

TOR (Term of Reference)

SECTION – 1

NOTICE INVITING TENDERS

NATIONAL INSTITUTE OF TECHNOLOGY, MANIPUR

Imphal the 1st April 2019

No: NITM.21/Engg/Tender/19-20/1 The Registrar, NIT Manipur on behalf of Director, NIT Manipur invites item rate tenders from approved and eligible Contractors, Joint Venture (JV) firms registered with CPWD/ PWD/BRO/ NBCC/NEEPCO/NHPC & Other Public Sector Enterprises for the stated work fully funded by TEQIP.

Location of work	Name of work	Tendered Cost	Earnest Money	Time Allowed for completion	Last date and time for receipt of tender form	Time and date of opening of tender	Cost of Bid Document
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
NITM Langol Campus	Extension of Mechanical workshop (Phase-I) at NITM Langol campus	49.99 Lakh	Rs. 1.00 Lakh	6 Month	1600 Hrs. on 30-04-2019	1400 Hrs. on 01-05-2019	500/-

The tender procurement cost and EMD as mentioned above for each work may be made by demand draft/Deposit at call receipt drawn in the favour of Director, NIT Manipur payable at Bank of Baroda, NITM Langol campus. The earnest money for the unsuccessful bidders will be returned on the day of bid opening.

The authorized tender documents are available in the institutes website. It is compulsory for the Bidder, at his own cost, responsibility and risk, to visit, examine and familiarize himself with the site of works and its surroundings including source of earth, water, aggregates etc. before submitting the bid.

The bidders may attend Pre-bid meeting on 26 April 2019 at 1400 hrs at the Office of Dean (P&D), NITM Langol Campus.

Registrar NITM
For and On behalf of Director, NITM

SECTION – 2: INSTRUCTIONS TO BIDDERS (ITB)

SECTION – 2

INSTRUCTIONS TO BIDDERS (ITB)

A. GENERAL

1. Scope of Bid

- 1.1 The Employer as defined in the Appendix to ITB (*Instruction to Bidders*) invites bids in electronic tendering system for the stated work
- 1.2 The successful Bidder will be expected to complete the Works by the Intended Completion Date as specified
- 1.3 Throughout these documents, the terms “bid” and “tender” and their derivatives (bidder/ tenderer, bid/ tender, bidding/ tendering, etc.) are synonymous.

2. Source of Funds; TEQUIP

3. Eligible Bidders

- 3.1 This Invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in Appendix to ITB. The applicant should be a private or government-owned legal entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV). In case of a JV,
 - a) all partners to the JV shall be jointly and severally liable; and
 - b) a JV shall nominate a representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JV during the prequalification process and, in the event the JV is pre-qualified, during the bidding process, and in the event the JV is awarded the Contract, during contract execution.
- 3.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government or any public undertaking, autonomous body, authority by whatever name called under the Central or the State Government.

4. Qualification of the Bidder

- 4.1 All bidders shall provide in Section – 3, Forms of Bid and Qualification information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 4.2 All bidders shall include the following information and documents with their bids in Section – 3, Qualification Information unless otherwise stated in the Appendix to ITB (*Instruction to Bidders*).

4.4 A Except the institute’s empaneled contractors, to qualify for award of the Contract, each bidder should have in the last five years:

- a) Achieved in any one year a minimum financial turnover (as certified by Chartered Accountant, and at least 50% of which is from Civil Engineering construction works) equivalent to amount given below:
 - (i) 60% of amount put to bid, in case the amount put to bid is Rs.200.00 Lakhs and less.
- b) , at least **similar nature of work** equal in value to one-third of the estimated cost of work

- 4.4 B (a)** Each bidder must produce:
- (i) The current income-tax clearance certificate;
 - (ii) An affidavit that the information furnished with the bid documents is correct in all respects; and
 - (iii) Such other certificates as defined in the Appendix to ITB (*Instruction to Bidders*). Failure to produce the certificates shall make the bid non-responsive.

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

- (i) the near relations (defined as first blood relations, and their spouses, of the bidder or the bidder's spouse) of persons listed in the Appendix to ITB.
- (ii) Without Government permission, any person who retired as Gazetted officer within the last two years of the rank and from the departments listed in the Appendix to ITB (*Instruction to Bidders*).

4.4.C To qualify for a package of contracts made up of this and other contracts for which bids are invited in the Notice Inviting Tender, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.

4.4.D If bidder is a Joint Venture, the partners would be limited to three (including lead partner). Joint Venture firm shall jointly and severally responsible for completion of the project. Joint Venture must fulfill the following minimum qualification requirement.

