the bid non- responsive.
- i) Joint ventures must comply with the following requirement:

Following are the minimum qualification requirements:

- i) The lead partner shall meet not less than 50 percent of all criteria given in clause 3.7 c) above
 - ii) The joint venture must collectively satisfy the criteria of clause 3.7 c) above. The experience of the other joint venture partners shall not be considered.
 - iii) Individually each member must satisfy the requirements of 3.7 o) & p) below.
 - j) Bid shall be signed to legally bind all partners, jointly and severally, and shall be submitted with a copy of the joint venture agreement providing the joint and several liabilities with respect to the contract.
 - k) Qualification of a joint venture does not necessarily qualify any of its partners individually or as a partner in any other joint venture. In case dissolution of a joint venture, each one of the constituent firms may qualify if they meet all the qualification requirements, subject to the written approval of the Employer.
 - l) Personnel capabilities
- Availability for his work of personnel with adequate experience as required, as per Schedule – G.
- m) Equipment Capabilities

Based on the studies carried out by the Engineer, the minimum suggested major equipment to attain the completion of works in accordance with the prescribed construction schedule are shown in the Schedule – E.2.

The bidders should, however, undertake their own studies and furnish with their bid, a detailed construction planning and methodology supported with layout and necessary drawings and calculations to allow the employer to review their proposals. The numbers, types and capacities of each plant/equipment shall be shown in the proposals along with the cycle time for each operation for the given production capacity to match the requirements.



n) Financial Position

- i) The Applicant should give undertaking that he has access to, or has available, liquid assets (aggregate of working capital, cash in hand and uncommitted bank guarantees) and / or credit facilities up to 45 % of the value of the contract / contracts applied. **i.e. Rs. 2.5 Crore.**
- ii) The audited balance sheets for the last five years should be submitted, which must demonstrate the soundness of the applicant's financial position, showing long – term profitability including an estimated financial projection for the next two years, if necessary, the employer will make inquiries with the applicant's bankers.
- iii) Bidder should have the positive Profit in last Three (3) Financials Year.

o) Litigation History

The Applicant should provide accurate information on any litigation or arbitration resulting from contracts completed or under execution by him over the last five years. A consistent history of awards against the Applicant or any partner of a joint venture may result in failure of the applicant.

p) Disqualification

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, declarations, and attachments submitted in proof of the qualification requirements; and/or
- ii) Participated in the previous bidding for the same work and had quoted abnormally high or low bid prices and could not furnish rational justification for it to the Employer.

3.8 One bid per bidder

Each bidder shall submit only one bid. One contractor cannot collaborate with more than one Paint manufacturing company and cannot submit multiple bids. A bidder who submits or participates in more than one bid, shall be disqualified.

Bid Capacity

The bidder must have **Available Bid Capacity (ABC)** more than the amount put to tender. $ABC = 2 * A * N - B$

Where,

A is the maximum of updated total amount of works executed in any one year of the last five financial years i.e., from 2020-21 to 2023-24.

N is the number of years prescribed for completion of the proposed work. i.e. for 4 months, $N = 0.33$ Years



B is the amount of the existing commitments and ongoing works to be discharged during time interval of N years from the bid due date.

For updating amount of works executed in any year, procedure narrated in clause 3.7 **Error! Reference source not found. Error! Reference source not found.** shall mutatis mutandis apply.

Existing commitments shall include all such works for which letters of acceptance of the tenders have been received by bidder till the date on which bidder has submitted his bid for the proposed work.

3.9 Cost of bidding

The Bidder shall bear all costs associated with the preparation and submission of his/ her Bid, and the Employer will, in no case, be responsible or liable for those costs, regardless of the outcome of the Bidding process.

3.10 Site Visit

The tenderers, in their own interest, should inspect and examine the site and its surroundings and satisfy themselves, before submitting their tender, with respect of the site conditions including but not restricted to the following which may influence or affect the work or cost thereof under the Contract:

- a) Site conditions including access to the site, existing and required roads and or means of transport/ communication for use by the main connection with the works.
- b) Requirement and availability of land and other facilities for their enabling works colonies, stores and workshops etc.
- c) Ground conditions including those bearing upon transportation, disposal, handling and storage of materials required for the work or obtained there from.
- d) Source and extent of availability of suitable materials including water, etc. and labour (skilled and un-skilled), required for work and Laws and Regulations governing the issues and employment.
- e) The type of equipment and facilities needed, preliminary, for and in the performance of the work; and
- f) All other information pertaining to and needed for the work including information as to the risks, contingencies and other circumstances which may influence or affect the work or the cost thereof under this contract.

Note:

The tenderers should note and bear in mind that the Employer shall bear no responsibility for the lack of acquaintance of the site and other conditions or any information relating here to, on their part. The consequences of the lack of any knowledge, as aforesaid, on the part of the tenderers shall be at their risk and cost and no charge so claims whatsoever consequent upon the lack of any information, knowledge or understanding shall be entertained or payable by the Employer.

B. Bidding documents and evaluation

3.11 Contents of bidding documents

Section I	Notice Inviting Tender
Section II	Instructions to Bidders (ITB) and Information for Bidders (IFB)
Section III	Bid Form, Qualification Information, ECS Mandate, Checklist and other Forms
Section IV	General Conditions of Contract (GCC) and Schedules
Schedule-A	Schedule of Quantities and Prices
Schedule-B	Issue of materials to the Contractor
Schedule-C	Schedule of Stage payment and Compensation for Delay
Schedule-D	Charges and Interests, DLC, variations
Schedule-E	Renovation Schedule & List of Key equipment
Schedule-F	Technical specifications & Project execution philosophy
Schedule-G	List of Key Personnel
Section V	Special Conditions of Contract (SCC) & Safety Manual
Section VI	Layout of RPS Savana

- a) The set of bidding documents comprises the documents listed below, and addenda issued in accordance with Clause 3.14 below of ITB.
- b) The bidder is expected to examine carefully all instructions, Forms, Schedules of Quantities and Price, qualification information and other Schedules, General and Special Conditions of Contract, specifications, 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 3.11 here of, bids, which are not substantially responsive to the requirements of the Bid Documents, shall be rejected.

3.12 Clarification of Bidding Documents and Pre-bid Meeting

- a) A prospective Bidder requiring any clarification of the bidding documents may notify to Tender Inviting Authority in writing or by e-mail at the address indicated in the Bidding Data. The Employer will respond to any request for clarification received earlier than seven (7) days prior to the deadline for submission of online bids. The Purchaser/Employer, then will issue interpretation(s) and clarification(s),

the bidder may submit his bid but within the time and date as specified in the Notice Inviting Tender of these instruction to bidders.

- b) Verbal clarification and information given by SWA or its employee(s) or its representative(s) shall not in any way be binding on purchaser.

3.13 Pre-bid meeting

- a) The bidder or his official representative is invited to attend a pre-bid meeting which will take place at the address, venue, time and date as indicated in Clause 2.2 above.
- b) The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- c) The bidder shall be required to submit any questions in writing or e-mail in prescribed format only (enclosed as FORM-14: For Bidders' Queries) to reach the Employer not later than 03 days before the meeting. Any additional queries shall be addressed during the pre-bid meeting.
- d) Minutes of the meeting, including the question raised (without identifying the source of enquiry) and the responses given will be published without delay on the Bid website i.e. www.savana-swa.org. Any modification of the bidding documents listed in clause 3.11 which may become necessary because of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to clause 3.14 and not through the minutes of the pre-bid meeting.
- e) Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

3.14 Amendment to Bidding Documents

- a) Before the deadline for submission of bids, the Employer may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding documents by issuing addenda.
- b) In case the Indicative Schedule of Quantities and Price (Schedule-A) is revised through corrigendum/addendum, in such a case submission of revised financial bid will become mandatory, and the financial bid submitted earlier (i.e. before corrigendum) will become invalid.
- c) Any addendum/corrigenda issued prior to submission of bids may be obtained from the office of SWA. All prospective bidders are presumed to have examined all amendments/corrigenda/clarifications published on the website and have submitted their bids accordingly.
- d) 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 3.22 below of ITB.

C. Preparation of bid documents

3.15 Language of Bid

All documents relating to the Bid shall be in English language.

3.16 Bid Prices

- a) The Contract shall be for the Whole Works, as described in clause 3.1 to 3.3 above of ITB, based on the Schedule of Quantities and Prices submitted by the Bidder.
- b) The bidders shall fill the cumulative/overall quantity against each line item and quote a Lumpsum price/amount for all items. The quoted price shall include the supply of materials, manpower, tools and tackles, scaffoldings, cradles, spiders, consumables, personal protective equipment, safety harnesses, insurance cost, freight charges, bidder's profit margins, statutory and regulatory compliance charges, royalties etc. No additional charges shall be entertained under any circumstances.

It is mandatory for all Bidders to provide tower-wise breakup of the quantum and price of work (item-wise) for all 27 towers as per Schedule-A along with bid offers. Bidder shall also provide the breakup of quantum of work and price for common areas like boundary walls and basement.

- c) Taxes and Duties
 - i) GST payable by the Contractor under the Contract, or for any other cause, as applicable 28 days prior to deadline for submission of Bid, shall be included in the price bid submitted by the Bidder and paid against production of taxable invoice as per the GST Act and Rules there under for claim towards GST/documentary evidence. If there is any variation in rate of GST after 28 days prior to bid submission date, the benefit shall be passed on to the Employer and any positive variation in the rate of, GST shall be reimbursed by the employer as per actual against documentary evidence. TDS, whenever statutorily required under any Tax Act/Rule shall be deducted and deposited and necessary certificate will be provided by the Employer
 - ii) Statutory variation in taxes & duties or levy of any new tax after 28 days prior to deadline for submission of bid shall not be paid, hence, the bidder shall keep this in mind while quoting their rates.
 - iii) GST has been implemented by the Government w.e.f. 01.07.2017. The Contractor, except for the surplus for the categories mentioned at Section 9(3) of GST Act, shall submit GSTIN and shall quote his prices in accordance with GST provisions after considering the benefit of Input Tax Credit etc. Undertaking in the prescribed format for passing on benefit of Input Tax Credit Act/ SGST Act shall be submitted along with bid.



- d) The rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 45 below of the Condition of Contract (Irrespective of the time limit and Bid Amount)

3.17 Currencies of Bid

The rate and the prices shall be quoted by the bidder entirely in Indian Rupees.

3.18 Bid Validity

- a) Bids shall remain valid for a period as mentioned in the NIT, after the last date of submission of bid.
- b) Under 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 or by e-mail or facsimile. 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 3.20 below of ITB in all respects.

3.19 Earnest Money Deposit (EMD)

- a) The Bidder shall furnish, as part of the Bid, Earnest Money, for the amount specified in the NIT in the form of Demand draft in favour of 'Savana Welfare Association, RPS Savana, Sector-88 Faridabad' payable at Faridabad. The information relating to particulars of the bidder's bank shall be submitted by the bidder along with the bid in the FORM-13: ECS at Section-III.
- b) Any bid not accompanied by an acceptable Earnest Money shall be rejected by the Employer as non-responsive bid.
- c) Earnest Money of bidders who are not qualified for opening of price bid shall be returned within 30 days after such notification. The Earnest Money of unsuccessful bidders will be returned within 30 days of notification of the award of Contract to the successful bidder.
- d) The Earnest Money of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security Deposit.
- e) The Earnest Money may be forfeited if:
- The Bidder withdraws or modify/ revise the bid in the interval between submission deadline and the expiration of the Bid validity; or
 - The Bidder adopts corrupt or fraudulent or collusive or coercive practice(s) or

- iii) In the case of a successful Bidder, if the Bidder fails within the specified time limit to:
1. Sign the Agreement; and/or
 2. Furnish the required Performance Security Deposit.

3.20 Alternative Proposals by Bidders

Bidder(s) shall submit offers that comply with the requirements of the bidding documents, including the Schedule of Quantities and Price, and the basic technical design as indicated in the specifications. Further, failure to furnish all information required by the Bid Document or submission of incomplete offers, conditional Bid and proposals containing deviations from the Bid Document shall be rejected as non-responsive.

D. Submission of Bids

3.21 Submission of Bids

The Bid shall be prepared and submitted in two parts as stated hereunder. Submission of the bids by any other means shall not be accepted by the Employer in any circumstances. Bids shall be submitted as per the schedule mentioned in the NIT.

Offline Submission:

- a) Cover - I:

This shall be named "Technical Bid". No bid price related information shall be mentioned in the Technical Bid. Technical Bid shall comprise of:

- i) Duly filled Letter of Tender (FORM – 1: Letter Submitting Tender, Section-III)
- ii) Online/Demand Draft against Cost of Tender Document of **Rs.5000/- (Rs. Five Thousand only)**
- iii) Demand Draft towards Bid Security/ EMD of **Rs.16,50,000/- (Rs. Sixteen Lakhs and fifty thousand only).**
- iv) Duly filled General Information (FORM – 2: , Section-III), and duly signed & Scanned copies of original documents defining the constitution or legal status, Memorandum of Understanding & Articles of Association, place of registration, and principal place of business.
- v) Duly filled FORM - 6: Qualification Information (Section-III), Details of past Work Experience along with Notarized Copy of Supporting Documents.
- vi) Duly filled FORM - 6: Qualification Information (Section-III), stating Annual turnover along with Notarized Copy of Supporting Documents.
- vii) Duly filled Letter of Bid (FORM – 3: Form of Bid, Section-III).
- viii) Duly filled FORM – 4: for appointment of specialised agency as sub-contractor along with MoU attached as Annexure-1 therein.
- ix) Duly filled Declaration of Ineligibility (FORM – 7: Form of Self-declaration , Section-III).



- x) Copy of PAN Card
 - xi) Copy of GST Registration Certificate
 - xii) Copy of EPF Registration Certificate and FORM-16 (1): Details of PF & ESI registration or FORM-16 (2): Undertaking
 - xiii) All other Forms as applicable for stage of the Bid enclosed in Section-III of the Bid document.
 - xiv) Checklist for Submission of Bid as per FORM-17: Checklist for Submission of Bid
- b) **Cover-II:** It shall be named “**Financial Bid or Price Bid**” and shall comprise of Schedule of Quantities and Prices (Schedule A & Schedule B). Financial Bid shall be submitted within due date & time as specified in Bidding Data. In case, if any cell is left blank and no rate is quoted against any of the item(s) by the bidder, rate of such item(s) shall be treated as "0" (Zero) and considered included in the cost of the Bid and no separate claim whatsoever will be entertained on this account.
- c) Submission of revised financial bid will be mandatory, in case the same is desired by Employer through corrigendum/addenda. In such a case the financial bid submitted earlier will become invalid.

3.22 Deadline for Submission of Bids

- a) Complete bids must be submitted at the address specified, by the date and time as stipulated in NIT / the Bidding Data.
- b) The Employer may, under exceptional circumstances and at its sole discretion, extend the deadline for submission of bids by issuing an amendment in accordance with clause 3.14 above of ITB, in which case all rights and obligations of the Employer and the bidders previously subject to the origin a lead line will then be subject to the new deadline.
- c) Any alteration/ modification in the Bid or additional information supplied subsequently to the Bid after period of bid submission, unless the same has been expressly sought for by the Employer, shall be disregarded.

3.23 Late Bids

Bids, if received by the Employer after the deadline for submission of Bids prescribed in Bid Documents, then it will be considered as 'Late Bid'. In such a case, the bid shall be considered as non-responsive and shall not be processed further for evaluation.

3.24 Modification and withdrawal of Bid

No Bid shall be withdrawn or modified/revised in the interval between the Bid submission deadline and the expiration of the Bid validity period specified in Bid Document. Withdrawal or modification of a Bid during this interval will result in the Bidder's forfeiture of its Bid security and further their Bid shall be considered non-responsive.

E. Bid opening and Evaluation

3.25 Bid Opening

- a) The Employer/ Authority inviting Tender will open the bids received (except those received late) in the presence of the bidders/bidders' authorised representatives who choose to attend at the time, date and place specified in the Bidding Data. The Bidders/ Bidder's representatives who are present shall sign a register evidencing their attendance.
- b) Cover-I i.e. Technical Bids shall be opened first.
- c) Cover-I i.e. Technical Bids shall be evaluated for establishing eligibility of the bidder as per clause 3.5 & a) above as well as techno-commercially responsiveness as per clause 3.27 of ITB, and a list will be drawn up of the responsive bids whose financial bids are eligible for consideration.
- d) The Cover-II i.e. financial bid of only of those Bidder(s), who are found to be meeting the eligibility criteria as well as techno-commercially responsive for the subject works shall be opened thereafter. The date of opening of the Financial Bid shall be notified separately to all the eligible & techno-commercial responsive Bidder. The Financial Bid shall be opened in presence of Bidder's representatives who wish to be present at the notified time and place.
- e) The Financial Bids of Bidder(s), who are not considered eligible and techno commercial responsive, shall not be opened and will be 'Archived' unopened. The decision of the Employer will be final and binding in this regard.
- f) The Employer at its discretion may open Technical and Financial Bid simultaneously and evaluate the Bid completely.
- g) The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with clause 3.25 d).

3.26 Process to be Confidential

Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidder(s) 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.

3.27 Examination of Bids and determination of responsiveness

- a) During the detailed evaluation of "Technical Bids", the Employer will determine whether each Bid:

- b) meets the eligibility criteria defined in clauses - 3.5, a) above;
- c) has been properly signed.
- d) is accompanied by the required securities; and
- e) is substantially responsive to the requirements of the bidding documents. However, verification of work experience certificate considered for qualification shall be carried out from the concerned Employer/client. 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 Schedule of Quantities and Prices, Technical Specifications and Drawings.
- f) A substantially responsive "Bid" is one which conforms to all the terms, conditions, and specifications of the bidding documents, without any deviation or reservation.
- g) If "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.
- h) During technical Bid evaluation, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid. The request for clarification and response shall be in writing or e-mail, however, no change in the price or substance of the Bid shall be sought, offered or permitted. Reply shall be submitted by Bidder within a stated reasonable period. If a Bidder does not provide clarifications of the information requested by the date and time set in the Employer's request for clarification, their Bids may be rejected.
- i) The Bidders are advised in their own interest to ensure that all the points brought out in the clauses 3.5, a) above & 3.21 above are complied with in their bid. During clarification, if bidder furnishes the additional work experience document other than the already submitted experience document with the bid, the same cannot be entertained.

3.28 Evaluation and Comparison of Bids

- a) The Employer will evaluate and compare the Cover II i.e. Financial Bid of bidders whose bids are determined to be substantially techno-commercially responsive in accordance with clause 3.27 above of ITB.
- b) The Package shall be evaluated as a whole, and the evaluation of the bids shall be done on total quoted prices.
- c) 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 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 3.32 below 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.

- d) Bidder(s), whose Earnest Money is forfeited because of non-submission of revised offer cannot be allowed to participate in the retendering process of the work.

F. Award of Contract

3.29 Award Criteria

Subject to clause 3.31 below of ITB, the Employer will award the Contract to the Bidder who has offered the lowest quoted price provided that such Bidder has been determined to be

- a) eligible in accordance with the provisions of Clause 3.5, a) above of ITB.
- b) determined substantive responsive and
- c) who has offered the lowest Evaluated Bid Price pursuant to clause 3.28 above.

3.30 Employer's Right to accept any Bid or Reject any or all Bids

Not with standing clause 3.29 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 there by incurring any liability to the affected bidder or bidders.

3.31 Notification of Award and Signing of Agreement.

- a) The bidder whose bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period through the "Letter of Acceptance", which will state the sum that the Employer will pay to the Contractor in consideration of the execution, completion by the Contractor as prescribed by the Contract.
- b) The notification of award will constitute the formation of the Contract until the Formal Agreement is signed pursuant to clause 3.31 c) below of ITB and further subject only to the furnishing of a performance security deposit in accordance with the provisions of clause 3.32 below of ITB. Within 30 days of date of issue of Letter of Acceptance, Contract Agreement shall be drawn with the successful bidder on prescribed Form.
- c) The Agreement will incorporate all agreements between the Employer and the successful bidder. It will be signed by the Employer and the success full bidder after the performance security deposit is furnished.

- d) The successful bidder shall execute an agreement (two set original) with SWA on non-judicial stamp paper of appropriate value as per stamp act. The language of the contract shall be English.
- e) The Contractor shall furnish free of charge **Two numbers of Original & four numbers** of true copies of the Contract to the Employer as mentioned in Bidding Data. The expense of stamp- papers, copying shall be borne by the successful bidder / contractor.

3.32 Performance Security Deposit

- a) Within 15 (Fifteen) days from the date of issue of the Letter of Acceptance (i.e. Letter of Award), the successful bidder shall deliver to the Employer, a Performance Security in accordance with Clause -3: Security deposit for performance of General Conditions of Contract valid till 60 days beyond the Defect Liability Period.
- b) If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued by a Nationalized/Scheduled Indian bank or
- c) Failure of the successful Bidder to comply with the requirements of clause 3.32 b) above shall constitute sufficient ground for cancellation of the award and forfeiture of the Earnest Money. He will also be debarred from participating in bids invited by the SWA for ten years.

3.33 Advance payment and security

The Employer will not provide any mobilisation Advance payment on the Contract Price as stipulated in the Conditions of Contract. However, a secured advance shall be considered.

3.34 Corrupt or Fraudulent or Collusive or Coercive Practices

The Employer requires the bidders /contractors under this contract observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the Employer:

- a) defines, for the purpose of the set provisions, the terms set forth below as follows:
 - i) **"Corrupt practice"** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - ii) **"Fraudulent practice"** means a misrepresentation/ omission of facts to influence a procurement process or the execution of a contract.
 - iii) **"Collusive practice"** means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser, designed to establish bid prices at artificial, noncompetitive levels; and
 - iv) **"Coercive practice"** means harming or threatening to harm, directly or indirectly, person or their property to influence their participation in a procurement process or affect the execution of a contract.



- v) An agreement called “Integrity Pact” between the prospective Bidders and the Purchaser shall be signed committing the person/officials of both the parties, not to exercise any corrupt influence on any aspect of the Tender/ Contract.
- b) A Bid may be rejected by the Employer if it is determined at any stage that the respective Bidder has engaged in corrupt or fraudulent or collusive or coercive practices in competing for the contract in question.
- c) The Employer will declare a Bidder in eligible, either indefinitely or for a stated period, to award a contract /contract if he at any time determines that the Bidder has engaged in corrupt or fraudulent or collusive or coercive practices in competing for, or in executing, the contract.

3.35 General

Bidder shall also intimate the names of persons who are working with him in any capacity who are near relatives to any official of the Employer. Any breach of this condition by the bidder/contractor would render him liable to be removed from this contract.

Appendix A - APPENDIX TO ITB

Clause reference with respect to Section - 1 Notice Inviting Tender, Section - 2 Brief details & critical dates of tender & Section - 3 Instructions to Bidders.

1.	The Name of the Employer is The President, Savana Welfare Association, RPS Savana	Clause 2.1 (9) Brief details of tender
2.	The last five years. Base year: 2024– 2025 2023– 2024 2022– 2023 2021– 2022 2020– 2021 2019– 2020	Clause 3.7 b) Base year and Escalation
3.	This Annual Financial Turnover	Clause 3.7 c) Error! Reference source not found. Error! Reference source not found.
4.	Specifications of repair & plastering work	Schedule-A
5.	Specifications of external painting work	Schedule-A
6.	Liquid assets and / or availability of credit facilities is Rs 2.50 Crores	Clause 3.7n) Financial Position
7.	Price level of the financial year 2023-24	Clause 3.7b) Base year and Escalation
8.	The pre-bid meeting will take place at Office of Savana Welfare Association, RPS Savana, Sector-88, Faridabad	Clause 3.13 Pre-bid meeting
9.	The technical Bid will be opened at the Office of Savana Welfare Association, RPS Savana, Sector-88, Faridabad on 19.01.2025 by 15:00 hrs	Clause 2.2 Tender timelines
10.	Address of the Employer: Administration Office, Savana Welfare Association, JLL, Tower - T9, RPS Savana, Sector- 88, Faridabad, Haryana-121002	Clause 2.1 Brief details of tender
11.	The bid should be submitted latest by as stated on online NIT No. SWA/Civil Tender/2025/ 01 on 20.01.2025 by 17:00 hrs	Clause 2.2 Tender timelines
12.	The bid will be opened at Office of Savana Welfare Association, RPS Savana, Sector-88, Faridabad as stated on online NIT	Clause 2.2 Tender timelines
13.	The Bid Security Bank Draft in favor of “Savana Welfare Association Sector-88 Faridabad” payable at Faridabad	Clause 2.1 Brief details of tender
14.	Escalation factors (for the cost of works executed and financial figure to a common base value) for works completed	Clause 3.7b) Base year and Escalation



Savana Welfare Association

SWA Office, Temporary Club, Stilt Parking Area
Tower-09, RPS Savana, Sec-88, Faridabad (HR)

Registration No.:HR09-2017-02449

TENDER DOCUMENT

DOCUMENT NO.SWA-TR-0001
REV. A

SECTION – III: FORMS

LETTER SUBMITTING TENDER,
BID FORM,
BIDDERS' QUERY
QUALIFICATION INFORMATION,
SELF DECLARATION
CHECKLIST



FORM – 1: Letter Submitting Tender

To,
The President
Savana Welfare Association
Sector-88
Faridabad
Haryana

Subject: Bid Submission

Dear Sir's

With reference to tender invited by you for the Renovation Works of 27 residential buildings, base-ment, boundary walls and other common areas for M/S. Savana welfare Association, at Sector 88, Kheri Road, Faridabad we do hereby offer to execute the works under contract mentioned in the indicative schedule of quantities. We have examined the layout of the society, seen the site and read the articles of agreement, conditions of contract, specifications and special clause forming the part of schedule of quantities, power, water, material including storage and equipment availability, the transport and communication facilities, the availability and suitability of Site Fabrication Areas and all other factors and facilities and things whatsoever necessary or relevant to the formulation of the Bid and the performance of work. We agree to finish the whole of work within 15 months from the date of issue of LOI.

We have deposited the Earnest money of Rs -----/- (Rupees ----- only) by a cheque in favour of M/S. Savana welfare Association, Which amount does not to bear any interest. We do, hereby agree that you shall forfeit this sum in the event our tender is accepted, and we fail to execute the contract when called upon to do so.

We declare that all information furnished with the bid documents is correct in all respects.

Yours faithfully,

(Signed by an Authorized Officer of the Firm)

(Title of Officer)

(Name of Firm)



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(Date)

Name of partners of the Firm: _____

Name of our banker: _____

**Tender submitted on ----- January 2025 before __ pm at M/s Savana welfare Association,
Sector 88, Faridabad.**



FORM – 2: Information about Bidder

To,
The President
Savana Welfare Association
Sector-88, Faridabad

1.1	Bidder Name:	
1.2	Address of Registered Office:	 City_____ District _____ State _____ PIN/ZIP _____
1.3	Operation Address if different from above:	 City_____ District _____ State _____ PIN/ZIP _____
1.4	Telephone Number:	
1.5	Fax Number:	
1.6	Name & Mobile no. of Concerned person(s)	
1.7	E-mail address:	
1.8	Website:	
1.9	ISO Certification, if any	
1.0	GENERAL	
1.1	Income Tax PAN No. of the firm.	
1.2	Provident Fund Registration No. of the firm.	
1.3	ESI Registration No. of the firm	
1.4	GSTIN of the firm.	

To be signed by Authorised Person (Name, Designation and Signature) With the Office seal of the Company



FORM – 3: Form of Bid

Description of the Works:

BID

To :

Address :

1. We offer to execute the Works described above and remedy any defects therein in conformity with the conditions of Contract, specifications, Indicative Bill of Quantities and Addenda for the sum (s) of

(-----)

2. We undertake, if our Bid is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Employer’s notice to commence, and to complete the whole of the Works in the Contact within the time stated in the document.
3. We agree to abide by this Bid for the period of 120 Days from the date fixed for receiving the same, and it shall remain binding upon it and may be accepted at any time before the expiration of that period.
4. Unless and until a formal Agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
5. We understand that you are not bound to accept the lowest or any Bid you may receive.
6. I/We are neither associated, nor has been associated, directly or indirectly, with the Governing Body Members of SWA, consultant or any other entity that has prepared the



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Contract document, Specifications and Indicative BOQ, and other documents for the Project or being proposed as Project Manager for the Contract.

Dated this _____ day of 20_____

Signature _____ in the capacity of

_____ duly authorized to sign bids for and on behalf of

(Name in block capitals or typed)

Address

Witness:

Address

Occupation



FORM – 4: Appointment of Subcontractor
Affidavit for appointing specialised agency (Subcontractor)

Date: __/__/__

Subject: Appointment of Specialised Agency for Works

Project: _____

We hereby produce Affidavit that, we are having our registered office at _____
_____, is willing to participate in the upcoming project of _____
_____.

As per Pre-Qualification criteria clause, _____, we hereby submit this affidavit
and confirm that if our Techno-Commercial Bid is found successful and LOA/LOI is issued, we
shall submit MOU with prospective sub-contractor or manufacturer or authorised dealer who has
specific experience qualifying the clause _____ of the tender document before
agreement.

We understand that if we fail to submit such MOU within specified time as per the Affidavit and the
Tender documents, the Client has right to take appropriate action including forfeiting the EMD also.

Authorized Signatory

ANNEXURE-1

MOU

Memorandum of Understanding between bidder and nominated sub-contractor for Renovation
Works

This Memorandum of Understanding (MOU) made on Date _____ between
M/S _____ (Name of the bidder)
having their registered office at _____
_____ (hereinafter called the "Bidder") and Sub-contractor

_____ (Here after called
nominated sub-contractor) is a Bonafide experienced Civil Contractor or Manufacturer of
sound financial standing and reputation fulfilling the requirements, specifications and mandatory



and special conditions mentioned in tender document to take up the Work of Renovation works at RPS Savana, Sector 88, Faridabad.

Whereas Nominated Sub-contractor _____ (Name and address of Nominated sub-contractor) is a Bonafide Civil Works Contractor or Manufacturer of sound financial standing and reputation fulfilling the requirement to take up the Renovation works.

And whereas Bidder and Nominated sub-contractor having recognized their strengths of each other's unique position and having felt it necessary to enter this Memorandum of Understanding with the Nominated Sub-contractor having experience of Renovation Works as per standard and specification.

NOW THEREFORE THIS DEED WITNESSED AS UNDER:

Nominated sub-contractor (Name and address of nominated sub-contractor) i.e. the "Associates" for Renovation Works.

The "Bidder" and the Nominated sub-contractor shall fulfil the Mandatory Pre qualifications criteria and also submit the mandatory documents as per Pre-Qualification criteria.

This Memorandum of Understanding should not be construed as deed of partnership and shall be governed by applicable laws in India.

Dated this:

For

For

(Name and address of Bidder)

(Name and address of Nominated Subcontractor)

Position:

Position:



FORM – 5: Availability of Credit Facilities
(Sample format for evidence of access to or availability of credit facilities)

BANK CERTIFICATE

This is to certify that M/s _____ is a reputed company with a good financial standing.

If the contract for the work, namely _____ is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. _____ (in figures) _____ (in words) to meet their working capital requirements for executing the above during the contract period.

(Signature)

Name of Bank:

Senior Bank Manager:

Address of the Bank:



FORM - 6: Qualification Information

The information to be filled in by the Bidder in the following pages will be used for the purpose of post qualification as provided for in the Instruction to Bidders. This information will not be incorporated in the Contract.

- 1. For Individual Bidders and JV Bidders for each partner of JV must submit legal status and constitutional form as JV form.

- 1.1 Constitution or legal status of Bidder(Attach Copy)

Place of registration: _____

Principal place of business: _____

Power of attorney of signatory of Bid (Attach a copy)

- 1.2 Total value of Civil engineering construction works performed in the last seven years (in Rs. Lakhs)

2022-2023: _____

2021-2022: _____

2020-2021: _____

2019-2020: _____

2018-2019: _____

2017-2018: _____

2016-2017: _____

- 1.3 Work performed as prime contractor, work performed in the past as a nominated sub- contractor will also be considered the sub-contract involved execution of all main items of work described in the bid documents, provided further that all other qualification criteria are satisfied (in the same name) on works of a similar nature over the last seven years** and in current year before the submission of the bid.

Project Name	Name of the Employer	Description of work	Contract No.	Value of contract (Rs. Crore)	Date of issue of work order	Stipulated period of completion	Actual date of completion*	Remark explaining reasons for delay & work completed



*Attach certificate(s) from the Client

** Immediately preceding the financial year in which bids are received.

1.4 Quantities of work executed as prime contractor, work performed, in the past as a nominated sub-contractor, will also be considered provided the sub-contract involved execution of all main items of work described in the bid document, provided, further that all other qualification criteria are called (in the same name and style) in the last seven years** and in current year before the submission of the bid.

Year	Name of the work	Name of the Employer	Quantity of work performed (Cum/Sqm)				Remarks* (indicate contract Ref)
			Plaster works with Waterproofing	Painting	AC Piping	Misc. Work	
16 - 17							
17 -18							
18 -19							
20 -21							
21 -22							
22 -23							
23 -24							

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

a) Existing commitments and on-going works:

Description of works	Place & State	Contract No.	Name & Address of Employer	Value of Contract in Rs. (Cr)	Stipulated Period of completion	Value of Works* remaining to be Completed in Rs (Cr.)	Anticipated date of completion
1	2	3	4	5	6	7	8

*Attach certificate (s) from the Engineer(s) in-charge

** Immediately preceding the financial year in which bids are received.



1.6 Availability of key items of Contractors Equipment for carrying out the works (Ref. Schedule E.2). The Bidder should list all the information requested below.

Item of Equip-ment	Requirement		Availability Proposals			Remarks (From whom to be purchased)
	NO	Capacity	Owned/ Leased to be procured	Nos/. Ca-pacity	Age/ Condi-tions	

1.7 Qualifications and experience of key personnel required for administration and execution of the contract. Attach biographical data. Refer Schedule-G of the Tender document.

Position	Name	Qualification	Year of Experience (General)	Year of experience in the proposed position
Project Manager				
Etc.				



Savana Welfare Association

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- 1.8 Declaration: I/We are neither associated, nor has been associated, directly or indirectly, with the Governing Body Members of SWA, consultant or any other entity that has prepared the Contract document, Specifications and Indicative BOQ, and other documents for the Project or being proposed as Project Manager for the Contract.



FORM – 7: Form of Self-declaration
(To be furnished on Company's Letterhead)

Bidder's declaration as furnished herein shall supersede the stipulations mentioned elsewhere in their bid.

I/ We, M/s (Name of Bidder) hereby certify that:

- i) I/we have not been banned/de-listed/blacklisted/debarred from business on the grounds of malpractices / fraudulent practices / fake certificates / poor performance of works etc and other illustrations as per FORM – 8: Annexure to Form-7.
- ii) We confirm that we are not involved in any Litigation / Arbitration.
(or)
We confirm that the current Litigation / Arbitration, in which bidder is involved will not have any impact in work being tendered or in entering contract during the validity of offer and performing the contract till all the contractual obligations under contract are performed.
(Note: In case Bidder(s) affirms that present litigations/ arbitrations have impact on their obligations to perform the Contract or doesn't provide the affirmation as above, their bids shall be rejected.)
- iii) Confirm that Bidder is not under Liquidation, court receivership or similar proceedings.
- iv) We confirm that the content of the Bidding Document including schedule of rates/ prices and Corrigendum / Addendum (if any) have not been altered or modified.

(Seal & Signature of the Bidder)



FORM – 8: Annexure to Form-7

Grounds on which Banning of Business Dealings can be initiated

- i) If the security consideration, including questions of loyalty of the Agency to SWA so warrants.
- ii) If the director /owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during the last five years.
- iii) If the Agency has resorted to Corrupt, Fraudulent, Collusive, Coercive practices including misrepresentation of facts and violation of the any provisions of the Integrity Pact provided in the Contract.
- iv) If the Agency uses intimidation / threatening or brings undue outside pressure on SWA or its official for acceptance / performances of the job under the contract.
- v) If the Agency misuses the premises or facilities of SWA, forcefully occupies or damages the SWA's properties including land, water resources, forests / trees or tampers with documents/records etc.
- vi) If the Agency does not fulfil the obligations as required under the Contract and Violates terms & conditions of the contract which has serious affect for continuation of the Contract.
- vii) If the work awarded to the agency has been terminated by SWA due to poor performance of the contract in the preceding 5 years.
- viii) If the Central Vigilance Commission, Central Bureau of Investigation or any other Central Government investigation Agency recommends such a course in respect of a case under investigation or improper conduct on agency's part in matters relating to the Company (SWA) or even otherwise.
- ix) On any other ground upon which business dealings with the Agency is not in the public interest.
- x) If business dealings with the Agency have been banned by the State Government/ Any Ministry of Government of India OR any PSU/ any other authority if intimated to SWA or available on Government/ Website, the business dealing with such agencies shall be banned with immediate effect for future business dealing except banning under Integrity Pact without any further investigation.



Notary Public

FORM – 9: Indemnity Bond

(To be executed on a Non-judicial Stamp paper of the requisite value as per Stamp Duty prevalent in the Haryana State)

This Indemnity Bond executed by <name of Bidder> having their Registered Office at in favour of M/s Savana Welfare Association, Sector-88, Faridabad, Haryana-121002 a Society registered under the Haryana Registration and Regulation of Societies Act, 2012 (Haryana Act No. 1 of 2012)., having its Registered Office at RPS Savana, Sector 88, Faridabad, Haryana-121002 (Hereinafter referred to as the Society).

And whereas the Society has entered a Contract with M/s, the executants of this Deed (hereinafter referred to as the Bidder) as its Bidder in respect of work

AND WHEREAS under the provisions of GCC further stipulates that the Bidder shall indemnify the Society against all claims of whatever nature arising during execution of Contract including defects liability period of 96 months i.e. till

Now this deed witness that in case the Society is made liable by any Authority including Court to pay any claim or compensation etc. in respect of all labourers or other matters at any stage under or relating to the Contract with the Bidder, the Bidder hereby covenants and agrees with the Society that they shall indemnify and reimburse the Society to the extent of such payments and for any fee, including litigation charges, lawyers' fees, etc, penalty or damages claimed against the Society by reason of the Bidder falling to comply with Central/States Laws, Rules etc, or his failure to comply with Contract (including all expenses and charges incurred by the Society).

The Bidder further indemnifies the Society for the amount which the Society may be liable to pay by way of penalty for not making deductions from the Bills of the Bidder towards such amount and depositing the same in the Government Treasury.

The Bidder further agree that the Society shall be entitled to withhold and adjust the Security Deposit and/or withhold and adjust payment of Bills of Bidder pertaining to this Contract against any payment which the Society has made or is required to make for which the Bidder is liable under the Contract and that such amount can be withheld, adjusted by the Society till satisfactory and final settlement of all pending matters and the Bidder hereby gives his consent for the same.

The Bidder further agrees that the terms of indemnity shall survive the termination or completion of this contract.

The Bidder further agrees that the liability of the Bidder shall be extended on actual basis notwithstanding in respect of:

- a) breach of terms of contract by the Bidder
- b) breach of laws by the Bidder



- c) breach of Intellectual property rights by the Bidder
- d) breach of confidentiality by the Bidder
- e) all liabilities to other persons, including employees or agents of Bidder or Employer or any third party for bodily injury, damage to property or other loss which may arise out of or in consequence of the execution or completion of Works and against all costs charges and expenses that may be occasioned to Bidder by the claims of such person.

Nothing contained in this deed, shall be construed as absolving or limiting the liability of the Bidder under said Contract between the Society and the Bidder. That this Indemnity Bond is irrevocable, and the condition of the bond is that the Bidder shall duly and punctually comply with the terms and the conditions of this deed and contractual provisions to the satisfaction of the Society.

In witness where of M/s these presents on the day, month and year first, above written at by the hand of its signatory Mr/ Ms.....

Signed for and on behalf of M/s

(Authorised Signatory)

Witness:



FORM -10: Undertaking for GST Act/Rules

**Undertaking by Bidder towards Anti – profiteering Clause of GST Act/Rules
(To be submitted on letter head)**

To

M/s Savana Welfare Association, Sector 88, Faridabad

Sub.: Tender No.

Dear Sir,

We, M/s **(Name of Bidder)** have submitted bid dated for the aforesaid tender.

Section 171 of CGST Act/ SGST Act stipulates that it is mandatory to pass on the benefits of reduction in rate of tax on supply of Goods or Services or availability of Input Tax credit, by way of commensurate reduction in prices.

Accordingly, it is certified that we duly considered the impact of Input Tax Credit available on supply in the GST regime, in our quoted prices. Further, any benefit of ITC if available to the bidder shall be passed on to the Employer.

Further, we hereby confirm that our quoted prices are duly considering maximum possible benefit available and follow the aforesaid Section 171 of CGST Act/ IGST Act.

Further if any refund on account of GST is received from the Government in future by the Contractor/ Supplier under any GST refund/Exemption or Subsidy Scheme, the same shall be passed on to Employer.

In case this declaration is found faulty in any manner, we shall be fully responsible for the consequential effect including making good of any losses of interest etc. to M/s SWA.

We understate that we have read and fully understand the clauses mentioned in “Annexure to Form-10: Tax compliance clauses related to GST” below and agree to abide by the clauses mentioned therein.

Date:

(Signature of Authorized Signatory of Bidder)

Place:

Name:

Designate

Annexure to Form-10: Tax Compliance Clauses Related to GST

- i) Contractor shall submit documents related to GST Registration such as GST Registration certificate/certificates active as on date of participation in the tender.
- ii) If Contractor is having multiple GST registrations, should intimate the Employer from which GSTIN invoices will be preferred.
- iii) The contractor will file all required Returns, deposit taxes and details required to be submitted under GST laws & rules as per due dates prescribed. The employer reserves a right to review the contractors’ records to ensure that they are GST compliant.