1. The lead partner shall meet not less than 50% of qualification criteria given in sub-clause 4.4 A (a) & (b) of ITB above.
2. Each of the remaining partners shall meet not less than 25% of all the qualifying criteria given in sub-clause 4.4 A (a) & (b) of ITB above.
3. The Joint Venture must also collectively satisfy the subject of the criteria of Clause 4.4 B and 4.4 C of ITB for this purpose the relevant figures for each of the partners shall be added together to arrive at the Joint Venture total capacity which shall be 100% of more.
4. In the event that the Employer has caused to disqualify under Clause 4.7 of ITB below all of the Joint Venture partners will be disqualified.
5. Joint Venture Applicants shall provide a certified copy of the Joint Venture Agreement in demonstration of the partners undertaking joint and several liabilities for the performance of any contract entered into before award of work.
6. The available bid capacity of the JV as required under Clause 4.6 of ITB below will be applied for each partner to the extent of his proposed participation in the execution of the work. The total bid capacity available shall be more than estimated contract value.

4.5 Sub-Contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria except to the extent stated in 4.4 A above.

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

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

Where

A = Maximum value of **similar nature of works** executed in any one year during the last five years (updated to the price level of the last year at the rate of 8 percent a year) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which bids are invited (period up to 6 months to be taken as half-year and more than 6 months as one year).

M = 2 or such higher figure not exceeding 3 as may be specified in the Appendix to ITB.

B = Value, at the current price level, of existing commitments and on -going works to be completed during the period of completion of the works for which bids are invited.

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

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

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

5. One Bid per Bidder

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

6. Cost of Bidding

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

7. Site Visit

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

B. Bidding Documents

8. Content of Bidding Documents

8.1 The set of bidding documents comprises the documents listed below and addenda issued in accordance with Clause-10 of ITB (*Instruction to Bidders*).

1. Notice Inviting Tender
2. Instructions to Bidders
3. Qualification Information
4. Conditions of Contract

5. Specifications
6. Drawings

7. Bill of Quantities
8. Form of Bid
9. Form of Acceptance, Form of Agreement, issue of Notice to Proceed with the work.

8.2 The bid document is available online on the institute's website.

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

9. Clarification of Bidding Documents and Pre-bid Meeting

9 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

10. Amendment of Bidding Documents

Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing online corrigendum.

C. Preparation of Bids

11. Language of Bid

11.1 All documents relating to the Bid shall be in the language specified in the Appendix to ITB.

12. Documents Comprising the Bid

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

First Cover: This shall be named Technical Qualification Part of Bid and shall comprise of:
Form of bid for First cover of the bid, as per format given in Section 6

- i) Demand Draft towards the Cost of Bid Document.
- ii) Earnest (Earnest Money) in any of the forms specified in ITB.
- iii) Copy of PAN Card issued by Income Tax Authorities .(
- iv) Contractor Registration certificate(except institute's empanelled contractor)
- vi) Annual Turnover Certificate from Chartered Accountant for last five financial years forms with breakup of civil works and total works each financial years. (except institute's empanelled contractor)
- vii) Joint Venture Agreement, in case of Joint Venture. viii) Affidavit regarding correctness of certificates ix) Any other documents as specified in the SBD.

Second Cover: It shall be named Financial Bid and shall comprise of:

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

The two covers must be contained in a single envelope (named of the work must be mentioned on the cover of envelope, otherwise such bid will not opened and rejected summarily) and addressed to the Registrar NIT Manipur, Langol PIN 795004. In case of postal delivery the institute will not take any responsibility for postal delay under any circumstances.

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

Section	Particulars
1	Notice inviting Tender
2	Instruction to the bidders
3	Conditions of Contract
4	Contract Data
5	Specifications
6	Drawings

13. Bid Prices

- 13.1** The Contract shall be for the whole Works, as described in Clause-1.1 of ITB (*Instruction to Bidders*), based on the priced Bill of Quantities submitted by the Bidder online.
- 13.2** The bidders shall download BoQ format from website and shall make entries to fill in rates in bill of quantities. The items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.
- 13.3** All duties, taxes, royalties and other levies payable by the Contractor under the Contract, or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder.
- 13.4** The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment.

14. Currencies of Bid

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

15. Bid Validity

- 15.1** Bids shall remain valid for a period of 30 (thirty) days after the deadline date for bid submission specified in Clause-20 of ITB. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 15.2** In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his Earnest Money. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his earnest money for a period of the extension, and in compliance with Clause-16 of ITB in all respects.