- iv) Contractor shall intimate the company about applicability of e-invoicing, SAC /HSN codes for the goods /services supplied by him along with the applicable GST rate as on date of participation in tender.
- v) Contractor shall ensure timely submission of **Invoice(s)/ Bill of Supply/Receipt Voucher or any other document** as per rules/ regulations of GST Act with all required supporting document(s) within a period specified in Contracts/ LOA.
- vi) All necessary adjustment vouchers such as Credit Notes / Debit Notes for any short/excess supplies or revision in prices or for any other reason under the Contract shall be submitted to the Employer as per GST Act provisions.
- vii) Contractor would promptly pay GST for the supplies made to the Employer and would upload returns within the prescribed time as per GST Act.
- viii) In the event of default on his part in payment of tax and submission / uploading of monthly returns, the Employer is well within its powers to withhold payments, especially the tax portion, until Contractor corrects the default /gets the shortcomings rectified at his own cost and / or complies with the requirements of GST Act and produces satisfactory evidence to that effect or upon invoice /debit note/credit note appearing in GSTR2A of the Employer on the GST portal.
- ix) In case of non-compliance in GST Law i.e., non-payment of taxes or non-filing of returns or any other reason not attributable to the Employer, GST amount shall be recoverable from Contractor along with interest levied/ leviable.
- x) In case the GST rating of Contractor on the GST portal / Govt. official website is negative / blacklisted, then the bids may be rejected by the Employer. Further, in case rating of bidder is negative / blacklisted after award of work for supply of goods / services, then the Employer shall not be obligated or liable to pay or reimburse GST to such Contractor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by the Employer.
- xi) The Employer reserves the right to suspend / cancel / terminate the contract in the event of frequent / multiple/ repeated defaults by the Contractor in complying with the requirements as per GST Law.



FORM-11: Compliance to Bid Requirement

Name of the Work: **Repair of external surfaces by plastering, internal & external painting & other ancillary works of Residential Towers, basement, boundary walls and other common areas at RPS Savana, Sector-88, Faridabad**

Bidding document number: **SWA/Civil Tender/2025/ 01**

1. We (*) hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other conditions of the Bidding Document and its Technical & Commercial Amendments, issued by SWA, the Employer.

2. We further hereby waive, withdraw and abandon any and all assumptions, deviations, variations, objections or reservations whatsoever hereto set out, given or indicated in our offer, clarifications, correspondence, communications, or otherwise with a view that the price bid and price implication (if any) submitted may be treated to conform to, in all respects, with the terms and conditions of the said Bidding Document including all Technical and Commercial Amendments.

3. The undersigned hereby authorize(s) and request (s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding any (our) competence and general reputation.

4. The Undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the Department/ Project implementing agency.

(Signed by an Authorized Officer of the Firm)

Title of Officer

Name of Firm

Company Seal



FORM-12: Bank Guarantee

BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

(To be executed on Non-Judicial Stamp Paper of Appropriate value)

Bank Guarantee No _____
Date_____

To,

[Employer's Name & Address]

Dear Sirs/ Madams,

In consideration of the ... *[Employer's Name]*..... (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s*[Contractor's Name]*..... with its Registered/Head Office at (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Employer's Letter of Acceptance No..... dated..... and the same having been acknowledged by the contractor, for -----*[Contract sum in figures and words]* for *[Name of the work]* and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to(*) of the said value of the aforesaid work under the Contract to the Employer.

We*[Name & Address of the Bank]*having its Head Office at.....(hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor to the extent of(*)..... as aforesaid at any time upto(@) *[days/month/year]* without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantees herein contained shall continue to be enforceable till the Employer discharges this guarantee or till (+) *[days/month/year]* whichever is earlier.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty, without



affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under the law would, but for this provision have the effect of relieving the Bank.

The Bank declares that this Bank Guarantee is issued by the Bank, Utilizing the credit limit of M/s(name of contractor) and also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Employer may have in relation to the Contractor's liabilities.

- xii) Our liability under this Bank Guarantee shall not exceed _____ (*)_____.
- xiii) This Bank Guarantee shall be valid up to _____ (+)_____.
- xiv) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if Employer serves upon Bank a written claim or demand on or before _____ @ _____.

Dated thisday of20_.....at.....

WITNESS

.....
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

.....
(Official Address)

.....
(Designation with Bank Stamp)/with staff
Authority No.)

Complete Address of the Bank with Tele-Fax



NOTES:

1.
 - (*) This sum shall be Five percent (5 %) of the originally awarded contract price denominated in the types and proportions of currencies.
 - (@) This date will be 60days beyond the defect liability period as specified in the Contract.
 - (+) This date will be 60days beyond the defect liability period as specified in the Contract.
2. Bank Guarantee should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Bank, not more than six (6) months prior to execution / issuance of Bank Guarantee. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Bank guarantee should contain rubber stamp of the authorized signatory of the bank indicating the name, designation and signature/ power of attorney number as well as telephone/ fax numbers with full correspondence address of the Bank.

In case the same is issued by a first-class International Bank, the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Bank Guarantee. However, in such a case, the bank Guarantee shall be got confirmed through any Indian Scheduled/Nationalized Bank.
3. Bank Guarantee is required to be submitted directly to the Employer by the issuing bank (on behalf of Contractor) under registered post (A.D.). The Contractor can submit an advance copy of Bank Guarantee to the Employer (or his authorised representatives).
4. The issuing bank shall write the name of bank's controlling branch/ Head Office along with contact details like telephone/ fax and full correspondence address in order to get the confirmation of BG from that branch/ Head office, if so required.



FORM-13: ECS Mandate

**ECS
SWA, Sector-88, Faridabad**

**ELECTRONIC CLEARING SERVICE (CREDIT CLEARING) (PAYMENT TO PARTIES
THROUGH CREDIT CLEARING MECHANISM)**

No.:

1. BIDDER'S NAME:

Address :

E-mail address of bidder:
Contact Person(s) of the Bidder

2. PARTICULARS OF BANK ACCOUNT :

A. BANK NAME :

B. BRANCH NAME

Address :

Telephone No. :

C. IFSC code of the Bank :

(For payments through RTGS)

D. ACCOUNT TYPE :

(S.B. Account/Current Account or Cash
Credit with Code 10/11/13)

E. ACCOUNT NUMBER :

(As appearing on the Cheque Book)

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the Employer responsible.

Date:

(.....)
Signature of the Bidder



Savana Welfare Association

SWA Office, Temporary Club, Stilt Parking Area
Tower-09, RPS Savana, Sec-88, Faridabad (HR)
Registration No.: HR09-2017-02449

TENDER DOCUMENT

DOCUMENT NO.SWA-TR-0001
REV. A

BANK CERTIFICATION

Certified that the particulars furnished above are correct as per our records.

(Bank's Stamp)

Date:

(.....)

Signature of the Authorised
Official from the Bank



FORM-14: For Bidders' Queries

SL. NO	REFERENCE OF BIDDING DOCUMENT				BIDDER'S QUERY	SWA REPLY
	PART/ VOL.	PAGE NO.	CLAUS E NO.	SUBJECT		

NOTE: Bidder shall submit their queries as per cut-off date mentioned in ITB clause 3.13 above, after which SWA shall reserve the right not to entertain any queries.

Signature of Bidder : _____

Name of Bidder : _____

Company Seal : _____



FORM-15: Commercial Questionnaire

Bidder's reply/ confirmation as furnished in the Commercial Questionnaire (CQ) shall supersede the stipulations mentioned elsewhere in their bid.

SL. NO.	SWA'S QUERY	BIDDER'S REPLY/ CONFIRMATION
1.0	Confirm that your Bid is valid for 120 days from the due date of Bid.	
2.0	Confirm that Earnest Money Deposit (EMD) as per bid stipulations have been furnished along with bid.	
3.0	Confirm your compliance to total Scope of Work mentioned in the Bidding Document.	
4.0	Confirm that the following documents are uploaded/submitted with Part-II:	
a)	All documents as per CHECK LIST.	
b)	Master Index as issued is submitted, duly signed, in unpriced part.	
c)	Compliance letter for Addendum / Amendments as a token of acceptance (Applicable, if issued).	
5.0	Confirm your compliance to critical stipulations of Bidding Document as mentioned in ITB	
6.0	Schedule of Rates/Price	
a)	Confirm that the Price Part of e-Bid as per Schedule of Rates/Price format enclosed with Bidding Document has been duly filled in for each item and uploaded at the designated place of the tender website.	
b)	Confirm that the quoted price is for complete scope of work, supply of all material, labour, consumables etc. as applicable as per the Scope of Work.	
7.0	Confirm that you have studied complete Bidding Document, and your Bid is in accordance with the requirements of the Bidding Document.	
8.0	Confirm your acceptance for 'Scope of Supply' mentioned in the Bidding Document and confirm that all materials shall be supplied as per Standards and Specification.	
9.0	Confirm your acceptance for Time Schedule as mentioned in Bidding Document.	



10.0	Confirm that your quoted price includes all taxes, duties, levies and cess etc. except "Goods and Services Tax" in accordance with the provision of SCC.	
11.0	Confirm that your quoted price includes all types of insurance as per the provisions of Bidding document.	
12.0	Confirm that all costs resulting from safe execution of Work, such as safety induction or any other safety measures to be undertaken by the Contractor for execution of work are included in the quoted rates.	
13.0	Confirm your compliance to the Key Construction Equipment and Manpower, Qualification & Experience requirement of Key personnel to be deployed as per the provisions of Bidding document.	
14.0	Confirm that you shall deploy adequate project/site organisation with qualified supervisory personnel having requisite experience including personnel responsible for safety, planning, stores, QA/QC etc.	
15.0	Confirm that while submitting your price, you have taken consideration of scope of supplies, scope of work and technical requirement mentioned in Bidding Document.	

Signature of Bidder : _____

Name of Bidder : _____

Company Seal : _____



FORM-16 (1): Details of PF & ESI registration

Bidder to furnish details of Provident Fund & ESI Registration:

PF REGISTRATION NO. :

DISTRICT & STATE :

ESI REGISTRATION NO. :

DISTRICT & STATE :

We hereby confirm that the above PF & ESI Account is under operation presently and shall be used for all PF & ESI related activities for the personnel(s) engaged by us in the present work (if awarded to us).

Signature of Bidder : _____

Name of Bidder : _____

Company Seal : _____



FORM-16 (2): Undertaking

In case our establishment falls under the purview of PF & ESI Act during the execution of Contract, we shall get our establishment registered under PF & ESI and shall be solely responsible to fulfil the obligation of PF & ESI at no extra cost to SWA (the Employer).

Signature of Bidder : _____

Name of Bidder : _____

Company Seal : _____

NOTE: To be signed by the authorised signatory and submitted along with Techno- commercial-part.



FORM-17: Checklist for Submission of Bid

Bidder is requested to fill this check list and ensure that all details/documents have been furnished as called for in the Bidding Document.

Please tick the box and ensure compliance:

1. Part-I-Earnest money deposit/Bid security

Sl. No	Documents	Submitted (Y = Yes/N = No)
1	Earnest money in accordance with Clause 3.19 of ITB	

2 Part-II-Technical Bid (Clause 3.21 of ITB)

Sl. No	Documents	Submitted (Y = Yes/N = No)
1	Master Index / Table of Contents of the Bidding Document; Compliance Letter for Addendum/ Amendment, if any, duly signed, has been submitted along with offer	
2	Copy of Power of Attorney in favour of person (s) digitally signing the bid that such person (s) is/are authorised to sign the bid on behalf of the bidder and any consequence resulting due to such signing shall be binding on the bidder.	
3	In case of bids submitted by a JV, if permitted in BDS, shall include a copy of the Joint Venture Agreement entered by all members	
4	Bid Form as per FORM – 3: Form of Bid	
5	Information about Bidder in accordance with FORM – 2: Information about Bidder	
6	All Documents pertaining to Financial Criteria as specified in the bidding document.	
7	Experience along with details and supporting documentation as called for in the Bidder qualification criteria (Clause 3.7) along with duly filled in FORM - 6: Qualification Information.	
8	Copies of documents defining constitution or legal status, place of registration and principal place of business of the Company	



9	Compliance to Bid requirement as per FORM-11: Compliance to Bid Requirement	
10	Self-Declaration as per FORM – 7: Form of Self-declaration	
11	Bank Mandate Form duly signed and stamped with the Banker's certification as per FORM-13: ECS Mandate	
12	Unpriced copy (without price) of Schedule of Rates/Prices	
13	Commercial Questionnaire as per FORM-15: Commercial Questionnaire	
14	Declaration regarding PF & ESI as per FORM-16 (1): Details of PF & ESI registration or FORM-16 (2): Undertaking	

3 Part-III-Price Bid (Clause 3.21 of ITB)

Sl. No	Documents	Submitted (Y = Yes/N = No)
1	Schedule of Prices with rates/ prices filled in as per Format in Schedule-A.	

To be signed by the Authorised Official (Name, Designation and Signature) Office Seal of the Company

Signature of Bidder : _____

Designation : _____

Name of Bidder : _____

Company Seal : _____



Savana Welfare Association

SWA Office, Temporary Club, Stilt Parking Area
Tower-09, RPS Savana, Sec-88, Faridabad (HR)
Registration No.: HR09-2017-02449

TENDER DOCUMENT

DOCUMENT NO.SWA-TR-0001
REV. A

SECTION – IV: GENERAL CONDITIONS OF CONTRACT (GCC)

GENERAL CONDITIONS OF CONTRACT (GCC)
SCHEDULES



1 Clause -1: Definitions

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

- 1.1 **Contract:** means the document forming the tender, acceptance thereof and the formal agreement executed between the SWA and the consortium of Contractor and/or J.V partners, together with documents referred to therein.
- 1.2 **Contract Price** means the lumpsum quoted/agreed price as included in the Letter of Acceptance / Letter of Award (LOA) by SWA.
- 1.3 **Contractor:** means the successful tenderer who is awarded contract to perform the work covered under these tender documents and shall be deemed to include the contractor's lawful successors, executors, representatives or assigns.
- 1.4 **Employer / the Society** means the Savana Welfare Association (SWA), registration number HR09-2017-02449 under Haryana Society Act having its office in the premises of RPS Savana, Sector-88, Kheri Road, Faridabad, PIN-121002, Haryana and includes therein SWA Governing Body / its representatives.
- 1.5 **Tender Drawings:** means the layout drawings referred to in the Specifications and/or appended with the tender document.
- 1.6 **Work-in-Charge: President (SWA) / Secretary (SWA)** to direct, supervise and oversee the works for the purpose of this contract.
- 1.7 **Letter of Award or Acceptance** means a letter from the Employer conveying the acceptance of the tender/offer subject to such reservations as may have been stated therein.
- 1.8 **Specifications:** means the CPWD (Central Public Works Department) Specifications and latest corrections for the Works included in the Contract and any modification thereof or addition thereto made under Schedule-F or submitted by the Contractor and approved by the Employer (or his authorised representatives).
- 1.9 **Sub-contractor:** means any person named in the Contract as a Subcontractor for a part of the Works or any person to whom a part of the Works has been subcontracted with the consent of the Employer and the legal successors in title to such person, but not any assignee of any such person.
- 1.10 **Cost:** means all expenditure properly incurred, whether on or off the Site, including overhead and other charges properly allocable thereto but does not include any allowance for profit.
- 1.11 **Time for completion** means the time for completing the execution of and passing the Tests on Completion of the Works as stated in the Contract (or as extended under clause 38 below calculated from the date of Letter of Acceptance.
- 1.12 **Works:** means the works to be executed (including Plant and machineries) and remedying of defect therein in accordance with the Contract.
- 1.13 **Contractor's Equipment or Construction Equipment or Equipment's** means all appliances and things of whatsoever nature (other than Temporary Works) required for the execution and completion of the Works, but does not include Plant, materials or other things intended to form or forming part of the Works.
- 1.14 **Site:** means the land and/or other places, on or through which the Works are to be executed including any other lands or places which may be allotted for the purpose of the Contract.



1.15 **Plant:** means machinery, apparatus and like intended to form or forming part of Works.

2 Clause -2: Interpretations

2.1 Words imparting the singular only shall also include the plural; he includes she and vice versa unless this is repugnant to the context. Unless specifically defined, words shall have normal meaning under the language of Contract.

2.2 Heading and marginal notes in these General Conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof of the Contract.

2.3 Any error in description, quantity or price in Bill of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from execution of the whole or any part of the Works comprised therein according to Specifications or from any of his obligations under the Contract.

2.4 Detailed specifications shall be followed in preference to small scale drawings (sketch drawings) and figured dimensions in preference to scaled dimensions. In the case of discrepancy between the Letter of acceptance issued by Employer, Special Conditions of Contract, Technical Specifications, General Conditions of Contract, the Tender Drawings and/or Bill of Quantities and other documents of Contract the following order of precedence shall prevail:

- a) Agreement.
- b) Letter of Acceptance.
- c) Special Conditions of Contract.
- d) General Conditions of Contract.
- e) Indicative Bill of Quantities.
- f) CPWD Specifications.
- g) Contractor's Bid.
- h) Layout Drawings.
- i) Any other document forming part of the Contract

3 Clause -3: Security deposit for performance

3.1 The Security Deposit shall comprise of following:

- a) Performance Security Deposit valid till Defect Liability Period to be furnished by the Contractor at the time of Award of Work.



- b) The Contractor within 15 (Fifteen) days from the date of issue of Letter of Acceptance, shall furnish a Performance Security Deposit of 5% (five percent) of the Contract Price including taxes as applicable. in any one of the following forms:
- c) Demand draft on any Nationalised/scheduled Bank of India in the name of Employer; or
- d) Bank Guarantee in favour of Employer. Employer reserves the right to verify the Bank Guarantee with issuing Bank.
- e) Retention money shall be deducted by the Employer from the interim bills of the Contractor @ 5% (Five percent) of the total value of each bill of the work done towards Security Deposit.
- f) If the Contractor expressly requests in writing, he will be permitted to convert the amount of Retention Money deducted from his interim bills into Bank Guarantee as per prescribed proforma.
- g) All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract or any other contract or on any other account whatsoever, may be deducted from Security Deposit. Also, in the event of the contractor's Security Deposit being reduced by reasons of such deductions or increase in contract value, as aforesaid, the Contractor shall, within 14 days of receipt of notice of demand from the Employer, make good the deficit in Security Deposit.
- h) Should there arise any occasion under the Contract due to which the periods of validities of Bank Guarantees as may have been furnished by the Contractor from time to time, are required to be extended/renewed, the Contractor shall get the validity periods of such guarantees extended/renewed, and furnish these to the Employer one month before the expiry date of the aforesaid Guarantees originally furnished failing which the existing Bank Guarantees shall be invoked by the Employer. Also, in case of any deficit in securities on any account as might occur or is noticed, the Contractor shall forthwith recoup/replace the same with acceptable Security Deposit.
- i) Bank Guarantees as aforesaid shall be valid till 60 days beyond the date of expiry of Defects Liability Period under the Contract clause 42 below. The Bank Guarantee for the additional performance security shall be valid up to Time for Completion of the work under the scope of the contract.

4 Clause - 4: Refund of security deposit

The Security Deposit less any amount due shall, on demand, be returned to the contractor after 30 days of expiry of Defects Liability Period for Security Deposit as per clause 3.1 above. Additional Security Deposit for front loading shall be refunded within 30 days of completion of works. No interest on the amount of Security Deposit (including for the additional security for the front-loaded bid) shall be paid to the Contractor at the time of release of Security Deposit.

5 Clause-5: Sufficiency of Tender

5.1 The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Tender and of the rates and prices stated in the **Schedule-A: Indicative Schedule of Quantities and Prices** all of which shall, except insofar as it is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution and completion of the Works and the remedying of any defects therein.

5.2 If, however, during the execution of the Works the Contractor encounters on ground physical obstructions or physical conditions, other than climatic conditions on the Site, which obstructions or conditions were, in his opinion, not foreseeable by an experienced Contractor, the Contractor shall forthwith give notice thereof to the Employer. Physical obstruction or conditions shall mean physical ground conditions existing at site and does not include man-made conditions as well as climate conditions. On receipt of such notice, the Employer shall, if in his opinion such obstructions or conditions could not have been reasonably foreseen by an experienced contractor shall determine any extension of time to which the Contractor is entitled to under clause 38.2 below. Such determination shall take account of any instruction which the Employer may issue to the Contractor in connection therewith, and any proper and reasonable measures acceptable to the Employer which the Contractor may take in the absence of specific instructions from the Employer.

6 Clause -6: Contract documents

6.1 One copy of Contract shall be kept by the contractor on the Site in good order and the same shall at all reasonable times be available for inspection and use by the Employer, his representatives or by other Inspecting Persons / Officers.

6.2 None of these Documents shall be used by the Contractor for any purpose other than that of this contract.

7 Clause-7: Breakdown of lumpsum items

For the purposes of statements submitted in accordance with clause 44 below, the Contractor shall submit to the Employer, a breakdown for each of the lump sum items contained in the Tender. Such breakdowns shall be subject to the approval of the Employer.

8 Clause-8: Duties and powers of Employer's representative

8.1 The duties of the representative of the Employer are to watch and supervise the works and to test and examine any materials to be used or workmanship employed in connection with the works.

8.2 The Employer may, from time to time in writing, delegate to his representative any of the powers and authorities, vested in the Employer and shall furnish to the Contractor a copy of all such written delegation of powers and authorities. Any written instruction or written approval given by the representative of the Employer to the



contractor within the terms of such delegation shall bind the Contractor and the Employer as though it has been given by the Employer.

- 8.3 Failure of the representative of the Employer to disapprove any work or materials shall be without prejudice to the power of the Employer thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof. The Contractor shall, at his own expense, again carry out such works as directed by the Employer.
- 8.4 If the Contractor is dissatisfied with any decision of the representative of the Employer, he will be entitled to refer the matter to the Employer who shall thereupon confirm, reverse or vary such decision and the decision of the Employer in this regard shall be final and binding on the contractor.
- 8.5 Employer shall act in accordance with the Contract.

Any consultation that the Employer (or his authorised representatives) holds with the SWA Engineer-in-Charge in pursuant to the Contract shall be entirely an internal matter between the Employer (or his authorised representatives) and the SWA Engineer-in-Charge. The recommendations and determinations by the SWA Engineer-in-Charge (or his authorised representatives) are subject to review and finalization by the employer. The same shall not be subject to matter of reference either by the Contractor or any arbitral tribunal. The SWA Engineer-in-Charge (or his authorised representatives) shall obtain the specific approval of the Employer before acting under the following Sub-Clauses of GCC and these Conditions:

- a) consenting to the subletting of any part of the Works; under Clause -9: Assignment and Sub-letting.
- b) determining an extension of Time for Completion under Clause -39: Time for completion and extensions.
- c) evaluation of deviations under Clause -18: Deviations.
- d) determination of idling cost under GCC sub-clauses 5.2, 12.2, 15.4 & 34.1
- e) payment pursuant to subsequent legislation under 46.2 below of GCC.
- f) notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Employer (or his authorised representatives), an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Employer (or his authorised representatives), be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the Employer, with any such instruction of the Employer (or his authorised representatives).



9 Clause -9: Assignment and Sub-letting

The Contractor shall not sub-let/sub-contract, transfer or assign the whole or any part of the work under the Contract. Provided that the Employer may, at his discretion, approve and authorise the Contractor to sub-let any part of the Work, which, in his opinion, is not substantial, after the Contractor submits to him in writing (at least 21 days before the contractor intends to sublet part of the work) the details of the part of the work(s) or trade proposed to be sublet, the name of the sub-contractor thereof together with his past experience in the said work/trade and the form of the proposed sub-contract. Nevertheless, any such approval or authorisation by the Employer shall not relieve the Contractor from his any or all liabilities, obligations, duties and responsibilities under the Contract. The Contractor shall also be fully responsible to the Employer for all the acts and omissions of the sub-contractor, his employees and agents or persons directly employed by the Contractor. However, the employment of piece-rate workers and purchase of material shall not be construed as sub-letting. Request for sub- contracting shall contain the following:

- a) Contractor's certification regarding the financial soundness of the proposed Sub-contractor for the work.
- b) its scope and estimated value in relation to the Contract Price.
- c) experience of the Sub-contractor, in the related areas of work.
- d) the manpower, equipment, material and other resources available with the Sub-contractor for the work.
- e) domicile of the Sub-contractor and particulars of its other existing operations or contracts if any, in India.

10 Clause -10: Facilities to other contractors

10.1 The Contractor shall, in accordance with the requirements of the work as decided by the Employer, afford all reasonable facilities to other contractors engaged contemporaneously on the Contract and for departmental labour and labour of any other properly authorised authority or statutory body which may be employed at the site for execution of any work not included in the Contract or of any contract which the Employer may enter into in connection with or ancillary to the works. In all matters of conflict of interest, the Employer shall direct what compromise should be made, and his decision shall be final and binding on the parties.

10.2 If, however, pursuant to sub-clause 10.1 above the Contractor shall, on the written request of the Employer:

- a) make available to any such other contractor, or to the Employer or any such authority, any roads or ways the maintenance of which is the responsibility of the Contractor,
- b) permit the use, by any such, of temporary facilities or Contractor's Equipment on the Site, or
- c) provide any other service of whatsoever nature for any such,

The Employer shall determine the payment admissible to the Contractor at the cost of other contractors or Employer as the case may be.

11 Clause -11: Changes in constitution

Where the Contractor is a partnership firm, prior approval in writing of the Employer shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu undivided family business concern, such approval, as aforesaid, shall likewise be obtained before the Contractor enters any partnership firm which would have the right to carry out the work undertaken by the Contractor. If prior approval as aforesaid is not obtained, the Contract shall be deemed to have been assigned in contravention of clause 37 below, hereof and the same action will be taken, and the same consequences shall ensue as provided for in the said clause 37 below.

12 Clause -12: Possession and use of site

12.1.1 Save in so far as the Contract may prescribe:

- a) the extent of portions of the Site of which the Contractor is to be given possession from time to time,
- b) the order in which such portions shall be made available to the Contractor, and, subject to any requirement in the Contract as to the order in which the Works shall be executed, the Employer (or his authorised representatives) in charge will give to the Contractor possession of so much of the Site, and such access as in accordance with the Contract, is to be provided by the Employer (or his authorised representatives) as may be required to enable the Contractor to commence and proceed with the execution of the Works in accordance with the programme referred to in Clause -14: Commencement of work, if any, and otherwise in accordance with such reasonable proposals of the Contractor. The Employer (or his authorised representatives) will, from time to time as the Works proceed, give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with the execution of the Works in accordance with such programme or proposals.

12.2 If the Contractor suffers delay from failure on the part of the Employer (or his authorised representatives) in charge to give possession/work front in accordance with the terms of sub-clause 12.1 above, the Employer shall, determine any extension of time to which the Contractor is entitled under Clause -39: Time for completion and extensions. The contractor shall be responsible to arrange all facilities required for its manpower. However, stores for painting materials and other necessary equipment shall be arranged by the Employer in its premises.

12.3 The Contractor shall not interfere unnecessarily or improperly with:

- a) the convenience of the public, or,
- b) the access to and use and occupation of all roads and footpaths, irrespective of whether they are public or in the possession of the Employer (or his authorised representatives) in charge or of others.



- c) The Contractor shall indemnify and hold the Employer harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from any such unnecessary or improper interference.

12.4 The Contractor shall be deemed to have been satisfied as to the suitability and availability of access routes to the Site. These efforts shall include the proper use of appropriate vehicles and routes.

12.5 To transport the goods, unless otherwise stated:

- a) the Contractor shall give the Employer (or his authorised representatives) not less than 21 days' notice of the date on which any Plant or a major item of other Goods will be delivered to the Site,
- b) the Contractor shall be responsible for packing, loading, transporting, receiving unloading, storing and protecting all Goods and other things required for the Works, and
- c) the Contractor shall indemnify and hold the Employer harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from the transport of Goods and shall negotiate and pay all claims arising from their transport.

13 Clause -13: Advances and recovery thereof

13.1 Mobilisation Advance – No mobilisation advance shall be granted to the Contractor.

13.2 All running payments shall be regarded as payment by way of advance against final payment only and not as payment for the work completed till the date of final payment. The running payment made shall not preclude the liability of the Contractor to finally complete the work strictly in accordance with the specifications, if required by re- constructing faulty work.

13.3 Any other advance under any head shall not be granted in any case.

14 Clause -14: Commencement of work

14.1 The Contractor shall commence the Work(s) as mentioned in the Letter of Acceptance and shall proceed with the same with the expedition and without delay as may be expressly sanctioned or ordered by the Employer (or his authorised representatives)-in- charge. If the Contractor commits default in the commencement of work within 15 days of issue of Letter of Acceptance, the Employer shall without prejudice to any other right or remedy be at liberty to cancel the Contract and forfeit the earnest money/Performance Security.

14.2 The Contractor shall submit along with his tender, the renovation planning, phasing & sequence of renovation, time & progress chart within the framework of time stated in the Contract for completion of part of Works stipulated in Clause 2.2 Tender timelines of ITB. Contractor shall follow such an agreed planning & scheduling.



However, Contractor shall not be relieved from any of his duties, obligations or responsibilities under the Contract.

14.3 During the execution of Works, if it appears to the Employer (or his authorised representatives) in- charge, that actual progress of works does not conform to the programme consented by him Employer (or his authorised representatives)-in charge under sub-clause 14.2 above, the contractor shall produce a revised programme dealing modifications to such programme necessary for ensuring completion of works within Time for Completion.

14.4 The Contractor shall provide a detailed month-wise cash flow estimate at the beginning of each financial year duly revised at quarterly intervals if required so by the Employer (or his authorised representatives)- in – charge.

14.5 The submission to and consent by the Employer of such programmes or the provision of such general descriptions or cash flow estimates shall not relieve the Contractor of any of his duties or responsibilities under the Contract.

15 Clause -15: Works to be carried out in accordance with specifications and Orders etc:

15.1 The Contractor shall execute the Works in the most substantial and workmanlike manner and both as regards material and otherwise in every respect in strict conformity with the Specification. The Contractor shall also conform exactly, fully and faithfully to the designs, drawings, Specifications and instructions in writing in respect of the work, duly signed by the Employer issued from time to time. The Contractor shall take full responsibility for the adequacy of all the site operations and methods of renovation.

15.2 The Contractor shall be entitled to receive, the documents set forth herein during the performance of the Contract:

a) Layout plans 3 sets

15.3 The Contractor shall give notice with detailed explanation to the Employer, (at least 21 days in advance) whenever planning or execution of the Works is likely to be delayed or disrupted for any reason.

15.4 If, by reason of any failure or inability of the Employer to issue, within a time reasonable in all the circumstances, any drawing or instruction for which notice has been given by the Contractor in accordance with sub-clause 15.3 above, the Contractor suffers delay then the Employer shall, after approval of the Employer determine any extension of time to which the Contractor is entitled under Clause - 38 below.

16 Clause -16: Setting out of the works

16.1 The Employer shall establish/indicate the Benchmarks and convey the same in writing to Contractor immediately after Letter of Acceptance. Employer (or his authorised representatives) in-charge shall be responsible for correctness of such data / benchmarks conveyed to the Contractor.



16.2 The Contractor shall be responsible for the true and proper setting out of all the work (in relation to the afore mentioned Benchmarks) for the correctness of the location, grades, dimensions and alignment of all components of the work; and for the provisions of all instruments, appliances, materials and labour required in connection therewith. If at any time during the progress of Works, any error shall appear or arise in the location, grades, dimensions, or alignment of any part of the Works, the Contractor on being required to do so by the Employer shall, subject to sub-clause 16.1 above hereof, at his own expense, rectify such error to the satisfaction of the Employer.

16.3 The Contractor shall afford all reasonable facilities and assistance to the Employer for checking the setting out and lines and grades established by the Contractor. The checking of any setting out or of any line and grade by the Employer shall not in any way relieve the contractor of his responsibility for the correctness thereof.

17 Clause -17: Urgent works

Urgent works means any urgent measures, which in the opinion of the Employer, become necessary at the time of execution and/or during the progress of work to obviate any risk of accident or failure or to obviate any risk of damage to the structure, or required to accelerate the progress of work or which become necessary for security or for any other reason the Employer may deem expedient. If any urgent work (in respect whereof the decision of the Employer shall be final and binding) becomes necessary, the Contractor shall execute the same as may be directed.

18 Clause -18: Deviations

18.1 The Employer shall have powers to make any deviations in the original specifications of the works or any part thereof that are, in his opinion, necessary at the time of or during execution of the Works. For the aforesaid purpose or for any other reason, if it shall, in the opinion of the Employer, be desirable, he shall also have the powers to make Deviations, such as (i) Variations in specifications (ii) Extra items and, (iii) Alterations or Substitutions of any kind. No such Deviations in the Specifications, as aforesaid, shall in any way vitiate or invalidate the Contract and any such Deviations which the Contractor may be directed to do shall form integral part of the Contract as if originally provided therein and the Contractor shall carry out the same on the same terms & conditions in all respects on which he agreed to do the works under the contract.

18.2 Contractor shall commence additional work only after receipt of contract amendment. Employer is not responsible for payment of additional work in case the Contractor start execution of additional quantities basis of verbal commitment or understanding.

19 Clause -19: Contractor's supervision



19.1 The Contractor shall appoint at his own expense adequate number of Employees (or his authorised representative) with sufficient experience to supervise the Works as per Schedule G of the Contract.

The contractor or his authorized representatives present at the Site shall superintend the execution of the Works with such additional assistance in each trade, as the work involved shall require and considered reasonable by the Employer. Directions/instructions given by the Employer to the Contractor's authorized representatives shall be considered to have the same force as if these had been given to the Contractor himself.

19.2 The Contractor shall communicate in writing to the Employer, the name of the accredited representative(s) who would be responsible for taking instructions from the Employer.

20 Clause -20: Instructions and notices

20.1 Except as otherwise provided in this Contract, all notices to be given on behalf of the Employer and all other actions to be taken on its behalf may be given or taken by the Employer or any officer for the time being entrusted with the functions, duties and powers of the Employer.

20.2 All instructions, notices and communications etc. under the Contract shall be given in writing and any such oral orders/instructions given shall be confirmed in writing and no such communication which is not given or confirmed in writing shall be valid. Further, if the Employer (or his authorised representatives) in Charge or his representative gives an oral instruction and receives a written confirmation of the instruction from (or on behalf of) the Contractor within 2 working days after giving the instruction and Employer (or his authorised representatives) in Charge does not reply by issuing a written rejection and/or instruction within 10 working days after receiving the confirmation then the confirmation shall constitute the written instruction of the Work-in-Charge (or his authorised representatives) in Charge or authorized representative as the case may be.

20.3 Either Party may change a nominated address to another address by prior notice to the other Party.

20.4 The Employer shall communicate or confirm the instructions to the Contractor in respect of the execution of work in a `Work Site Order Book' maintained in the office of the Employer or his representative and the Contractor or his authorised representative shall confirm receipt of such instructions by signing the relevant entries in this book. If required by the Contractor, he shall be furnished a certified true copy of such instruction(s).

21 Clause -21: Construction equipment

21.1 The Contractor shall provide and install all necessary Construction Equipment required for the execution of the Works under the Contract, at his cost and shall use such methods and appliances for the purpose of all the operations connected with



the Work covered by the Contract which shall ensure the completion of Work(s) within the specified Time for Completion.

21.2 The tenderer shall submit as per Schedule-E.2, full details of Construction Equipment proposed to be deployed for the Work along with its planning schedule showing month wise phasing in accordance with the Construction schedule i.e. Schedule-E.1. The Schedule-F: Technical specifications and work methodology submitted by the tenderer should conform to the Construction Schedule i.e. Schedule-E.1.

The Contractor shall deploy Construction Equipment as per Schedule-E.2. Provided further that in case of slow rate of progress of Works, the Contractor shall supplement the Schedule-E.2 Equipment with additional Equipment to ensure completion of Works within Time for Completion at no extra cost to Employer.

21.3 The Contractor shall not remove Construction Equipment, except for purpose of removing it from one part of the Site to another, without written consent of the Employer (or his authorised representatives).

Provided always that any such approval of Construction Equipment schedule in sub-clause 21.2 above shall not absolve the Contractor of his obligations for due execution of the Works within the Time for Completion as per the Contract.

22 Clause -22: Patent rights

The Contractor shall indemnify the Employer, its representatives or its employees against any action, claim or proceedings relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or material, or part thereof included in the Contract. In the event of any claim being made or action being brought against the Employer or any agent, servant or employee of the Employer in respect of any such matters as aforesaid, the Contractor shall immediately be notified thereof. Provided that such indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by the Employer, but the Contractor shall pay any royalties or other charges payable in respect of any such use, the amount so paid being reimbursed to the Contractor only if the use was the result of any drawings and/or specifications issued after submission of the tender.

23 Clause -23: Materials

23.1 The Contractor shall at his own expense provide/arrange all materials required for the Bonafide use on Works under the Contract.

23.2 All materials to be provided by the Contractor shall be in conformity with the Specifications laid down in the Contract and the Contractor shall furnish from time-to-time proof and samples, at his cost, of the materials as may be specified by the Employer for his approval before use in the Works. The Employer shall also have powers to have such tests, in addition to those specified in the Contract, as may be required and the Contractor shall carry out the same. The cost of materials consumed in such tests and expenses incurred thereon shall be borne by the Contractor in all cases except when the materials are agreed to be issued by the



Employer under the Contract and also where such tests which are in addition to those provided in the Contract.

23.3 The Contractor shall maintain an account of receipt and use of materials brought by Contractor for use in the Society (the SWA, RPS Savana, Sector-88, Faridabad) in the works for the purpose of check and accounting and same shall be available for inspection of Employer (or his authorised representatives)-In- Charge.

The Employer or his representative shall be entitled at any time to inspect and examine any materials intended to be used in or on the works, either on the site or at factory or workshop or other place(s) where such materials are assembled, fabricated, manufactured, or at any place where these are lying or from where these are being obtained. For this purpose, the Contractor shall afford such facilities as may be required for such inspection and examination.

23.4 The Employer shall have full powers for removal of any or all materials brought to site by the Contractor, which are not in accordance with the Contract Specifications or samples, approved by him. Should the Contractor fail to remove the rejected materials, the Employer shall be at liberty to have them removed by other means at the Contractor's cost. The Employer shall have full power to procure other proper materials to be substituted at Contractor's costs.

23.5 Provisions contained hereinabove shall not in any way dilute the Contractor's liabilities under the Contract in any manner whatsoever.

24 Clause -24: Power supply

24.1 The power shall be made available by the Employer as required by the contractor for the Works.

25 Clause -25: Supply of water

The water shall be made available by the Employer as required by the contractor for the Works.

26 Clause -26: Watching and lighting

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

27 Clause -27: Work during nights or on Sundays and Holidays:

27.1 Subject to any provisions to the contrary contained in the Contract, the Contractor shall have the options to carry out the works continuously during night, Sunday or holidays, without any additional cost to Employer.

28 Clause -28: Site Drainage, protection of trees and prevention of nuisance



- 28.1 The Contractor shall, throughout the execution and completion of the Works and remedying of any defects therein have full regard for the safety of all persons entitled to be upon the Site and keep the Site (so far as the same is under his control) and the Works (so far as the same are not completed) in an orderly state appropriate to the avoidance of danger to such persons.
- 28.2 The Contractor shall endeavour to protect from damage, all the trees/green belt at the site of work or in the lands licensed to him for use under the contract. Where necessary, the contractor shall provide at his expense temporary fencing to protect such trees. No tree/green area shall be cut unless authorised by Employer in writing to do so.
- 28.3 The Contractor shall at no time, cause or permit any nuisance on the site or cause anything which shall cause unnecessary disturbance or inconvenience to the public in general and owners/tenants/occupants of adjacent properties.

29 Clause -29: Labour

- 29.1 The Contractor shall employ labour in sufficient numbers to maintain the required rate of progress and quality to ensure workmanship of the degree specified in the Contract. The Contractor shall not employ in connection with the works any person who has not completed eighteen years of age in terms of Child labour (Prohibition and Regulation) Act 1986. The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from the region of the project. Unskilled labour shall be recruited preferably from local region.
- 29.2 The Contractor shall furnish and deliver fortnightly to the Employer, a distribution return of the number and description by trades of the works of people employed on the works. The contractor shall also submit on the 4th and 19th of every month to the Employer (or his authorised representatives)-in-charge a true statement showing in respect of the second half of the preceding month and the first half of the current month.
- a) The accidents that occurred during the said fortnight showing the circumstances under which they happened, and the extent of damage and injury caused by them, and
- b) The number of female workers who have been allowed maternity benefit as provided in the Maternity Benefit Act, 1961 or Rules made there under.
- 29.3 The Contractor shall ensure to obtain the EPF code number from the concerned authorities before start of Works and will not engage any sub-contractor who does not possess EPF code number.
- 29.4 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 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 Principal Employer indemnified in case any action is taken against the Principal Employer by the competent authority on account of contravention by the Contractor of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Principal 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 Employer (or his authorised representatives)/ Principal Employer 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 Principal Employer.

The employees of the Contractor and his sub-contractor in no case shall be treated as the employees of the Principal Employer at any point of time. Salient features of some of the major labour laws that are applicable to construction industry are given below.

- a) Employee Compensation Act 1923 as amended: The Act provides for compensation in case of injury or death by accident arising out of and during employment.
- b) Payment of Gratuity Act 1972: Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years' service or more or on death or on retirement or superannuation at the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
- c) Employees PF and Miscellaneous Provision Act 1952 including FPS-71/EPS-95.

The Contractor is required to possess PF Code from the concerned Regional Provident Fund Commission. The benefits payable under the Act are:

- i) Pension or family pension on retirement or death, as appropriate
 - ii) Deposit linked insurance on the death in harness of the worker.
 - iii) Payment of PF accumulation on retirement/death etc.
- d) Maternity Benefit Act 1961 (Amended): The Act provides for leave and some other benefits to women employees.
 - e) Contract Labour (Regulation and Abolition) Act 1970 with Rules framed there under as amended: The Act provides for certain welfare measures and wages to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided by the Principal Employer by Law and recover the same from the Contractor from any amount/monies due to him. The principal employer is required to take Certificate of Registration, and the Contractor is required to take a License from the designated Officer. The Act is applicable to the establishments of the contractor if they employ 20 or more contractual labours.