16. Earnest Money

- 16.1** The Bidder shall furnish, as part of the Bid, Earnest Money, in the amount specified in the Appendix to ITB.
- 16.2** The Earnest Money shall be in the form of Demand Draft of a nationalized bank, issued in favour of the name given in the Appendix to ITB.
- 16.3** Any bid not accompanied by an acceptable Earnest Money, unless exempted in terms given in the Appendix to ITB, shall be rejected by the Employer as non-responsive.
- 16.4** The Earnest Money of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in Clause-15.1 of ITB (*Instruction to Bidders*).
- 16.5** The Earnest Money of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.
- 16.6** The Earnest Money may be forfeited:
- a) if the Bidder withdraws the Bid after bid opening (technical bid) during the period of Bid validity;
 - b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
(i.) sign the Agreement; **and/or** (ii.) Furnish the required Performance Security.

- 17. Performance Security** The successful bidder/contractor shall provide to the employer a total Performance Security of 5% (five percent).

18. Advances NIL

- 19. Corrupt or Fraudulent Practices** The Employer requires the bidders/Contractors to strictly observe the laws against fraud and corruption in force in India, namely, Prevention of Corruption Act.

SECTION - 3 QUALIFICATION INFORMATION

Notes on Form of Qualification Information

The information to be filled in by bidders in the following pages will be used for purposes of post-qualification as provided for in Clause-4 of the Instructions to Bidders. This information will not be incorporated in the Contract. Attach additional pages as necessary.

1. Individual Bidders

- 1.1 Constitution or legal status of Bidder (Except Institutes empanelled contractors) *[attach copy]*

Place of registration: [Name of Agency/Department where registered
indicating registration number and Class of registration]
Principal place of business:

Power of Attorney (POA) means only to represent the contractor / *[attach copy]*
firm. In case work is to be executed by Power of Attorney holder, he
should liable to complete the entire work under the contract in full
shape and in no case of withdrawal of agreement by either party is
allowed till completion of the contract.

- 1.2 Total annual volume of civil engineering construction work executed and payments received in the last five years preceding the year in which bids are invited. (Attach certificate from Chartered Accountant) **(Applicable for those contractors who are not empaneled in the institute's contractors list.)**

Name of contractor:

Space for giving comments for bidder (Optional):

Year	(Rs. in Lakhs)

- 1.3 Work performed as prime Contractor (in the same name and style) on construction works of a **similar nature** and volume over the last five years. Attach completion & performance certificate from the Engineer-in-charge (Applicable for those contractors who are not empaneled in the institute's contractors list.)

Name of contractor:

Space for giving comments for bidder (Optional):

S.No.	Fin. Year	Project Name	Name of Employer	Description of Work	Contract No.	Value of Contract (in Cr.)	Date of Issue of Work Order	Stipulated period of completion	Actual Date of Completion	Remarks
1	2	3	4	5	6	7	8	9	10	11

- 1.4 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.

Name of contractor:

Space for giving comments for bidder (Optional):

S.No	Name of Bank	Address	Telephone	telex	Fax number
1					
2					
3					

- 1.5 Information on current litigation in which the Bidder is involved.

Name of contractor:

Space for giving comments for bidder (Optional):

Name of Work (With Agreement No. & Date)	Client	Work Order Amount (Rs. in Crores)	Disputed Amount Claimed in Litigation/ Arbitraion	Date of Raising disputed amount as dd/mm/yy	Actual Award, Amount, If the case is decided	Cause of Litigation & Matter in Dispute	Remark
1	2	3	4	5	6	7	8

Section – 4

***CONDITIONS
OF
CONTRACTS***

GENERAL CONDITIONS OF CONTRACT

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

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

Compensation Events are those defined in Clause-40 hereunder.

The Completion Date is the date of completion of the Works as certified by the Engineer

The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works.

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

The Contractor is a person or corporate body whose Bid to carry out the Works **The Contractor's Bid** is the completed bidding document submitted by the Contractor to the Employer.

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

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

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

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

The Defects Liability Period is six months for work value less than 60 Lakhs and one year if more than 60 lakhs.

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

The Employer is the party as defined in the Contract Data, who employs the Contractor to carry out the Works.

The Engineer is meant to the institutes Executive Engineer.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works, and to undertake routine maintenance as per provisions of the contract.

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

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

Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works and works of routine maintenance.

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

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

Site Investigation Reports are those that were included in the bidding documents and are reports about the surface and subsurface conditions at the Site.