- f) Minimum Wages Act 1948 (Amended): The Contractor is to pay not less than the Rate of Minimum Wages notified by the State Government as per provisions of the Act.
- g) Payment of Wages Act 1936 (Amended): It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- h) Equal Remuneration Act 1979: The Act provides for payment of equal wages for work of equal nature to male and female workers and not for making discrimination against Female employees in the matters of transfers, training and promotions etc.
- i) Payment of Bonus Act 1965 and any further amendments thereof: The Act is applicable to all establishments employing 20 or more workmen. The Act provides for payments of annual bonus subject to a minimum of 8.33 % of wages and maximum of 20 % of wages to employees drawing Rs. 21,000/- P.M. or less. The bonus to be paid to employees getting Rs. 7,000/- P.M. or above up to Rs. 21,000/- P.M. shall be worked out by taking wages as Rs. 7,000/- P.M. only. All amounts of Bonus are required to be paid within eight months of closing of financial year. The Act does not apply to certain establishments, classes of employees. The newly set up establishments are exempted for five years in certain circumstances.
- j) Industrial Disputes Act 1947(Amended): The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing the establishment.
- k) Industrial Employment (Standing Orders) Act 1946 (Amended): It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Contractor on matters provided in the Act and get the same certified by the designated Authority.
- l) Trade Unions Act 1926: The Act lays down the procedure for registration of trade unions of workmen and employers. The trade unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- m) Child Labour (Prohibition and Regulation) Act 1986: The Act prohibits employment of children below 18 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of child labour is prohibited in Building and Construction Industry.
- n) Inter-State Migrant Workmen's (Regulation of Employment and Conditions of Service) Act 1979: The Act is applicable to an establishment, which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The inter-state migrant workmen, in an establishment to which this Act becomes



applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home upto the establishment and back, etc.

- o) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996: All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess @ 1% of the cost of construction. The Contractor to whom the Act applies must obtain a registration certificate from the Registering Officer appointed by the Government.
- p) The Factories Act 1948: The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.
- q) The Personal Injuries (Compensation Insurance) Act, 1963 and any modifications thereof and rules made there under from time to time.
- r) Employees' State Insurance Act, 1948: The Act provides for certain benefits to employee in case of sickness, Maternity and Employment injury and for certain other matters in relation thereto.

The compliance of labour laws/acts shall be along with amendments (if any) of for the respective acts.

The Contractor shall require his employees to obey all applicable Laws, including those concerning safety at work.

The definition of "Principal Employer for this clause shall be as per Contract Labour (Regulation and Abolition) Act 1970

The compliance of all the above-mentioned Acts shall be read along with latest amendments of the respective Act.

29.5 The Employer shall on a report having been made by an authorised Inspecting Officer as defined in the Contract Labour (Regulation and Abolition) Act and Rules or on his own in his capacity as Principal Employer, have the power to deduct from the amount due to the Contractor any sum required or estimated to be required for making good the loss suffered by worker(s) by reasons of non-fulfilment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made by him from wages which are not justified by the terms of the contract or non-observance of the relevant Acts and Rules with amendments made from time to time. If the Employer makes payment to Contractor's labour due to non-payment of wages to labour by the Contractor, the Employer shall recover the amount thus paid from the next Interim Payment of the Contractor.

29.6 The Contractor shall indemnify the Employer against any payments to be made under and for observance of the Regulations, Laws, Rules as stipulated in sub-



clause 29.4 above without prejudice to his right to claim indemnity from his sub-contractors. In the event of the Contractor's failure to comply with the provisions of sub-clause 29.4 above or in the event of decree or award or order against the Contractor having been received from the competent authority on account of any default or breach or in connection with any of the provisions of sub-clause 29.4 above, the Employer, without prejudice to any other right or remedy under the Contract, shall be empowered to deduct such sum or sums from the bills of the Contractor or from his Security Deposit or from other payments due under this contract or any other Contract to satisfy within a reasonable time the provisions of the various Acts/Laws/Rules/Codes as mentioned under sub-clause 29.4 above, on the part of the Contractor under the Contract on behalf of and at the expenses of the Contractor and make payment and/or provide amenities/facilities/services accordingly. In this regard, the decision of the Employer shall be conclusive and binding on the contractor.

29.7 The Contractor shall at his own expense comply with or cause to be complied with the Provisions/Rules provided for welfare and health of Contract Labour in the Contract Labour (Regulation & Abolition) Act and other relevant Acts and Rules framed there under or any other instructions issued by the Employer in this regard for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case, the Contractor fails to decide as aforesaid, the Employer shall be entitled to do so and recover the cost thereof from the Contractor.

29.8 The Contractor shall at his own expense arrange for the safety provisions as required by the Employer, in respect of all labour directly or indirectly employed for performance of the Works and shall provide all facilities in connection therewith. In case the Contractor fails to decide and provide necessary facilities as aforesaid, the Employer shall be entitled to do so and recover the cost thereof from the Contractor. But this will not absolve the Contractor of his responsibility or otherwise thereof.

29.9 In the event of any injury, disability or death of any workmen in or about the work employed by the Contractor either directly or through his sub-contractor, Contractor shall at all times indemnify and save harmless the Employer against all claims, damages and compensation under the Workmen Compensation Act, 1923 as amended from time to time or in other law for the time being in force and rules there under from time to time and also against all costs, charges and expenses of any smooth action by proceedings arising out of such accidents or injury, disability or death of a workmen and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any claim in this regard. If any award, decree or order is passed against the Contractor for recovery of any compensation under the Workmen Compensation Act, 1923, for any injury, disability or death of a workman by any competent court, the said sum or sums shall be deducted by the Employer (or his authorised representatives)-in-charge from any sum then due or that may become due to the Contractor or from his Security



Deposit or sale thereof in full or part under the Contract or any other contract with the Employer towards fulfilment of the said decree, award or orders.

29.10 Provided always that the Contractor shall have no right to demand payments/claims whatsoever on account of his compliance with his obligations under this clause and Labour Regulation and the same are deemed to be covered in quoted price.

30 Clause-30: Removal of contractor's men

30.1 The Contractor shall employ on the execution of the Works only such persons as are skilled and experienced in their respective trades and the Employer shall be at liberty to object to and require the contractor to remove from the works any persons employed by the Contractor on the execution of the works who, in the opinion of the Employer, misconducts himself or is incompetent or negligent in the proper performance of his duties. The contractor shall forth-with comply with such requisition and such person shall not be again employed upon the works without permission of the Employer (or his authorised representatives)-in-charge. Any person so removed shall be replaced immediately.

31 Clause-32: Force Majeure

31.1 The term "Force Majeure" shall herein mean an exceptional event or circumstance:

- a) which is beyond a Party's control.
- b) which such Party could not reasonably have provided against before entering the Contract.
- c) which, having arisen, such Party could not reasonably have avoided or overcome, and
- d) which is not substantially attributable to the other Party.

Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions stated in sub-clause 31.1 a) to d) above are satisfied:

- i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
- ii) rebellion, revolution, insurrection, military or usurped power, or civil war,
- iii) riot or commotion or disorder, strike by persons other than the Contractor's personnel and other employees of the Contractor and Subcontractors,
- iv) ionising radiation or contamination by radioactivity, and
- v) pressure waves caused by aircraft or other aerial devices travelling at sonic or super-sonic speed.
- vi) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.

31.2 If a Party is or will be prevented from performing any of its obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify



the obligations, the performance of which is or will be prevented. The notice shall be given within 14 days after the Party became aware, or should have become aware, of the relevant event or Circumstance constituting Force Majeure.

The Party shall, having given notice, be excused performance of such obligations for so long as such Force Majeure prevents it from performing them.

Notwithstanding any other provision of this Clause. Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.

31.3 Each Party shall always use all reasonable endeavours to minimize any delay in the performance of the Contract because of Force Majeure.

A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.

31.4 On occurrence of Force Majeure, the liability of either Party shall be dealt with, in accordance with the provisions of sub-clause 33.2 below.

31.5 Should there be a request for extension of time arising out of "Force Majeure" the same shall be considered in accordance with clause 38 below

32 Clause-33: Liability for damage, defects or imperfections and rectifications thereof

32.1 If the Contractor or his labour or sub-contractor, injure, destroy or damage roads, fence enclosures, water pipes, cables, buildings, drains, electricity or telephone posts, wires, trees, grass line, cultivated land in the area in which they may be working or in the areas contiguous to the premises on which the work or any part of it is being executed or if any damage is caused during the progress of work, the Contractor shall upon receipt of a notice in writing in that behalf from the Employer, make the same good at his costs.

32.2 If it appears to the Employer or his representative at any time during construction or reconstruction or prior to the expiration of the Defects Liability Period that any work has been executed with unsound, imperfect or unskilled workmanship or that any materials or articles provided by the Contractor for execution of the Works are unsound or of a inferior quality, or otherwise not in accordance with the Contract, or that any defect, shrinkage or other faults found in the work arising out of defective or improper materials or workmanship, the Contractor shall, upon receipt of a notice in writing in that behalf from the Employer, forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may be, and/or remove the materials/articles so specified and provide other proper and suitable materials at his own expense.

32.3 If the Contractor fails to rectify, make good or remove and reconstruct the work as notified herein above, the Employer shall have power to carry out such damages, defects or imperfections by any means or through any other agency or by himself at the risk and cost of the Contractor. In such a case the value of such



rectification/replacement, reconstruction through such agencies shall be recovered from the Contractor from any amount due to him. The decision of Employer in this regard shall be final and binding on the contractor.

33 Clause-34: Contractor's liability and insurance

33.1 From commencement to completion of the Work(s) as a whole, the Contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage. He shall be liable for any damage or loss that may happen to the Works or any part thereof and to the Employer's premises and its assets, facilities, Equipment and Material (hired or issued to the Contractor). Any such loss or damage shall be restored in good order and condition and in conformity in every respect with the requirements of the Contract Technical specifications and instructions and final decision of the Engineer-in-charge.

33.2

- a) Neither Party to the Contract shall be liable to the other in respect of any loss or damage which may occur or arise out of "Force Majeure" to the Works or any part thereof or to any material or article at site but not incorporated in the Works or to any person or anything or material whatsoever of either Party provided such a loss or damage could not have been foreseen or avoided by a prudent person and the either Party shall bear losses and damages in respect of their respective men and materials. As such liability of Parties shall include claims/compensation of the third Party also.
- b) Provided, however, in an eventuality as mentioned in sub-clause 33.2 a) above, the following provisions shall also have effect:
 - i) The Contractor shall, as may be directed in writing by the Employer proceed with the erection and completion of the works under and in accordance with the Contract Specifications; and
 - ii) The Contractor shall, as may be directed in writing by the Employer, re-execute the works lost or damaged, remove from the site any debris and so much of the works as shall have been damaged and carry the Employer's Material etc, to the Employer's stores. The cost of such re-execution of the works, removal of damaged works and carrying of Employer's store shall be ascertained in the same manner as for deviations and this shall be paid separately to the Contractor.

Provided always that the Contractor shall, at his own cost, repair and make good so much of the loss or damage as has been by any failure on his part to perform his obligations under the Contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.

33.3 The Contractor shall indemnify and keep indemnified the Employer against all losses and claims for death, injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of works during the Time for Completion and also against all claims,

demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto, and such liabilities shall include claims/compensations of the third Party (Section-III, FORM – 9: Indemnity Bond).

33.4 Within 15 days of issuance of Letter of Acceptance the Contractor shall, without in any way limiting his obligations and responsibilities under this condition, insure and pay all costs and maintain the insurance premium throughout the period of Contract, with the following coverage:

- a) The Works, together with materials and Plant for in The Society (the SWA, RPS Savana, Sector-88, Faridabad) therein, to the full replacement cost (the term "cost" in this context shall include profit), (CAR / EAR Policy). an additional ___% (as mentioned in Schedule D of Contract Price shall be added in "cost" to arrive at full replacement cost, to account for the materials which is to be issued to the Contractor free of cost by the Employer.
- b) An additional sum of 15 per cent of such replacement cost as per a) above, to cover any additional costs of and incidental to the rectification of loss or damage including professional fees and the cost of demolishing and removing any part of the Works and of removing debris of whatsoever nature, (CAR / EAR Policy). The deductibles shall be as mentioned in Schedule D.
- c) The Contractor's Equipment brought at the Site by the Contractor, and in terms of clause 21 above of GCC., and
- d) the contractor's workmen and public liability

33.5 Scope of Cover: The insurance in paragraphs 33.4 a), 33.4b) & 33.4c) shall be in the joint names of the Contractor and the Employer and shall cover:

- a) The Employer and the Contractor against all loss or damage from whatsoever cause arising other than as provided in sub-clause 33.6 below from the Commencement date until the date of issue of the relevant Completion Certificate in respect of the Works, and
- b) the Contractor for his liability:
 - i) during the Defects Liability Period for loss or damage arising from a cause occurring prior to the commencement of the Defects Liability Period, and
 - ii) for loss or damage occasioned by the Contractor during any operations carried out by him for the purpose of complying with his obligations under clause 42 below.

The Insurance Policy shall have a clause of taking no objection certificate from Employer (or his authorised representatives) in Charge before release of any settled claim by insurance company to the Contractor.

33.6 There shall be no obligation for the insurances in sub-clause 33.4 above to include loss or damage caused by:

- a) War, hostilities (whether war be declared or not), invasion act of foreign enemies.
- b) Rebellion, revolution, insurrection, or military or usurped power, or civil war.



- c) Ionizing radiations, or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof or
- d) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- e) Defects in design in the scope of Employer (or his authorised representatives).

33.7 If the Contractor receives instructions from the Employer to insure against any of the risks mentioned in sub-clause 33.6 above, or any other risk, such insurance if available shall be affected, at the cost of the Employer.

33.8 In case of any loss from the reason other those detailed in sub-clauses 33.6 & 33.7 above, difference of loss and amount realized from Insurance Company including deductibles shall be borne by the Contractor.

33.9 The Contractor shall, without limiting his or the Employer's obligations and responsibilities, insure, in the joint names of the Contractor and the Employer, against liabilities for death of or injury to any person or loss of or damage to any property (other than the Works) arising out of the performance of the Contract for at least the amount stated here under:

- a) Public liability limits for bodily injury not less than Rs.2,50,000 and/or for death not less than Rs. 5,00,000 per person for each accident.
- b) Property liability limits for each accident not less than Rs.10,00,000 (ten lacs).

Limit of total liability both for Public and Property under sub-clause 33.9a) & b) above shall be 10% of Contract Price.

33.10 The insurance policy shall include a cross-liability clause such that the insurance shall apply to the Contractor and to the Employer as separate insured.

33.11 The Employer shall not be liable for in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or any subcontractor, other than death or injury resulting from any act or default of the Employer, his agents or servants. The Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation, other than those for which the Employer is liable as aforesaid, and against all claims, proceedings, damages costs, charges and expenses whatsoever in respect thereof or in relation thereto.

33.12 The Contractor shall insure against such liability and shall continue such insurance during the whole of the time and that any persons are employed by him on the Works. Provided that, in respect of any persons employed by any subcontractor, the Contractor's obligations to insure as aforesaid under this liability in respect of such persons in such manner that the Employer is indemnified under the



policy, but the Contractor shall require such sub-contractor to produce to the Employer, when required, such policy of insurance and the receipt for the payment of the current premium.

- 33.13 Within 30 days of the Commencement Date, the Contractor shall provide the insurance policies / evidence of insurance to Employer. Such insurance policies shall be consistent with the general terms agreed prior to the issue of the Letter of Acceptance. The Contractor shall affect all insurances for which he is responsible with insurers and in terms approved by the Employer.
- 33.14 The Contractor shall notify the insurers of changes in the nature, extent or Programme for the execution of the Works and always ensure the adequacy of the insurances in accordance with the terms of the Contract and shall, when required, produce to the Employer the insurance policies in force and the receipts for payment of the current premiums.
- 33.15 If the Contractor fails to effect and keep in force any of the insurances required under the Contract or fails to provide the policies to the Employer within the period required by sub-clause 33.12 above then and in any such case the Employer may affect the recovery of such premium on pro-rata basis from the Running Account bills of the Contractor. Additionally, the payment of Running Account bills may also be suspended until the Contractor complies with the requirements of sub-clause 33.12 above of these conditions. If non-insurance prolongs for a period of continuous 2 months, the Employer may treat it as Default of Contractor as per the provisions of clause 37 below of GCC.
- 33.16 If the Contractor or the Employer fails to comply with conditions imposed by the insurance policies effected pursuant to the Contract, each shall indemnify the other against all losses and claims arising from such failure.
- 33.17 Provided those provisions made under sub-clause 33.4 above of these conditions shall not be applicable for the Works costing (Estimated cost put to tender / tender check estimate / Technical Sanctioned estimate) less than 1.0 Crore. For the works costing less than 1.0 Crore the Contractor shall avail 'group personal accident insurance policy' covering all the personnel employed by the Contractor for execution for Works complying requirement of Workmen Compensation Act 1923 as amended by Amendment Act No. 65 of 1976.
- 33.18 The Contractor shall at his own expense arrange for the safety provisions as laid down in applicable Law & Regulations and in Safety Manual of the Employer in respect of the works covered under this Contract. In case, the Contractor fails to comply with the provisions of the safety manual, the Employer shall be entitled to and make the necessary arrangement at the risk and cost of the Contractor. This will, however, not absolve the Contractor of his overall responsibility to execute the works under the Contract.

34 Clause-35: Suspension of works

- 34.1 The contractor shall on the order of the Employer, or his authorised representatives-in-charge suspend the progress of the Works or any part thereof for such time



or times and in such manner as the Employer may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Employer or his authorised representatives-in-charge. If such suspension is:

- a) provided for in the Contract, or
- b) necessary for the proper execution of the Works or by reason of weather conditions or by some default on the part of the Contractor, or
- c) necessary for the safety of the Works or any part thereof.

The Contractor shall not be entitled to extra costs (if any) incurred by him during the period of suspension of the works; but in the event of any suspension ordered by the Employer for reasons other than aforementioned and when each such period of suspension exceeds 14 days, the Contractor shall be entitled to such extension of Time for Completion of the Works as the Employer may consider proper having regard to the period or periods of such suspensions under clause 38 below.

34.2 If the progress of Works or any part thereof is suspended on the order of the Employer for more than three months at a time the Contractor may serve a written notice on the Employer requiring permission within 15 days from the receipt thereof to proceed with the Works or that part thereof in regard to which progress is suspended and if such permission is not granted within that time the Contractor by a further written notice so served may (but is not bound to) elect to treat the suspension where it affects part only of the Works as an omission of such part or where it affects the whole of the Works as an abandonment of the Contract by the Employer.

35 Clause-36: Foreclosure of contract in full or in part due to abandonment or reduction in scope of work

35.1 If at any time after acceptance of the tender the Employer decides to abandon or reduce the scope of the Works for reason whatsoever and hence does not require the whole or any part of the Works to be carried out, the Employer shall give notice in writing to that effect to the Contractor, and the contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he could not derive in consequence of the fore-closure of the whole or part of the Works.

The Contractor shall be paid at Contract rates for full amount of the works executed at Site and, in addition, a reasonable amount as certified by the Employer for the items hereunder mentioned which could not be utilised on the works to the full extent because of the foreclosure:

- a) Any expenditure incurred on preliminary works, e.g. temporary access roads, temporary labour huts, staff quarters and Site office; storage accommodation workshop, installation and dismantling of Construction Equipment (batching plant, crushing plant) and water storage tanks.



- b)
- i) The Employer shall have the option to take over Contractor's materials or any part thereof, either brought to site or of which the Contractor is legally bound to accept delivery from suppliers (for in The Society (the SWA, RPS Savana, Sector-88, Faridabad) in or incidental to the Work), provided, however, the Employer shall be bound to take over the material or such portions thereof as the Contractor does not desire to retain. The cost shall, however, consider purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the Contractor.
 - ii) For Contractor's materials not retained by the Employer, reasonable cost of transporting such materials from Site to Contractor's permanent stores or to his other Works, whichever is less. If materials are not transported to either of the said places, no cost of transportation shall be payable.
- c) If any materials issued by the Employer are rendered surplus, the same except normal wastage for the materials used in the works shall be returned by the Contractor to the Employer.
- d) Reasonable compensation for transfer of T&P from Site to Contractor's permanent stores or to his other works whichever is less. If T&P are not transported to either of the said places, no cost of outward transportation shall be payable.

35.2 The Contractor shall, if required by the Employer (or his authorised representatives)-in- charge, furnish to him books of account, wage books, time sheets and other relevant documents as may be necessary to enable him to certify the reasonable amount payable under this condition.

36 Clause-37: Termination of Contract on death

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies, or if the Contractor is a partnership concern and one of the partners dies, then, unless the Employer is satisfied that the legal representatives of the individual Contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners are capable of carrying out and completing the contract, the Employer shall be entitled to terminate the Contract as to its uncompleted part without the Employer being in any way liable to payment of any compensation whatsoever on any account to the estate of the deceased Contractor and/or to the surviving partners of the Contractor's firm on account of termination of the Contract. The decision of the Employer that the legal representatives of the deceased Contractor or the surviving partners of the Contractor's firm cannot carry out and complete the Works under the Contract shall be final and binding on the parties. In the event of such termination, the Society (the SWA, RPS Savana, Sector-88, Faridabad) shall not hold the estate of the deceased Contractor and/or the surviving partners of the Contractors firm liable for damages for not completing the Contract. Provided that the power of the Employer (or his authorised representatives)-in- charge of such termination of Contract shall be without prejudice to any other right or remedy, which shall have accrued or shall accrue to him under the Contract.

37 Clause-38: Default by contractor and termination of contract in full or in part

37.1 If the Contractor:

- a) commits default in complying with or commits breach of any of the conditions of the Contract and does not remedy it or take effective steps to remedy it immediately after a notice in writing is given to him by the Employer; or
- b) fails to complete the Works or any item of Works within the time specified in Schedule 'C' or any extended time under the Contract and does not complete the Work(s) or any item of Work(s) within the period specified in a notice given in writing by the Employer; or
- c) is engaged in corrupt or fraudulent or Collusive or Coercive practices in competing for or in the execution of the Contract, then the Employer may, after giving 14 days' notice to the Contractor, terminate the contract and expel him from the Site. The Contractor shall not be entitled for any compensation whatsoever under this clause. For this clause
 - i) **"Corrupt practice"** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - ii) **"Fraudulent practice"** means a misrepresentation/ omission of facts in order to influence a procurement process or the execution of a contract.
 - iii) **"Collusive practice"** means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser, designed to establish bid prices at artificial, noncompetitive levels; and
 - iv) **"Coercive practice"** means harming or threatening to harm, directly or indirectly, person or their property to influence their participation in a procurement process or affect the execution of a contract.
- d) being an individual, or if a firm, any partner thereof, shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation for the purpose of amalgamation or reconstruction under any insolvency Act for the time being in force or make any conveyance or assignment of his effective or composition or arrangement for the benefit of his creditors or purport as to do, or if any
- e) being a company shall pass a resolution, or the Court shall make an order for the liquidation of its affairs or a receiver or Manager on behalf of the debenture holders shall be appointed, or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager; or
- f) shall suffer an execution in an execution being levied on his goods; or
- g) assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not being incorporated in the work shall not be deemed to be subletting) or attempts to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Employer,
- h) Then the Employer shall have powers to terminate the Contract in full or in part as aforesaid without prejudice to any other right or remedy which shall have accrued

or shall accrue of which cancellation notice in writing to the Contractor under the hand of the Employer (or his authorised representatives)- in-charge shall be conclusive evidence.

37.2 The Employer shall, on such termination of the Contract, have powers to take possession of the site of work under the contract as well as the land/premises allotted to the contractor for his preliminary, enabling and ancillary works and any materials, constructional equipment, implements, stores, structures etc. thereon. The Employer shall also have powers to carry out the incomplete work by any means or through any other agency or by himself at the risk and cost of the Contractor.

37.3 If the expenses incurred or to be incurred by the Employer for carrying out and completing the incomplete work or part of the same, are more than the value of the work credited/to be credited to the Contractor, the difference shall be paid by the Contractor to the Employer. If the Contractor fails to pay such an amount, as aforesaid, within thirty days of receipt of notice in writing from the Employer, the Employer shall recover such amount from any sums due to the Contractor on any account under this or any other contract or from his Security Deposit or otherwise.

37.4 The Employer shall have the right to sell any or all the Contractor's unused materials, Constructional Equipment, implements, temporary buildings/structures etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the Contract and if thereafter there may be any balance outstanding from the Contractor, the Employer shall have powers to recover the same as debt.

37.5 All decisions/actions of the Employer under this clause, as aforesaid, shall be conclusive and binding on the contractor.

38 Clause -39: Time for completion and extensions

38.1 Time for Completion allowed for execution of the Works is as specified in Schedule E.1 (to be submitted by the Bidder alongwith the offer) for these conditions.

38.2 However, if the work is delayed on account of:

- a) Delay in handing over of site to the Contractor as per clause 12 above; or
- b) Suspension of work as per clause 34 above; or
- c) Rebuilding of work as per clause 33 above; or
- d) "Force Majeure" conditions as per clause 31 above or
- e) physical conditions not foreseeable by an experienced contractor as defined in clause 5.2 above of GCC, or
- f) Any other cause which, in the opinion of the Employer is beyond the Contractor's control; then, immediately upon the happening of any such event as aforesaid, the Contractor shall inform the Employer (or his authorised representatives)- in-charge accordingly, but the Contractor shall nevertheless use constantly his best

endeavours to prevent and/or make good the delay and shall do all that may be required in this regard. The Contractor/Employer is required to jointly maintain Hindrance Register, Annexure - I: Hindrance Register, for recording hindrances if any, while executing the Works. The Contractor shall request, in writing, for extension of time, to which he may consider himself eligible under the Contract, within 14 (fourteen) days of the date of happening of any such events as indicated above failing which the same shall not be considered or considered for any purpose whatsoever.

Provided further that no monetary claims shall be admissible to the Contractor for such extension of Time for Completion except for reimbursement of cost of extension of bank guarantee for security deposit and insurance policy(ies).

38.3 In any such case as may have arisen due to any of the events, as aforesaid, and which shall be brought out by the Contractor in writing, the Employer may give a fair and reasonable extension of Time for Completion, after taking into consideration the nature of the work delayed and practicability of its execution during the period of extension.

Such extensions, if admissible, shall be communicated to the Contractor by the Employer in writing.

Provided that Employer (or his authorised representatives)- in – charge is not bound to make any determination unless the Contractor has:

- a) within 14 days after such event has first arisen notified the Employer (or his authorised representatives) and
- b) within 28 days or such other reasonable time as may be agreed by the Employer (or his authorised representatives) – in – charge detailed particulars of any extension of Time for Completion to which the Contractor may consider himself entitled.

39 Clause -40: Compensation for delay

39.1 If the Contractor fails to complete the work as a whole as specified in Schedule E.1 before the expiry of the period(s) of completion as stipulated in the aforesaid Schedule, or any extended period under clause 38 above as may be allowed, he shall without prejudice to any other right or remedy of the Employer on account of such default, pay as an ascertained/agreed compensation as stipulated in the aforesaid Schedule E.1 not by way of penalty. However, maximum amount of compensation for delay on account of total work shall not exceed 10% of the Contract Price. GST liability, if any, on account of compensation for delay shall be borne by Contractor.

39.2 The amount of compensation may be adjusted/withheld/ deducted or set-off against any sum due or payable to the Contractor under this or any other contract with the Employer. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works or from any other obligations and liabilities under the Contract.



40 Clause -41: Inspection and approval

40.1 All works embracing more than one process shall be subject to examination and approval at each stage thereof and the Contractor shall give due notice to the Employer or his authorised representative, when each stage is ready. In default of such notice, the Employer shall be entitled to appraise the quality and extent thereof and the decision of the Employer in this regard shall be final and binding.

40.2 No work shall be covered or put out of view without the approval of the Employer, or his authorised representative and the Contractor shall afford full opportunity for examination of foundations before permanent work is placed thereon. The Contractor shall give due notice to the Employer or his authorised representative whenever any such work or foundation is ready for examination and the Employer (or his authorised representatives)-in-charge or his representative shall, without unreasonable delay, unless he considers it unnecessary and advises the Contractor, accordingly, examine and measure such work or such foundations. In the event of the failure of the contractor to give such notice, he shall, if required by the Employer, uncover such work at the Contractor's expense.

40.3 The Employer or his representative shall have powers at any time to inspect and examine any part of the works and Contractor shall give such facilities as may be required for such inspection and examination.

40.4 The Contractor shall uncover any part of the Works and/or make opening in or through the same as the Employer or his authorised representatives-in-charge may from time to time direct for his verification and shall reinstate and make good such part to the satisfaction of the Employer. If any such part has been covered up or put out of view after being approved by the Employer and is subsequently found, on uncovering, to be executed in accordance with the contract, the expenses of uncovering and/or making openings in or through, reinstating and making good the same, shall be borne by the Employer. In any other causes all such expenses shall be borne by the Contractor.

41 Clause -42: Completion certificate

41.1 The Works shall be completed to the entire satisfaction of the Employer and in accordance with the time mentioned in Schedule 'D' and terms and conditions mentioned in clause 38 above. As soon as the Works under the Contract is completed as a whole, the Contractor shall give notice of such completion to the Employer. The Employer, within two week of receipt of such notice, shall inspect the Works and shall satisfy himself that the Work(s) has been completed in accordance with the provisions of the Contract and then issue to the Contractor a certificate of completion indicating the date of completion except for any minor outstanding works and minor defects which will not substantially affect the use of Works for their intended. Should the Employer notice that there are major defects in the Works or the Works are not considered to be substantially complete, he shall issue a notice in writing to the Contractor to rectify/replace the defective Works or any

part thereof or complete the Works, as the case may be, within such time as may be notified and after the Contractor has complied with as aforesaid and gives notice of completion, the Employer shall inspect the work and issue the completion certificate in the same manner as aforesaid.

41.2 No certificate of completion shall be issued as stipulated under clause 41.1 above nor Work be considered to be completed unless the Contractor shall have removed from the work site and/or premises all his belongings/temporary arrangements brought/made by him for the purpose of execution of the work and clean the site and/or premises in all respects and made the whole of the site and or premises fit for immediate occupation/use to the satisfaction of the Employer. If the Contractor fails to comply with the above mentioned requirements on or before the date of completion of the Work, the Employer, may, as he thinks fit and at the risk and cost of the Contractor, fulfil such requirements and remove/dispose- off the Contractor's belongings/temporary arrangements, as aforesaid, and the Contractor shall have no claim in this respect except for any sum realized by the sale of Contractor's belongings/temporary arrangements less the cost of fulfilling the said requirements and any other amount that may be due from the Contractor. Should the expenditure on the aforesaid account exceed the amount realized by sale of such Contractor's belongings/temporary arrangements than the Contractor shall on demand, pay the amount of such excess expenditure.

42 Clause -43: Maintenance guarantee/Defects Liability Period (DLP)

42.1 The "Defect Liability Period" for the entire work under the Contract is **96 months** from the certified date of completion as per clause 41 above and handing over to the owner.

42.2 The Contractor guarantees that within the maintenance guarantee period, the contract work shall not show any signs of defects, cracks, settlements, disfigurements, shrinkage, leakage, dampness or any other defects.

42.3 The Contractor shall maintain and satisfactorily execute, at his own cost, all such works of repair, amendment, re-construction, rectification, replacement and any other work to make good the faulty work as stated in Article (a) during the maintenance guarantee period.

42.4 The Contractor shall, if required by the Engineer-in-charge, search for the causes of any defects, imperfection or fault under the direction of the Engineer-in-charge. The cost of such search shall be borne by the Contractor.

42.5 At intervals specified by the Engineer-in-charge the Contractor, along with the Engineer-in-charge, shall inspect the contract work to satisfy himself that no defects have cropped up in the contract work. Should there be any signs of defects, the Contractor shall take immediate steps to rectify the same, failing which; the Engineer-in-charge may get the defects rectified at the risk and cost of the Contractor.

42.6 At the end of the maintenance guarantee period, the Contractor, along with the Engineer-in-charge, shall carry out final inspection of the contract work to prove

that no defects had appeared in the contract work or that all defects which appeared in the contract work have been rectified to the entire satisfaction of the Engineer-in-charge. If during the final inspection it is found that the defects remain in the contract work, the period of maintenance guarantee shall be extended at the discretion of the Engineer-in-charge and the Contractor shall be liable to make good the defects and be responsible for the maintenance of the work till the defects have been fully rectified.

42.7 Upon successful completion of the maintenance guarantee period the Owner shall issue final acceptance certificate to the Contractor.

43 Clause -44: Measurements

43.1 The Employer shall except as otherwise stated ascertain and determine by measurement, the value of work done in accordance with the Contract.

43.2 Notwithstanding any provision in the relevant standard method of measurement or any general or local custom, measurement of work done under the Contract shall be taken in accordance with the procedure set forth in the Technical Specifications or Bill of Quantities under the Contract. In the case of items of work, which are not covered by the Technical Specifications or Bill of Quantities, measurement shall be taken in accordance with the relevant standard methods of measurements laid down by the Bureau of Indian Standards (BIS).

43.3 All items having a financial value shall be entered in measurement book, level book, etc., prescribed by the Employer so that a complete record is maintained of all work performed under the Contract.

43.4 Measurement shall be taken jointly by the Employer (or his authorised representatives)-in- charge or his representative and by the Contractor or his authorised representative.

43.5 Before taking measurement of any works, the Employer or his authorised representatives-in- charge or his representative, shall give a reasonable notice to the Contractor. If the Contractor fails to attend or send an authorised representative for measurement after such a notice or fails to countersign or to record the objection within a week from the date of taking the measurements, then in that event the measurements taken by the Employer or his authorised representatives-in- charge shall be taken to be correct and final measurements of such work.

44 Clause -45: Payment on account

44.1 Running Account bills shall be submitted by the Contractor monthly on or before the date fixed by the Employer for the work executed. The Employer shall then verify the bills with reference to the measurements recorded in the measurement book(s). The compensation stages for achievement of work and compensation delay (refer clause - 39 above) is shown in Schedule-C.



- 44.2 Payment on account for amount admissible shall be made on the Employer certifying the sum to which the contractor is considered entitled by way of interim payment for the work executed, after deducting there from the amounts already paid, the security deposit and such other amounts as may be withheld/deductible or recoverable in terms of the Contract.
- 44.3 Payment of the Contractor's bills shall be made by the Employer within 30 days from the date of submission of the bill subject to the acceptance of the Employer (or his authorised representatives)-in- charge.

In case of any disagreement between EIC and Contractor on any part of the bill, such part shall be severed from the rest and payment of such part shall be withheld by the EIC and payment of balance admissible part of Contractor's bill shall be processed and released within specified 30 days.

The clarification on disagreed part, if any, required on any item of Contractor's bill shall be sought by the EIC within 21 days of bill submission and except in exceptional circumstances, this clarification shall be sought in one go. Similarly, the Contractor shall also be required to submit the clarification sought within next 21 days.

- 44.4 Payments due to the Contractor shall be made by crossed Cheque/RTGS/NEFT by the Employer or his representative. Such cheques shall be issued direct to the Contractor on furnishing a stamped receipt for the cheque or to his constituted attorney duly authorised to receive such payments from the Employer or his authorised representatives-in- charge.
- 44.5 Any Running Account bills given relating to work done or materials delivered, may be modified or corrected by any subsequent Running Account bills or by the final bill. No certificate(s) of the Employer supporting a Running Account bill shall itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the Contract.
- 44.6 Should there be a request for extension of Time for Completion, pending its consideration, interim payments shall continue to be made as provided herein.
- 44.7 After receipt of such clarifications / modifications furnished by contractor as per clause 44.3 above and acceptance thereof by the Employer payment in respect of such withheld items shall be released to the contractor through next Running Account bill.
- 44.8 With respect to material and Plant brought by the Contractor to the Site for in The Society (the SWA, RPS Savana, Sector-88, Faridabad) in the Permanent Works, the Contractor shall receive a credit in the month in which these materials and Plant are brought to the Site and be charged a debit in the month in which they are incorporated in the Permanent Works, both such credit and debit to be determined by the Employer in accordance with the following provisions:
- a) No credit shall be given unless the following conditions shall have been met to the Employer's satisfaction:
 - i) the materials and Plant are in accordance with the Specifications for the Works.



- ii) the materials and Plant have been delivered to the Site and are properly stored and protected against loss, damage, or deterioration.
 - iii) the Contractor's record of the requirements, order, receipts and use of materials and Plant are kept in a form approved by the Employer or his authorised representatives, and such records are available for inspection by the Employer or his authorised representatives.
 - iv) the Contractor has submitted a statement of his cost of acquiring and delivering the materials and Plant to the Site, together with such documents as may be required for the purpose of evidencing such cost.
 - v) the materials are to be used within a reasonable time.
- b) the amount to be credited to the Contractor shall be the equivalent of 75% (seventy five percent) of the Contractor's reasonable cost of materials and Plant delivered to the Site, as determined by the Employer after review of the documents listed in sub-para a)iv) above.
- c) the amount to be debited to the Contractor for any materials and Plant incorporated into the Permanent Works shall be equivalent to the credit previously granted to the Contractor for such materials and Plant pursuant to sub-clause (b) above, as determined by the Employer.

44.9 The Contractor shall be paid 75% (seventy five percent) of the admissible Running Account bill amount, after due recoveries within 14 days of submission of Running Account bill. The balance due amount under the Running Account bill shall be paid to the Contractor within 30 days of submission of bills after due certification by the Employer.

44.10 Omissions on the part of the Employer (or his authorised representatives) to pay the amount due upon measurement or otherwise shall neither vitiate nor make the contract void. Further, no claim for interest or damages will be entertained or payable by the Employer upon

- a) any Bank Guarantee or
- b) payments in arrears or
- c) any balance which may become due on final settlement/re-conciliation of the account or
- d) withheld by the Employer owing to any dispute or difference between the parties.

45 Clause 46: Price adjustments/variatioins:

In the case of extra item(s) (items that are completely new, and are in addition to the items contained in the contract), the contractor will submit rates, supported by rate analysis, for the work and the engineer-in-charge shall within one month of the receipt of the rates supported by rate analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

46 Clause-47: Taxes, duties and levies etc:

46.1 All existing customs duty, Goods and Service Tax (GST), business taxes, Income tax or any other applicable indirect/ direct tax or duty or levy such as royalty, terminal tax, cess that may be levied in accordance with laws and regulation in force as on 28 days before the last date of submission of price bid that the Contractor has to pay on the Contractor's Equipment, Plant, materials and supplies (permanent, temporary and consumables) acquired for the purpose of the Contract and for the services performed under the Contract shall be payable by the Contractor, and the Employer shall not entertain any claim in this regard. The Contract unit rates shall be deemed to be inclusive of all such taxes, duties, levies etc. including those assessed on the Employer. The Contract unit rates shall also be inclusive of GST liability of the Employer on works (service recipient), if any, which shall be recovered from the Contractor. The Contract unit rates shall also be after considering the Input Tax Credit (ITC) and other benefits. Any statutory variation in the rate of aforesaid taxes if any, during the currency of the Contract including extension thereof shall be to the account of Employer provided the amount thus claimed is not paid under price variation clause 45 above. Changes in the advance tax rate of income tax and any other direct tax payable to appropriate authorities shall not be constructed as a change in the rate(s) of taxes & will not be subject to adjustment.

46.2 However, if a new tax or duty or levy, other than those existing on 28 days before the last date of submission of price bid i.e. date to be entered in Agreement, is imposed in India under a statute or law during the currency of the Contract and the Contractor becomes legally liable there under to and pays the same for Bonafide use on the Works contracted, then the Contractor shall immediately inform the Employer in this regard. The Employer will reimburse the same to the Contractor on production of satisfactory proof of payment, provided that the amount thus claimed is not paid under Price variation clause 45 above of GCC. Provided always that in the event of variation in the rates of royalty charges/fresh levy of royalty on materials, the same shall be reimbursed to or recovered from Contractor upon submission of satisfactory documentary evidence of having made the payment at revised rates.

46.3 The Contractor's staff and labour will be liable to pay personal income taxes in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Contractor shall perform such duties regarding such deductions thereof as may be imposed on him by such laws and regulations.

46.4 Provided further that, the Contractor shall not be entitled for reimbursement under sub-clause 46.1 & 46.2 above if the changes in the existing tax or duty or levy or imposition of new tax or duty or levy as mentioned in sub-clause 46.1 & 46.2 above pertains to indirect transactions between Contractor and any third party (e.g. Tax (es) on Insurance Premium, Taxes/Duties/Levies on the cost of inputs/materials to be incorporated in the Works).



46.5 Notwithstanding anything contained elsewhere in the contract, the Employer shall deduct at source from the payment due to the Contractor, the taxes as required to be deducted under applicable Tax Act or Rule. The amounts so deducted shall be deposited by the Employer with the Tax authorities as per Law. Immediately thereafter, the Employer shall inform the Contractor of the detailed calculations of such deductions and shall provide the Contractor with the corresponding receipts from the tax authorities. It is for the Contractor to deal with the Tax authorities directly in respect of any claim or refund relating to the above deductions and the Employer shall not be liable or responsible for any claims or payments or reimbursement in this regard.

46.6 Invoices and other documents submitted by contractor for payment under Interim payment Certificate/ Final Payment Certificate or any other payment under the contract shall be in accordance with the GST Law.

46.7 The contractor shall furnish a certificate along with interim payment Certificate / Final Payment Certificate that GST payable by him has been deposited/will be deposited to the Govt. Treasury.