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

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

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

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

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

The **Works**, as defined in the Contract Data, are what the Contract requires the Contractor to construct.

Nationalized Banks are the banks those specified in the contract data

2. Interpretation

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

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

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

- (1) Agreement,
- (2) Notice to Proceed with the Work,
- (3) Letter of Acceptance,
- (4) Contractor's Bid,
- (5) Contract Data,
- (6) Special Conditions of Contract Part-II,

- (7) General Conditions of Contract Part-I,
- (8) Specifications,
- (9) Drawings,
- (10) Bill of Quantities, and
- (11) Any other document listed in the Contract Data.

3. Language and Law

3.1 The language of the Contract and the law governing the Contract are stated in the Contract Data.

4. Engineer's Decisions

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

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

5. Delegation

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

6. Communications

6.1 All certificates, notices or instructions to be given to the Contractor by Employer/ Engineer shall be sent on the address or contact details given by the Contractor in Section 6 - Form of Bid. The address and contact details for communication with the Employer/ Engineer shall be as per the details given in Contract Data to GCC. Communications between parties that are referred to in the conditions shall be in writing. The Notice sent by electronic means shall be effective on confirmation of the transmission. The Notice sent by Registered post or Speed post shall be effective on delivery or at the expiry of the normal delivery period as undertaken by the postal service.

7. Subcontracting

7.1 The Contractor may subcontract part of the construction work up to 20 percent of the contract price if the Sub-Contractor is named in the Contract Agreement but will not assign the Contract. Subcontracting shall not alter the Contractor's obligations.

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

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

8. Other Contractors

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

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

9. Personnel

9.1 The Contractor shall employ for the construction work and routine maintenance, the technical personnel named in the Contract Data or other technical persons approved by the Engineer. The Engineer will approve any proposed

replacement of technical personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel stated in the Contract Data.

9.2 The Contractor's personnel shall appropriately be qualified, skilled and experienced in their respective trades or occupations. The Engineer shall have authority to remove, or cause to be removed, any person employed on the site or works, who carries out duties incompetently or negligently and persists in any conduct which is prejudicial to safety, health or the protection of the environment.

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

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

10. Employer's and Contractor's Risks

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

11. Employer's Risks

11.1 The Employer is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works in the Employer's country, the risks of war, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's employees), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or (b) a cause due solely to the design of the Works, other than the Contractor's design.

12. Contractor's Risks

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

13. Insurance

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

- a) loss of or damage to the Works, Plant and Materials;
- b) loss of or damage to Equipment;
- c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- d) Personal injury or death.

14. Site Investigation Reports

14.1 The Contractor, in preparing the Bid, may study Site Investigation Reports at his own cost.

15. Queries about the Contract Data

15.1 The Engineer will clarify queries on the Contract Data.

16. Contractor to Construct the Works and Undertake Maintenance

16.1 The Contractor shall construct, and install and maintain the Works in accordance with the Specifications and Drawings and as per instructions of the Engineer.

- 16.2** The contractor shall construct the works with intermediate technology, i.e., by manual means with medium input of machinery required to ensure the quality of works as per specifications. The contractor shall deploy the equipment and machinery as given in Contract Data.
- 17.** The Works and Routine Maintenance (to be Completed by the Intended Completion Date).
- 18. Approval by the Engineer**
- 18.1** The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, who is to approve them.
- 18.2** The Contractor shall be responsible for design of Temporary Works.
- 18.3** The Engineer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 18.4** The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 18.5** All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before their use.
- 19. Safety**
- 19.1** The Contractor shall be responsible for the safety of all activities on the Site.
- 20. Discoveries**
- 20.1** Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.
- 21. Possession of the Site**
- 21.1** The Employer shall handover complete or part possession of the site to the Contractor 7 days in advance of construction programme. At the start of the work, the employer shall handover the possession of at-least 75% of the site.
- 22. Access to the Site**
- 22.1** The Contractor shall allow access to the Site and to any place where work in connection with the Contract is being carried out, or is intended to be carried out to the engineer and any person/persons/agency authorized by:
- a. The Engineer
 - b. The Employer
- 23. Instructions**
- 23.1** The Contractor shall carry out all instructions of the Engineer, which comply with the applicable laws where the Site is located.
- 24. Dispute Redressal System**
- 24.1** If any dispute or difference of any kind what-so-ever shall arises in connection with or arising out of this Contract or the execution of Works or maintenance of the Works there under, whether before its commencement or during the progress of Works or after the termination, abandonment or breach of the Contract, it shall, in the first instance, be referred for settlement to the competent authority within 45 days of arising the dispute or difference, described along with their powers in the Contract Data, above the rank of the Engineer. The competent authority shall, within a period of forty-five days after being requested in writing by the Contractor to do so, convey his decision to the Contractor. Such decision in respect of every matter so referred shall, subject to review as hereinafter provided, be final and binding upon the Contractor. In case the Works is already in progress, the Contractor shall proceed with the execution of the Works, including maintenance thereof, pending receipt of the decision of the competent authority as aforesaid, with all due diligence.
- 24.2** Either party will have the right of appeal, against the decision of the competent authority, to the Standing Empowered Committee within 90 days of decision of the competent authority if the amount appealed against exceeds rupees one lakh.