47 Clause -48: Payment of final bill

The final bill shall be submitted by the Contractor within one month of the date fixed for completion of the Work or of the date the Certificate of Completion furnished by the Employer. No further claim in this regard unless as specified herein under shall be entertained. Payment shall be made within 6 months of the submission of Final bill. The clarification, if any, required on any item of final bill, shall be sought by the EIC within a period of 45 days. The contractor shall be required to submit his clarifications within next 45 days. If there shall be any dispute about any item or items of the work, then the undisputed item or items only shall be paid within the said period of six months. The Contractor shall submit a list of the disputed items within thirty days from the disallowance thereof and if he fails to do so, his claim shall be deemed to have been fully waived and absolutely extinguished. Provided further the Employer shall not be liable to the Contractor for any matter or thing arising out of or in connection with the Contract or execution of the Works, unless the Contractor shall have included a claim in respect thereof in his Final Bill.

48 Clause -49: Over payment and under payment

48.1 Whenever any claim whatsoever for the payment of a sum of money to the Employer arises out of or under this Contract against the Contractor, the same may be deducted by the Employer from any sum then due or which at any time thereafter may become due to the Contractor under this Contract and failing that under any other contract with the Employer or from any other sum whatsoever due to the Contractor from the Employer or from his security deposit, or he shall pay the claim on demand.

48.2 The Employer reserve the right to carry out post- payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. The Employer further reserves the right to enforce recovery of any overpayment when



detected, notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under clause 54 below of this Contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.

48.3 If as a result of such audit and technical examination any overpayment is discovered in respect of any work done by the Contractor or alleged to have been done by him under the Contract, it shall be recovered by the Employer from the Contractor by any or all of the methods prescribed above, and if any under-payment is discovered, the amount shall be duly paid to the Contractor by the Employer.

48.4 Provided that the aforesaid right of the Employer to adjust overpayments against amounts due to the Contractor under any other contract with the Employer shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a MINUS bill, from the date the amount payable by the Contractor under the MINUS final bill is communicated to the Contractor.

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

The sum of money so withheld or retained under this clause by the Employer or Employer will be kept withheld or retained as such by the Employer or his authorised representatives-in-Charge or Employer or till his claim arising out of in the same Contract or any other contract is either mutually settled or determined by the arbitrator under Clause 55 hereof, or by the competent court.

49 Clause -50: Training of Apprentices

The Contractor shall, during the currency of the Contract, engage and also ensure engagement by his sub- contractor and other employed by the Contractor in connection with the Works, such number of apprentices and in such categories for such periods as may be required under the Apprenticeship Act 1961 and he shall be responsible for all obligations of the Employer under the aforesaid Act, including the liability to make payment to Apprentices as required under the Act.

50 Clause -51: Contract matters to be treated as confidential

50.1 All documents, correspondence, decisions and orders concerning the Contract shall be considered as confidential and/or restricted in nature by the Contractor and he shall not divulge or allow access to them by any unauthorised person.

50.2 The Contractor shall take necessary steps to ensure that all persons employed on any work in connection with this Contract have noted that the Indian Official Secret Act, 1923 (XIX of 1923) applies to them and shall continue so to apply even after the execution of such Works under the Contract.



51 Clause -52: Laws governing the contract

Unless otherwise hereinafter provided, this Contract shall be construed, interpreted and governed by laws of India and the place and jurisdiction for resolving any issue shall be Faridabad, Haryana.

52 Clause -53: Procedure for claims

52.1 Except as otherwise provided in any other provision of the Contract, if the Contractor intends to claim any additional payment pursuant to any Clause of these Conditions or otherwise, he shall give notice of his intention to the Employer (or his authorised representatives), within 28 days after the event giving rise to the claim has first arisen.

52.2 Upon the happening of the event referred to in sub-clause 52.1 above, the Contractor shall keep such contemporary records as may reasonably be necessary to support any claim he may subsequently wish to make. Without necessarily admitting the Employer's liability, the Employer shall, on receipt of a notice under sub-clause 52.1 above, inspect such contemporary records and may instruct the Contractor to keep any further contemporary records as are reasonable and may be material to the claim of which notice has been given. The Contractor shall permit the Employer to inspect all records kept pursuant to this Sub-Clause and shall supply him with copies thereof as and when the Employer (or his authorised representatives) so instructs.

52.3 Within 28 days, or such other reasonable time as may be agreed by the Employer, of giving notice under sub-clause 52.1 above, the Contractor shall send to the Employer an account giving detailed particulars of the amount claimed and the grounds upon which the claim is based.

Where the event giving rise to the claim has a continuing effect, such account shall be an interim account and the Contractor shall, at such intervals as the Employer may reasonably require, send further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. In cases where interim accounts are sent to the Employer, the Contractor shall send a final account within 28 days of the end of the effects resulting from the event. The Contractor shall, if required by the Employer so to do, copy to the Employer all accounts sent to the Employer pursuant to this Sub-Clause.

52.4 The Contractor shall be entitled to have included in any interim payment certified by the Employer pursuant to clause 44 above such amount in respect of any claim as the Employer, after due approval of the Employer, may consider due to the Contractor provided that the Contractor has supplied sufficient particulars to enable the Employer to determine the amount due. If such particulars are insufficient to substantiate the whole of the claim, the Contractor shall be entitled to payment in respect of such part of the claim as such particulars may substantiate to the satisfaction of the Employer. The Employer shall notify the Contractor of any determination made under this Sub-Clause.

53 Clause -54: Sum payable by way of compensation



All sums payable by way of compensation to the Employer under any of these conditions shall be considered as reasonable compensation without reference to the actual loss or damage sustained and whether damage shall have been sustained.

54 Clause -55: Settlement of disputes

54.1 Amicable Settlement - If any dispute arises between the Employer / the SWA and the Contractor arising out of the Contract, whether during the execution of the Works or after their completion and whether before or after the repudiation or after termination of Contract, including any disagreement by either Party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Employer, an attempt shall be made to resolve the matter in dispute amicably.

54.2 However, any issue or matter relating to tendering stage including negotiations (if any) at that stage which has been mutually agreed and incorporated in the Contract shall not be subject to amicable settlement.

54.3 If efforts all the amicable settlements fail, then Jurisdiction of Courts for dispute resolutions shall be appropriate courts of Faridabad (Haryana).

55 Clause-56: Defects liability certificate & unfulfilled obligation

The Contract shall not be considered as completed until a Defects Liability Certificate shall have been signed by the Employer and delivered to the Contractor, stating the date on which the Contractor shall have completed his obligations to execute and complete the Works and remedy any defects therein to the Employer's satisfaction. The Defects Liability Certificate shall be given by the Employer within 28 days after the expiration of the Defects Liability Period

Notwithstanding the issue of the Defects Liability Certificate the Contractor and the Employer shall remain liable for the fulfilment of any obligation incurred under the provisions of the Contract prior to the issue of the Defects Liability Certificate which remains unperformed at the time such Defects Liability Certificate is issued and, for the purposes of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force between the parties to the Contract.

56 Clause-57: Ecological balance

56.1 The Contractor shall be required to ensure that there shall be no indiscriminate felling of trees by him or his labourers or their family members and he will be solely responsible for their acts in this regard. The Contractor shall try to maintain ecological balance by preventing deforestation, water pollution and defacing of natural landscape in the vicinity of work areas. The Contractor shall so conduct his construction operations as to prevent an unnecessary destruction of, scarring or defacing the natural surroundings in the vicinity of the work area. To maintain the ecological balance, the Contractor shall specifically observe the following instructions:



- a) Where unnecessary destruction, scarring, damage or defacing may occur because of the Contractor's operation, the same shall be repaired, replanted or otherwise corrected at the Contractor's expense. The Contractor will prevent scattering of rocks and other debris outside the work areas. All work areas shall be smoothed and graded in a manner to conform to the natural appearance of the landscape as directed by the Employer.
- b) All trees and shrubs, which are not specifically required to be cleared or removed for construction purposes, shall be preserved and shall be protected from any damage that may be caused by the Contractor's construction operation and equipment. The removal of trees or shrubs will be permitted only after prior approval by the Employer. Special care shall be exercised where trees or shrubs are exposed to injuries by construction equipment, blasting, and excavating, dumping, chemical damage or other operation and the Contractor shall adequately protect such trees by use of protective barriers or other methods approved by the Employer. Trees shall not be used for anchorage.
- c) All waste generated due to execution of Works shall be categorised as vegetative debris (branches, foliage etc.), construction debris (broken bricks, concrete chunks, plaster chunks etc.) and general refuse (packaging materials, bottles, papers, glass waste, metal waste, timber waste and other plastic disposables etc.). All waste and refuse shall be disposed of as per plastic waste segregation policies of the society.
- d) The Contractor's construction activities shall be performed by methods that will prevent entrance or accidental spillage of solid matter contaminants, debris and other objectionable pollutants and wastage into river. Pollutants and wastes shall be disposed of in a manner and at waste disposal sites or recycling facilities approved by the Employer (or his authorised representatives)-in-Charge. The Contractor shall fully comply with Water (Prevention and Control of Pollution) Act, 1974 section -33(A).
- e) In the Conduct of construction activities and operation of equipment, the Contractor shall utilise such practicable methods and devices as are reasonably available to control, prevent and otherwise minimise air pollution. The contractor shall fully comply with Air (Prevention and Control of Pollution) Act, 1981 section -31(A).
- f) Burning of materials resulting from clearing of tree, bush, combustible construction materials and other general refuse is not permitted under any circumstances.
- g) The Contractor shall be required to prevent flowing of debris and muck into the river. Necessary retaining structures like walls/crates etc shall be constructed for the purpose. The Contractor shall also stabilize the muck fully i.e. consolidation and compaction of the muck shall be carried out in the muck dumpsites before handing it over to the Employer at the end of construction period.
- h) All the equipment which are likely to generate high noise levels are to be fully equipped (with noise reduction measures) to meet the ambient noise control standards.



- i) The Contractor shall document quantities removed from site as waste and debris in terms of trips using appropriate equipment like dumpsters, trolleys etc.
- j) The Contractor shall ensure efficient loading of debris and ensures that the loading process complies with all relevant safety and environmental regulations.

56.2 Separate payment will not be admissible to the Contractor for complying with the provisions of this clause except the protection work as specially provided for in BOQ. All other costs shall be deemed to have been included in the items mentioned in the Bill of Quantities. If any provision(s) is not complied with, within a reasonable time even after issue of a notice in this respect, the necessary operations would be carried out by the Employer at the cost of the Contractor.

57 Clause-58: General

Save and except as expressly provided elsewhere in this Contract all costs, expenses, charges and liabilities for the completion of the Works in accordance with the Contract and/or for the due and faithful performance and/or the fulfilment of all of the Contractor's obligations under the Contract including furnishing of bank guarantees to the Employer pursuant to the Contract shall be to the account of and be borne by the Contractor and shall be deemed to be included in the unit rates provided for in the Bill of Quantities and the Employer shall not be liable in any manner whatsoever therefore.

Whenever any claim whatsoever for the payment of a sum of money to the Employer arises out of or under this contract against the Contractor, the same may be deducted by the Employer from any sum then due or which at any time thereafter may become due to the Contractor under this Contract and failing, that under any other contract between the Employer and the Contractor or from any other sum whatsoever due to the Contractor from the Employer or from his Security Deposit or he shall pay the claim on demand.



Annexure - I: Hindrance Register

(Refer Clause 38.2 of GCC)

Name of Project: _____

1. Name of Work: _____

2. Agreement No. _____

3. Executing Agency: _____

Sl. No.	Nature/ Reason of hindrance	Item/Component of works which could not be executed on account of this hindrance	Date of Start of Hindrance	Date of removal of Hindrance	Overlap- ping pe- riod (if any)	Net Hin- drance in days	Signature of Employer (or his authorized representative(s))	Signature of contractor	Remarks



Savana Welfare Association

SWA Office, Temporary Club, Stilt Parking Area
Tower-09, RPS Savana, Sec-88, Faridabad (HR)

Registration No.: HR09-2017-02449

TENDER DOCUMENT

DOCUMENT NO.SWA-TR-0001
REV. A

SCHEDULES

INDICATIVE SCHEDULE OF QUANTITIES & RATES (BoQ)

SPECIFICATION OF WORKS

LIST OF KEY EQUIPMENT

LIST OF KEY PERSONNEL



SCHEDULE-A: Indicative Schedule of Quantities and Prices (Bill of Quantities)

(Refer clause 5 of GCC)

Sl. No	Item	Description	Unit	Quantity	Rate (incl. GST)	Total Amount in lakhs INR	Total amount in words
A	Items for inspection, reporting and repairing of external surfaces						
A.1	Inspection of damped areas & reporting	Identification of damped external surfaces of the buildings/towers by visual inspection and with the aid of MMD like pin type moisture meter etc., marking of the affected area in rectangular fashion, analysing the reasons for seepage/dampness on the external surfaces, recording the details in the approved format and submitting the report to SWA/ Engineer-In-Charge for the verification and approval of the same. Assuming 20% of surface area of total exterior surfaces of residential towers.	Sqm				
A.2	Plumbing	Supply, fixing and installation un plasticized PVC medium class downtake pipe of 32mm dia. along each balcony of the towers, connecting the AC condensate drain pipe and RO reject water drain pipes to the downtake pipe, conforming to IS: 12818, including hire and labour charges, scaffolding, clamps, fittings & accessories etc. all complete, for all heights complete as per direction of Engineer-in-charge.	RM				
A.3	Inspection of plaster strength	Identifying the damaged plaster (including defects like spalling, cracking, efflorescence, scaling, peeling, grinning, debonding etc.) on the external surfaces of the buildings/ towers by means of visual inspection and conducting standard hammer tests on all surfaces, recording the quantum of the damaged surface area in approved format and submitting the same to SWA/ Engineer-In-Charge for approval. Assuming 30% of surface area of total exterior	Sqm				



		surfaces of residential towers.					
A.4	Inspection of major and minor cracks in RCC structures	Supply of labour and equipments for identification and marking of all major and minor cracks in RC structural components including defects like honeycombing, spalling, cracking, efflorescence, scaling, peeling, exposed rebars etc. and recording the quantum of the damaged surface area in approved format and submitting the same to SWA/ Engineer-In-Charge for approval.	Lump sum				
A.5	Retrofitting of the exposed reinforcement	Retrofitting of all exposed RCC surfaces as identified in A.5 with corrosion protection treatment (Sika/Fosroc/BASF) / rebar fixing (Hilti/ Fischer) and providing micro-concreting (Min. M30 Grade) including all manpower and materials.	Job Work				
A.6	Surface preparation for re-plastering	Scrapping the loose plaster and making the bricks of the walls and concrete of the load bearing members of affected portion visible by suitable hand tools. Brick joints shall be properly raked, and hacking of concrete surfaces shall be done to facilitate the gripping of the fresh plaster on the affected surfaces or as directed by Engineer-in-charge.	Sqm				
A.7	Crack sealing in RCC components	Supply and application of BIS approved crack sealant for all major and minor cracks in RCC structural components.	Kg				



A.8	Re-plastering the damaged exterior surfaces	Plastering the damaged surfaces with Ready Mix Plaster of reputed brands in 12mm to 20mm (in 2 layers) thickness. Ready Mix Plaster shall be "ready mix cement plaster rendered with polymer additives and well graded sand and fillers" preferably with bonding agent to avoid shrinkage cracks with minimum compressive strength of 7.5 MPa in 28 days as per IS: 2250 and finishing without any undulations, defects and cracks including equipment and arrangements required for application of plaster upto 20 storey all complete as per directions of Engineer-in-charge.	Sqm				
A.9	Chicken wire-mesh	Providing & fixing 20-SWG SS Chicken wire mesh, 150 mm wide at the junctions between brick and concrete surfaces, all complete as directed by Engineer-in-charge. Assuming 5% of new plaster area.	Sqm				
A.10	Algae / Fungi treatment on exterior surfaces	Removal of fungi/algae deposits from the affected surfaces and apply of anti-fungal/anti-algae treatment to all affected area on exterior surfaces of buildings including basement and boundary walls, all complete as per directions of Engineer-in-charge.	Sqm				
A.11	Repair of damaged surfaces on Roof tops	Repair/retrofitting of the damaged surfaces of the terrace, sealing the cracks with waterproofing compounds, making V-grooves and covering the treated surfaces with screed with waterproofing compound (min. 50mm thk.) all complete as per directions of Engineer-In-Charge.	Sqm				
B	Items covering primer, finished paints and other ancillary works						



B.1	Water-proof Primer for all exterior surfaces of buildings, basement and boundary walls	Applying one/two coats (as required) of waterproof primer (as approved by Engineer-In-Charge) for exterior surfaces of the buildings /basement/boundary walls etc. to prepare even, dust free and smooth surfaces, all complete, as per the direction of Engineer-In-Charge.	Sqm				
B.2	Primer for all interior surfaces of towers and basement ceilings	Applying one/two coats (as required) of primer (as approved by Engineer-In-Charge) for interior surfaces of the buildings /basement etc. to prepare even, dust free and smooth surfaces, all complete, as per the direction of Engineer-In-Charge.	Sqm				
B.3	Paint for all external surfaces of buildings, and boundary walls	Application of two or more coats of protective and decorative exterior weather-shield paint with textured finish with 8 years Warranty of approved quality and brand (Asian, Berger, Nerolac, Dulux, Birla Opus, Shalimar) as per manufacturer's specification and approved colour, shade, texture to all exterior surfaces as per direction of Engineer-In-Charge.	Sqm				
B.4	Paint for internal surfaces and basement	Application of water-based paint of approved make and brand as per manufacturer's specification and approved, colour, shade and texture for painting of interior surfaces as per directions of Engineer-In-Charge.	Sqm				



B.5	Enamel paint for metal surfaces	Application of Enamel paint of approved make and brand as per manufacturer's specification and approved, colour, shade and texture for painting of balcony, staircase railings, approach of machine rooms etc., including rust removal, all complete to directions by Engineer-In-Charge.	Sqm				
B.6	Treatment to tower interconnecting bridges	Providing and applying two or more coats of anti-corrosion cum fire-retardant paint approved by CBRI-Roorkee on all surfaces of interconnecting bridges between towers as per direction of Engineer in charge.	Sqm				
B.7	Removal of debris	Removal and disposal of all un-serviceable materials, construction wastes, demolition refuse, packaging material, metal scraps, timber scraps etc. from site including transportation outside RPS City (area to be identified and arranged by the contractor) meeting all statutory and regulatory requirements.	No. of trips				



SCHEDULE – B: Free Issue of materials to the Contractor

(Refer Clause 23 above of General Conditions of Contract)

Supply of all materials, tools and tackles, equipment, PPEs, consumables, raw materials, scaffoldings, spiders, cradles, royalties etc. shall be in the scope of Bidder and shall be included in the quoted price.

SCHEDULE – C: Schedule of Stage payment and Compensation for Delay

(Refer 39 & 44 of GCC)

All running / intermediate & final payments shall be made to the agency in accordance with the following schedule:

S. No.	Stage	Individual Tower Stage Payment (%)	Cumulative Stage Payment (%)	Remarks
A. Items covering inspection, reporting and plastering and other repairs				
A.1	Identification of damped external surfaces and submitting the report to SWA in approved format	2%	2%	Payment will be done on actual work executed at site subject to approval of RA bills by the Employer
A.2	Identifying the damaged external surfaces of the building/ towers by conducting hammer test as per IS 516 Method of test for Plaster and Concrete.	5%	7%	
A.3	Supply and Installation of 32 mm dia drainpipe for AC condensate and RO reject water along each balcony of the tower and making connections with individual AC units and Ros.	5%	12%	
A.4	Scrapping the loose plaster	5%	17%	
A.5	Plastering of exposed surfaces by polymer modified cement mortar with chicken wire mesh.\ junction of RCC and Brick works	10%	27%	
A.6	Minor and major cracks repairing in RCC structure using GP SEAL or equivalent compound	2%	29%	
B. Items covering primer, finished paints and other ancillary works				
B.1	Applying one coat of primer on the complete exterior surface	10.0%	39.0%	
B.2	Applying two coats of finish paints	30.0%	69.0%	
B.3	Cleaning and painting of handrails of the balconies, staircases and other common areas	15.0%	84.0%	
B.4	On Completion and handing over	5.0%	89.0%	
B.5	On Completion of DLP	5.0%	94.0%	
C. On Comprehensive Maintenance				
C.1	First Year	0.5%	94.5%	



C.2	Second year	0.5%	95.0%	
C.3	Third Year	0.5%	95.5%	
C.4	Fourth year	0.5%	96.0%	
C.5	Fifth Year	0.75%	96.75%	
C.6	Sixth year	0.75%	97.5%	
C.7	Seventh Year	1.25%	98.75%	
C.8	Eight years	1.25 %	100.0%	
	Total		100.00%	

Note: 5% retention amount shall be applicable in each RA bill and shall be released only with Final Bill.

Sl. No.	Description Milestones	Schedule completion period	Compensation for delay
1.	Completion of Works as a whole	15 Months from the date as notified in the LOA	0.035% of Contract Price per day of Delay subject to maximum 10% (Ten Percent) of Contract price.