24.3 The composition of the Empowered Standing Committee will be:

- I. One official member, Chairman of the Standing Empowered Committee, not below the rank of Registrar of the institute.
- II. One official member not below the rank of Executive Engineer;

24.4 The Contractor and the Employer will be entitled to present their case in writing duly supported by documents. If so requested, the Standing Empowered Committee may allow one opportunity to the Contractor and the Employer for oral arguments for a specified period. The Empowered Committee shall give its decision within a period of ninety days from the date of appeal, failing which the contractor can approach the appropriate court for the resolution of the dispute.

24.5 The decision of the Standing Empowered Committee will be binding on the Employer for payment of claims up to five percent of the Initial Contract Price. The Contractor can accept and receive payment after signing as “in full and final settlement of all claims”. If he does not accept the decision, he is not barred from approaching the courts. Similarly, if the Employer does not accept the decision of the Standing Empowered Committee above the limit of five percent of the Initial Contract Price, he will be free to approach the courts applicable under the law.

25. Arbitration

25.1 In view of the provision of the Clause-24 on Dispute Redressal System, it is the condition of the Contract that there will be no arbitration for the settlement of any dispute between the parties.

B. Time Control

26. Programme

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

26.4 The Contractor shall submit to the Engineer for approval an updated Programme at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.

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

27. Extension of the Intended Completion Date

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

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

28. Delays Ordered by the Engineer

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

29. Management Meetings

- 29.1** The Engineer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the plans for the Works.
- 29.2** The Engineer shall record the business of management meetings and provide copies of the record to those attending the meeting. The responsibility of the parties for actions to be taken shall be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all those who attended the meeting.

C. Quality Control

30. Identifying Defects

- 30.1** The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.
- 30.2** The Contractor shall permit the Employer's technical person(s) to check the Contractor's work and notify the Engineer and Contractor if any defects that are found.

31. Tests

- 31.1** For carrying out mandatory tests as prescribed in the specifications, the Contractor shall establish field laboratory at the location decided by Engineer.

32. Correction of Defects noticed during the Defect Liability Period

- 32.1.1** The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and ends after six months . The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 32.1.2** Every time notice of Defect/Defects is given, the Contractor shall correct the notified Defect/Defects within the duration of time specified by the Engineer's notice.

33. Uncorrected Defects and Deficiencies

- 33.1** If the Contractor has not corrected a Defect pertaining to the Defect Liability Period under Clause-32.1.1 and Clause- 32.2.2 of these Conditions of Contract, to the satisfaction of the Engineer, within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount, on correction of the Defect by another agency.

D. Cost Control

34. Bill of Quantities

- 34.1** The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning, maintaining works

35. Variations

- 35.1** The Engineer shall, having regard to the scope of the Works and the sanctioned estimated cost, have power to order, in writing, Variations within the scope of the Works he considers necessary or advisable during the progress of the Works. Such Variations shall form part of the Contract and the Contractor shall carry them out and include

them in updated Programmes produced by the Contractor. Oral orders of the Engineer for Variations, unless followed by written confirmation, shall not be taken into account.

36. Payments for Variations

- 36.1** If rates for variation items are specified in the Bill of Quantities, the Contractor shall carry out such work at the same rate. This shall apply for variations only up to the limit prescribed in the Contract Data. If the variation exceeds this limit, the rate shall be derived under the provisions of Clause-36.3 for quantities (higher or lower) exceeding the deviation limit.
- 36.2** If the rates for Variation are not specified in the Bill of Quantities, the Engineer shall derive the rate from similar items in the Bill of Quantities.
- 36.3** If the rate for Variation item cannot be determined in the manner specified in Clause-36.1 or 36.2, the Contractor shall, within 14 days of the issue of order of Variation work, inform the Engineer the rate which he proposes to claim, supported by analysis of the rates. The Engineer shall assess the quotation and determine the rate based on prevailing market rates within one month of the submission of the claim by the Contractor. As far as possible, the rate analysis shall be based on the standard data book and the current schedule of rates of the district public works division. The decision of the Engineer on the rate so determined shall be final and binding on the Contractor.

37. Cash Flow Forecasts

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

38. Payment Certificates

38.1 The payment to the contractor will be as follows for construction work:

- (a) The Contractor shall submit to the Engineer fortnightly/ monthly statements of the value of the work executed less the cumulative amount certified previously supported with detailed measurement of the items of work executed.
- (b) The Engineer shall check the Contractor's fortnightly/monthly statement within 14 days and certify the amount to be paid to the Contractor.
- (c) The value of work executed shall be determined, based on measurements by the Engineer.
- (d) The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
- (e) The value of work executed shall also include the valuation of Variations.
- (f) The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- (g) The payment of final bill shall be governed by the provisions of clause 50 of GCC.

38.2 The payment to the contractor will be as follows for routine maintenance (if applicable)

- (a) The Contractor shall submit to the Engineer a bill every month for the routine maintenance of the roads from the date the maintenance period starts i.e. from completion date as defined in Clause-1.1, it will be supported with a copy of the record of contractor's monthly inspection and other instructions received from the Engineer.
- (b) The payment will be made six-monthly for the monthly bills received during the previous six-months.
- (c) If the Contractor has failed to carry out the maintenance within the period specified by the Engineer, no payment of any kind will be due to the Contractor for that month.

39. Payments

- 39.1 Payments shall be adjusted for deductions for security deposit, performance security other recoveries in terms of the Contract and taxes at source, as applicable under the law.
- 39.2 Items of the Works for which no rate or price has been entered in the Bill of Quantities, will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

40. **Compensation Events:** Not applicable under any circumstances.

41. **Tax**

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

42. **Currencies**

All payments will be made in Indian Rupees.

43. **Retention and Release of Security Deposit and Performance Security.**

The Employer shall retain security deposit of 5% from each bill and this will be refunded after 6 months from the completion of work however performance security will be released along with the final bill on completion of work.

44. **Liquidated Damages**

44.1 Both, the Contractor and the Employer have agreed that it is not feasible to precisely estimate the amount of losses due to delay in completion of works and the losses to the public and the economy, therefore, both the parties have agreed that the Contractor shall pay liquidated damages to the Employer and not by way of penalty, at the rate per week or part thereof stated in the Contract Data for the period that the Completion Date is later than the Intended Completion Date. Liquidated damages at the same rates shall be withheld if the Contractor fails to achieve the milestones prescribed in the Contract Data. However, in case the Contractor achieves the next milestone the amount of the liquidated damages already withheld shall be restored to the Contractor by adjustment in the next payment certificate. The employer and the contractor have agreed that this is a reasonable agreed amount of liquidated damages and the total amount of liquidated damages shall not exceed 10% of the contract price. The employer may deduct liquidated damages from payments due to the contractors. Payment of liquidated damages shall not affect the contractor's other liabilities.

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

45. **Advance Payment**

NIL

46. **Securities**

46.1 The Performance Security equal to five percent of the Contract Price and additional security for unbalanced bids shall be provided to the employer not later than the dates specified in the letter of acceptance and this will be refunded on completion of work and security deposit deducted @5% from each bill is to be refunded after 6 months of works completion.

47. **Cost of Repairs**

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

E. Finishing the Contract

48. Completion of Construction

48.1 The Contractor shall request the Engineer to issue a certificate of completion of the construction of the works, and the Engineer will do so upon deciding that the works is completed.

49. Taking Over

The Employer shall take over the works within seven days of the Engineer issuing a certificate of completion of works

50. Final Account

50.1 The Contractor shall supply the Engineer with a detailed account of the total amount that the Contractor considers payable for works under the contract within 21 days of issue of certificate of completion of construction of works . The Engineer shall issue a defect liability certificate and certify any payment that is due to the Contractor for works within 42 days of receiving the Contractor's account if it is correct and complete. If the account is not correct or complete, the Engineer shall issue within 42 days a schedule that states the scope of the corrections or additions that are necessary. If the Account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate within 28 days of receiving the Contractor's revised account. The payment of final bill for construction of works will be made within 14 days thereafter.

50.2 In case the account is not received within 21 days of issue of Certificate of Completion as provided in clause 50.1 above, the Engineer shall proceed to finalise the account and issue a payment certificate within 28 days. The payment of final bill for construction of works will be made within 14 days thereafter.