SCHEDULE – D: Charges and Interests, DLC, variations

Schedule for chargeable interest rates against advances, completion time, defect liability period, percentages of various components for price variation/adjustment

Schedule for chargeable interest rates against advances, completion time, defect liability period, percentages of various components for price variation/adjustment			
S.NO.	CLAUSE No.	DESCRIPTION	STIPULATION
1	3.1b) of GCC	Performance Security Deposit	5% of Contract Price
2	3.1e) of GCC	Retention Money	5% of Contract Price
3	13.1 of GCC	Mobilisation advance	Nil
4	13.3 of GCC	Advance for Construction Equipment	Nil
5	3.19 of ITB	Earnest Money Deposit	As per the NIT
6	3.16 of ITB	Tenders invited on	Lumpsum on EPC mode
7	3.16 of ITB	Schedule of Rate Applicable	As per the BOQ
8	18 & 19 of GCC	Contractor's Overheads, Profits, and Supervision Charges	10% per cent
9	33.9 of GCC	Public Liability Limits plus Property Liability Limits not exceeding	10% of Contract Sum
11	38.1 of GCC	Time allowed for execution of the Work as a whole	15 Months from the date of start mentioned in LOA.
12	42 of GCC	Defects Liability Period	Ninety-six (96) Months from the date of completion of the entire works
13	44 of GCC	Interest Rate for Delayed Payment	Nil
14	45 of GCC	Price Adjustment/Variation	As per Contract document

SCHEDULE – E: Construction Schedule & List of Key equipment

E.1 Construction Schedule –

(Refer 14.2 & 21.2 of GCC)

To be provided by the Bidder

E.2 List of Key Plant & Equipment to be deployed on Contract work

(Refer 3.7m) of ITB & 21.2 of GCC)

The contractors shall also give a list of machineries in his possession and which they propose to use for the work.

Sr. No.	Plant or Machinery	Nos.	Location	Age of Machinery (maximum 15 years)	Make	Capacity	Approximate Value	Remark
1	2(a)	2(b)	2(c)	3	4	5	6	7
1	Concrete Mixer of cap. 2 m ³ /hr	2						
2	A-Type aluminum ladders	9						
3	Steel/ Wooden shuttering (Scaffolding, props) or as suggested by Engineer in Charge	5000 Sqmt.						
4	Steel props (with Adjustable accessories)	5000 nos.						
5	Needle Vibrator	2 nos.						
6	Surface vibrators	1 no.						
7	Air compressor	2 nos.						
8	Concrete breaker	2 nos.						
9	Welding machine	2 nos.						
10	Water Tanker	2 nos.						

11	Cradles with 12 feet boom extension	6 nos.						
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SCHEDULE – F: Technical specifications & Project execution philosophy

1. Unless otherwise specified in the bid document, Technical Specifications of the item / work shall generally conform to the relevant CPWD specifications of the latest edition including amendments as issued from time to time.
2. Works not covered under paras as stated above, shall be carried out as per relevant Indian Standard specifications or Code of practice and/ or as instructed by the Employer or his representative.
3. Project execution philosophy:
 - a) Consortium of applicator and paint manufacturer shall deploy a team comprising of project manager, supervisors, quality inspectors, planning/billing engineer, safety supervisors, masons, helpers, painters etc. in adequate number to simultaneously start the repair and repainting works in minimum 9 towers simultaneously. Order of selection of the towers shall be based on random draw. 5 groups based on dwelling unit types (i.e. 2 BHK, 2+1 BHK, 3 BHK, 3+1 BHK and 4 BHK) shall be made for the purpose of draw. A group of 9 towers shall comprise of one no. of 2 BHK, one no. of 2+1 BHK, two nos. of 3 BHK, four nos. of 3+1 BHK and one no. of 4 BHK in the first lot. Second lot shall be like the first lot. Third lot shall comprise of all balance 9 towers.
 - b) Contractor shall submit a detailed execution plan considering the unhindered traffic movement in Savana premises during execution of the project.
 - c) Timeline for overall completion of any tower shall be 4+1 (cushion) months from the date of start of the work. Since, expenditure for the project shall be sponsored by the simultaneous EMIs from all residents of Savana, adherence to the timeline is essence for the success of the project.
 - d) Contractor shall submit the Running Account (RA) bills tower wise monthly. RA bills of any respective tower shall be checked by the committee of collegium members/authorized tower members within Ten (10) days from the date of submission of the bill and then forwarded to the Engineer-In-Charge for the final verification and release of payment.
 - e) In certain cases where temporary opening/dismantling of the already installed sheds is required, the same shall also be captured in the contractor’s plan. Contractor shall include the cost of opening and refixing of the sheds in its quoted

price. There shall be no separate SOR item for opening and refixing of the sheds.

4. Specification for plastering

- a) The background surface shall be cleaned of all dust, loose mortar droppings, traces of algae, efflorescence and other foreign matter by water or by brushing.
- b) Smooth surfaces shall be roughened by wire brushing or hacking for non-hard and hard surfaces respectively.
- c) Projections on surfaces shall be trimmed wherever necessary to get even surfaces. In case of brick or stone masonry, raking of joints shall be carried out wherever necessary.
- d) The background surface shall be allowed to dry out for sufficient period before carrying out the plaster work. The background surface shall not be soaked but only damped evenly thereafter before applying the plaster.
- e) In case of concrete work, projecting blurs of mortar formed due to the gaps of joints in shuttering shall be removed. Such surface shall be scrubbed clean with wire brushes. The surface shall be pock marked with a pointed tool at spacing of not more than 50 mm centres, the pocks being made not less than 3 mm deep to ensure a proper key for the plaster. The surface shall be washed off and cleaned of all oil, grease etc. and well wetted before the plaster is applied.
- f) 150mm wide, closely knit, 20-gauge chicken wire mesh stretched tight and fixed with G.I. "U" type nails shall be provided at all the masonry/ block work and RCC joints.
- g) Ready-mix plastering shall be done using pre-packed plaster ingredients as per manufacturer's specifications.
- h) The powder (ready mix) shall be mixed with clean water, preferably in clean plastic buckets to avoid mixing with impurities, ensuring thorough mixing by help of mixing rod or mechanical stirring for 2-3 minutes as to avoid formation of lumps and unmixed residues. The water to plaster ratio shall be maintained as per approved manufacturer's specification.
- i) Application of ready-mix plaster shall be in accordance with manufacturer's specifications. The plaster mix shall be applied within the time (after preparation of the mix) recommended by the approved Manufacturer. Curing shall be done in accordance with approved Manufacturer's recommendations.

5. Specification for painting

- a) For external surfaces - Protective and decorative exterior weather-shield paint with textured finish with 8 years Warranty of approved quality and brand for

exterior surfaces shall be of exterior grade, of premium quality confirming to IS: 15489 and having VOC less than 50 gm/ litre.

- b) Textured finish wall coating for exterior surfaces to form a crack free, flexible, tough, alkali & fungal resistant and UV resistant waterproof coating with silicone additives.
- c) For internal surfaces - Application of water-based paint of approved make and brand as per manufacturer's specification and approved, colour, shade and texture for painting of interior surfaces.
- d) **Preparation of Surface:** The surface shall be thoroughly cleaned and dusted off. All rust, dirt, scales, smoke splashes, mortar droppings and grease shall be thoroughly removed before painting is started. It shall then be sand papered and cleaned to give a smooth and even surface.
- e) Any old paint shall be removed with removing agent as per manufacturer's instructions. The surface affected by moss, fungus, algae, efflorescence shall be treated in accordance with IS 2395.
- f) All cracks, holes, undulations, unevenness shall be filled up and made even with putty. The surface then shall be allowed to be dry.
- g) 1-2 coats of primer shall be applied over the surface and the surface shall be allowed to be dry for 6-8 hours. After 6-8 hours, when the surface is dry, it shall again be sand papered and cleaned for a clean and smooth surface.
- h) The prepared surface shall have received the approval of the Engineer-in-Charge after and inspection, before painting is commenced.
- i) **Preparation of Paint:** Preparation of paint shall be as per manufacturer's instructions.
- j) **Application of Paint:** The paint mix shall be continuously stirred while applying for maintaining uniform consistency. Minimum 2 (two) coats of finish paint shall be applied. The painting shall be laid evenly and smoothly by means of crossing and laying off. The crossing and laying off consists of covering the area with paint, brushing the surface hard at first, then brushing alternately in opposite direction 2 to 3 times and then finally brushing lightly in a direction at right angles to the same. In this process, no brush marks, no hair marks no clogging of paint puddles shall be permitted. The full process of crossing and laying off will constitute one coat. The paint shall be applied by means of brush or roller. The surface on finishing shall present a flat, velvety smooth finish, even and uniform shade without patches, marks, paint drops etc.

SCHEDULE – G: Indicative List of Key Personnel

List of Key Personnel to be deployed on Contract Work

The Contractor shall employ full-time technically qualified staff during the execution of this work as under: -

Sr.No	Position	No. Of Resources	Minimum Qualification	Deployment
Key Personnel				
1	Project Manager	1	BE (Civil) + 20 Years' Experience into Construction Work or M.E. + 15 Year Experience	Full time for Project
2	Project Engineer	1	BE (Civil) + 17 year	Full time for Project
2	Sr. Civil Engineer	2	BE (Civil) + 13 Year of Experience into Construction Works or M.E. + 8 Year Min	Full time for Project
3	Jr. Civil Engineer	6	BE (Civil) +4 Year of Experience into Construction Works	Full time for Project
4	Sr. MEPF / Mechanical Engineer	1	BE (Electrical / Mechanical) + 10 Year of Experience into Construction Works	Full time when concern work ongoing
5	Sr. Electrical Engineer	1	BE (Electrical) + 10 Year of Experience into Construction Works	Full time when concern work ongoing
6	Jr. Electrical Engineer	1	BE (Electrical) +3 Year of Experience into Construction Works	Full time when concern work ongoing
7	Sr. Mechanical Engineer	1	BE (Mechanical) + 10 Year of Experience into Construction Works	Full time when concern work ongoing



8	Structural Design Expert	1	ME (Structure) + 8 Year of Experience	Periodic Visit / Asand when required
9	Contract Management	1	Shall Have experience of Min 11 Years	
10	Estimation & Billing Engineer	1	BE (Civil) +10 Year of Experience into Construction Works	Full time for Project
11	Bio Medical Specialist	1	Shall Have experience of Min 15 Years	Periodic Visit / Asand when required
12	Surveyor	1	At least 5-year experience	Full time for Project
13	Safety Engineer	1		Full time for Project
14	Lab Technician	1		Full time for Project
14	Storekeeper	1		Full time for Project
15	Administrative Team	1	Sufficient Manpower to be deployed to make sure all requirement of resources is available at all times so that work should not affected.	Full time for Project
16	Purchase Team	1		



Savana Welfare Association

SWA Office, Temporary Club, Stilt Parking Area
Tower-09, RPS Savana, Sec-8B, Faridabad (HR)

Registration No.:HR09-2017-02449

TENDER DOCUMENT

DOCUMENT NO.SWA-TR-0001
REV. A

SECTION – V: SPECIAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS OF CONTRACT (SCC)
SAFETY MANUAL



SPECIAL CONDITIONS OF CONTRACT

1. Special conditions of contract for construction of Renovation works for Notwithstanding any of the general conditions of the contract and General specifications, these special conditions will supersede the same in case of any variation between the two:
 - a) The Employer reserves the right to award the contract into parts to various contractors at any stage.
 - b) The specifications and mode of measurement as given in the schedule of quantities will supersede those given in the detailed specifications when they are contrary to each other.
 - c) The contractors are requested to study the CPWD specifications pertaining to the works carefully before quoting the rates.
 - d) The contractors shall quote the lumpsum amount/price studying the site carefully and after assessing the work, which must be carried out in the specified completion time.
 - e) All prices quoted by the contractor shall be firm. No price variations shall be payable on account of any fluctuations in the marked price of material & labour.
 - f) Employer shall issue, Electrical supply to the contractor free of cost at the site.
2. Rates of items not mentioned in the schedule of quantities shall be fixed by the owner based on fundamental rate analysis principle. The rate shall be derived based on actual cost of material and labour plus 15% (Fifteen percent) for the contractor's overhead and profits. The employer's decision in this matter shall be final and binding.
3. Contractor shall take formal approval of rate of extra item if any before execution.
4. All the sample are to be deposited to the clients and shall be kept in sample room. Prior approval to be obtained from architect before mass execution at site.

5. Contractor shall mobilise adequate resources to simultaneously work in full swing in 9 towers at a time. Selection of towers shall be decided by SWA in consultation with the contractor.
6. Time is the essence of the contract and contractor shall, if necessary, work for one or more shifts and work on holidays so that the work is completed in time. The contractor shall not be entitled to any extra payments for working more than one shift. The contractor shall prepare an integrated program chart for the execution of work, showing clearly all activities from the start of work to completion, with detail of manpower, equipment and machinery required for fulfilment within stipulated period or earlier and submit the same for approval of the site in charge within 15 days of the issue of LOI.
7. If at any time, it appears to engineer in charge that the actual progress of work does not conform to the approved program referred above, the contractor shall produce a revised program showing the modifications to the approved program by additional inputs to ensure completion of the work within stipulated time.
8. The submission of revised program or approved by the engineer in charge of such program or the furnishing of such particulars shall not relieve the contractor of any of his duties or responsibilities under the contract. This is without prejudice to the right of engineer in charge to act against the contractor as per term and conditions of the agreement. The program of construction shall be by way of bar charts/ pert charts etc. and it will be in conformity with the overall completion time, which is 15 (Fifteen) months for the entire work.
9. The contractor shall allow all other agencies, if required, to work side by side, so that the work is completed in specified completion time.
10. The contractor shall decide for supply of drinking water at their own cost at site. The contractor shall make their own arrangement for its storage and distribution at their own cost
11. Income –Tax shall be deducted at source from the payment to the contractor as stipulated and required under income tax act and rules,
12. GST as applicable shall be deposited by the client directly.
13. The Contractor shall take contractors all risk policy (CAR) including workmen compensation policy and submit to the client within 14 days of issue of Letter of Intent.
14. Regular challan / No dues from various departments like P.F., E.S.I. must be deposited quarterly / half yearly as per prevailing rules and regulation.
15. Contractor to deposit no dues of labour payment of past months for which payment to contractor has been done.
16. The contractor shall make proper security arrangements for the materials and their site and comply with the Rules and Regulations for security as may be required by the employer at his own cost.
17. The SWA may revise the Instructions during construction or before the execution of work for which nothing extra shall be payable.

18. The contractor should quote their rates uniformly for all floors irrespective of level of floors or the height of the floor. Nothing extra shall be payable on this account.
19. The contractor shall make their own arrangements for all tools, tackles, scaffolding and all shuttering materials, nails, ropes etc. required for execution of the work. Contractor shall also arrange for water jet machine etc.
20. No separate payments shall be made for making traffic layout plan.
21. In case the employer find that the works are not being executed by the contractor according to the time schedule and not in accordance with the specifications and satisfaction of the employer, the employer shall be at liberty to terminate the contract and in such case the employer shall not be liable to pay any compensation to the contractors and the employer shall be at liberty to engage another agency and in such a case the excess amount to be paid to the new agency shall be recoverable from the defaulting contractor.
22. The penalty for failure to achieve intermediate targets as under, irrespective of any arguments / justifications, shall be imposed at same rates as applicable for Liquidated Damages for delay i.e. 0.25% of contract value per week. The intermediate targets shall be reviewed on bi-monthly basis. L D for intermediate targets shall be imposed only on failure to achieve the stipulated targets and in case delay is covered in subsequent review periods, same shall be refunded along with next bill.
23. The contractor must complete all works under its scope in 15 months from the date of award of L.O.I.
24. In case the contractor leaves the job incomplete; the Employer shall forfeit his retention money and his earnest money and get the balance work completed at the contractor's risk and costs.
25. Wherever required, Contractor shall use only cup lock system or equivalent as approved scaffolding for external works.
26. If applicable, Contractor to submit the shuttering design to SWA before the construction. Contractor must provide, fix and maintain at site a board of 1.50x0.75 Metres 'fabricated with steel plates supported with M.S. angles, flats and U channels etc.' Board shall be having the white base paint having Bottle Green 35mm wide border and lettering of 100 mm height in Times New Roman font. The following information is to be displayed:
 - a) Name of the work
 - b) Name of the client.
 - c) Name of the Consultant
 - d) Name of the contractor
 - e) Tender amount
 - f) Period of construction mentioning the date of start and date of completion.



27. In case the contractor is not able to complete the work in the given time and to the satisfaction of the Employer, the Employer will enter the site at the entire risk & cost of the Contractor.
28. The defect found during the defect liability period as per clause 42.1 above in GCC shall be rectified by the contractor at his own cost.
29. The SWA will release Instruction(s) from time to time to the Contractor to execute the work and the same shall be checked by the Employer or his representative from time to time. Any discrepancy found shall be brought to the notice of SWA in above to smooth function of projects.
30. Contractors must get their own measurements of all hidden items with the site engineer. Employer will not be responsible for payment of such items which has not been entered in the Measurement Book.
31. The tender shall be valid for 90 (ninty) days from the date of submission of the tender.
32. SWA can at its discretion engage some other agencies which were L2 or L3 during bidding process, to expedite the project at any stage of the project.
33. Annual Maintenance of Works – The Contractor shall provide manpower for repair and upkeep of the Works done whenever required by the Employer within Defect Liability Period as per clause 42 above of GCC. The Contractor shall submit the AMC document with item description and unit rates for a period of 7 years after Defect Liability period, along with the bid.

EMPLOYER

CONTRACTOR

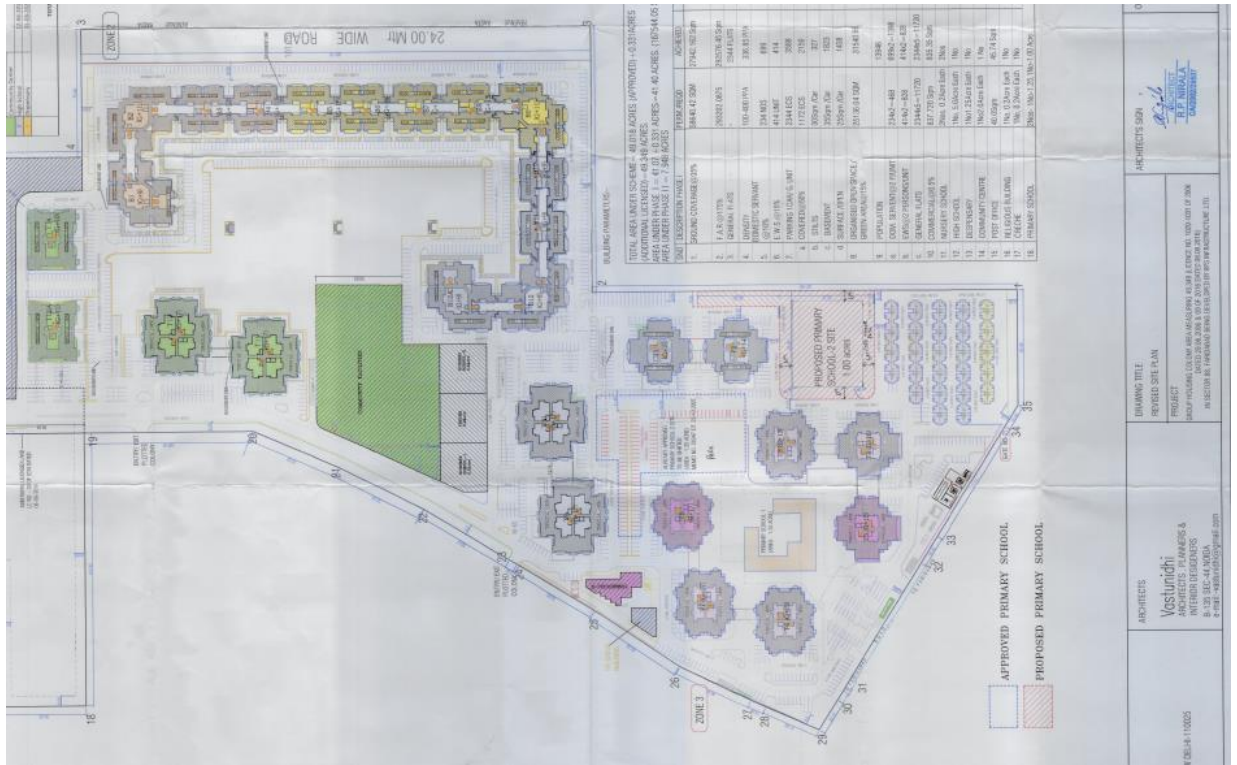
SAFETY MANUAL

(Standard Safety Manual of CPWD / Govt. Authorities shall be applicable for the work)

Type of safety violations and penalty system

PENALTY CLAUSE	SAFETY VIOLATION TYPE	PENALTY	REPORTED BY
1	For not using Personal Protective Equipment, (Helmet, shoes, Safety Belt etc.)	Rs. 100/- per day / item / person	Employer
2	Working at heights without safety belt, using non-standard scaffoldings / suitable arrangements and protection measures / arrangements as required for execution of works in high-rise buildings	Rs. 1,000/-per case per day	Employer
3	In absence of First Aid Box at the site	Rs. 500/-per case per day	Employer

SECTION – VI: LAYOUT OF RPS SAVANA



Hemant Kumar