51. Operating and Maintenance Manuals

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

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

52. Termination

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

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

- a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;
- b) the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
- c) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- d) the Contractor does not maintain a Security, which is required;
- e) the Contractor has delayed the completion of the works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in Clause-44.1;
- f) the Contractor fails to provide insurance cover as required under Clause-13;

- g) if the Contractor, in the judgments of the Employer, has engaged in the corrupt or fraudulent practice in competing for or in executing the Contract. For the purpose of this Clause, "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in Contract execution. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- h) if the Contractor has not completed at least thirty percent of the value of construction work required to be completed after half of the completion period has elapsed;
- i) if the Contractor fails to set up a field laboratory with the prescribed equipment, within the period specified in the Contract Data; and
- j) any other fundamental breaches as specified in the Contract Data.
- k) if the Contractor fails to deploy machinery and equipment or personnel as specified in the Contract Data at the appropriate time.

52.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.

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

53. Payment upon Termination

53.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for value of the work done and materials ordered less liquidated damages, if any, less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the Contract Data. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be recovered from the security deposit, and performance security. If any amount is still left un-recovered it will be a debt payable to the Employer.

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

54. Property

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

55. Release from Performance

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

F. Other Conditions of Contract

56. Labour

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

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

57. Compliance with Labour Regulations

57.1 During continuance of the Contract, the Contractor and his sub Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given in Appendix to Part- I General Conditions of Contract. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer. The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

58. Drawings and Photographs of the works

58.1 The contractor shall do photography/video photography of the site firstly before the start of the work, secondly mid-way in the execution of different stages of work and lastly after the completion of the work. No separate payment will be made to the contractor for this.

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

59. The Apprentices Act 1961

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

GENERAL CONDITIONS OF CONTRACT

SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK

- a) **Workmen Compensation Act 1923:** The Act provides for compensation in case of injury by accident arising out of and during the course of 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 the prescribed minimum years (say, five years) of service or more or on death the rate of prescribed minimum days (say, 15 days) wages for every completed year of service. The Act is applicable to all establishments employing the prescribed minimum number (say, 10) or more employees.
- c) **Employees P.F. and Miscellaneous Provision Act 1952:** The Act Provides for monthly contributions by the Employer plus workers at the rate prescribed (say, 10% or 8.33%). The benefits payable under the Act are:
 - i. Pension or family pension on retirement or death as the case may be.
 - ii. Deposit linked insurance on the death in harness of the worker.
 - iii. Payment of P.F. accumulation on retirement/death etc.
- d) **Maternity Benefit Act 1951:** The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- e) **Contract Labour (Regulation & Abolition) Act 1970:** The Act provides for certain welfare measures 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. The principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ prescribed minimum (say 20) or more contract labour.
- f) **Minimum Wages Act 1948:** The Employer is to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of buildings, roads, runways are scheduled employment.
- g) **Payment of Wages Act 1936:** 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 for not making discrimination against female employees in the matters of transfers, training and promotions etc.
- i) **Payment of Bonus Act 1965:** The Act is applicable to all establishments employing prescribed minimum (say, 20) or more workmen. The Act provides for payments of annual bonus within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.
- j) **Industrial Disputes Act 1947:** 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 down the establishment.
- k) **Industrial Employment (Standing Orders) Act 1946:** It is applicable to all establishments employing prescribed minimum (say, 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get these 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 & Regulation) Act 1986:** The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations 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 & Conditions of Service) Act 1979:** The Act is applicable to an establishment which employs prescribed minimum (say, five) 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 up to 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 the prescribed minimum (say, 10) or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 1% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as canteens, first-aid facilities, ambulance, housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- p) **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 the prescribed minimum (say, 10) persons or more with aid of power or another prescribed minimum (say, 20) or more persons without the aid of power engaged in manufacturing process.
- q) **List of Nationalized Bank**

1	State Bank of India (SBI) & its subsidiaries
2	Allahabad Bank
3	Andhra Bank
4	Bank of Baroda
5	Bank of India
6	Bank of Maharashtra
7	Canara Bank
8	Central Bank of India
9	Corporation Bank
10	Dena Bank
11	Indian Bank
12	Indian Overseas Bank
13	Oriental Bank of Commerce (OBC)
14	Punjab and Sind Bank
15	Punjab National Bank (PNB)
16	Syndicate Bank
17	UCO Bank
18	Union Bank of India
19	United Bank of India (UBI)
20	Vijaya Bank
21	IDBI Ltd.

FORM OF ADDITIONAL DECLARATION BY THE PRIME CONTRACTOR

(NOTE: This affidavit should be on a non-judicial stamp paper of appropriate value as per the Indian Stamp Act, 1899, and shall be attested by Magistrate/ Sub-Judge/ Notary Public)

I, (name of the Prime Contractor) son/daughter of resident of (full address), aforesaid solemnly affirm and state as under:

I hereby certify that, the work i.e..... (name and identification of work) shall be executed through the POA (Power of Attorney holder) i.e. Sri.....(Name of POA) / M/s.....(Name of the Firm of POA).

I hereby certify that, I shall provide all logistic support & expertise (road machinery, Laboratory equipments & technical personnel as furnished in the technical bids) to the POA holder for smooth & quality construction of the project under the contract.

I hereby certify that, in case of suspension of work by the POA or breach of agreement between POA holder, & myself I shall take over the work from POA holder for subsequent execution and completion.

I hereby certify that, in case of suspension of agreement between POA holder, & myself, I shall immediately inform the employer in written regarding discontinuation of the agreement.

Deponent
(Name & Signature of Prime Contractor)

Place:
Date:

Section – 5

SPECIFICATIONS & DRAWINGS

- A. The design and specifications prescribed are in accordance with the standard specification and drawing is available at site on request.

SECTION – 6 FORM OF BID

TECHNICAL QUALIFICATION FIRST COVER OF BID

To [Name of Employer]

Address [insert address]

Identification Number of Works

Description of Works

Dear.....

1. Having read the Bidding Documents , Requirements for submission of documents in ITB Clause 12, and acceptance of provisions for Fraud and Corruption in the Bidding Document, we submit in attachment all documents required in the Bidding Document together with all the Affidavits regarding the correctness of information/documents for the above stated bid.
2. We confirm that the Bid fully complies will all the requirements including the Bid Validity and Earnest Money as required and specified by the bidding documents.
3. **We certify that the information furnished in our bid is correct to the best of our knowledge and belief.**

Authorised Signatory

Name and Title of Signator.....

Name of Bidder

Address

.....

**FORM OF BID
FINANCIAL BID**

_____ [Date]

To [name of Employer] _____

Authorized Address of Communication:-
.....

Mobile No.:

Description of the Works _____

1. We offer to execute the works described above, remedy any defects therein, and carry out the routine maintenance in conformity with the Conditions of Contract, **(Total Bid Price)** Rs. _____ (in figures)
Rupees. _____ (in words)

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

3. This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive. We hereby confirm that this Bid complies with the Bid validity and Earnest money required by the bidding documents and specified in the Appendix to ITB.

Signature of Authorised Signatory

Name of Bidder

Address

FORMAT FOR THE AFFIDAVIT

(NOTE: This affidavit should be on a non-judicial stamp paper of appropriate value as per the Indian Stamp Act, 1899, and shall be attested by Magistrate/ Sub-Judge/ Notary Public)

I, (name of the authorized representative of the bidder)
son/daughter of resident of
..... (full address), aforesaid solemnly affirm
and state as under:

I hereby certify that all the information furnished with the bid submitted online in response to notice inviting bid
number date issued by
..... (authority inviting bids) for
..... (name and identification of work) are true and correct.

I hereby certify that I have visited, examined & verified the work site of the proposed project i.e.”
*.....” and familiarize with the site conditions, all
probable constraint and its surroundings including source of principal materials, earth, water, sand, aggregates
etc. before submitting the bid.

**I hereby certify that I have been authorized by
..... (the bidder) to sign on their behalf, the bid
mentioned in paragraph 1 above.

Deponent

Place:

Date:

* *Fill the name of work*

** *not applicable if the bidder is an individual and is signing the bid on his own behalf.*

Section – 7

BILL OF QUANTITIES

SECTION – 7 BILL OF QUANTITIES

PREAMBLE

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, Conditions of Contract, Specifications and Drawings.
- 2.1 For the construction of works, the quantities given in the Bill of Quantities are estimated, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor, verified by the Engineer, and valued
 - (a) at the rates and prices tendered in the Bill of Quantities in the case of item rate tenders; and
 - (b) at percentage rate above or below or at par of the Schedule of Rates as tendered by the contractor.
3. The rates and prices tendered in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the Contract, include all constructional plant, labour, supervision, materials, form works, erection, maintenance, insurance, profit, taxes and duties, labour cess & all levies as applicable, all lead, lift up to the site of work, together with all general risks, liabilities and obligations set out in the Contract.
5. The sub-soil investigation & designing of structures including preparation of working drawing has to be carried out by the contractor at his own cost, responsibilities & risk. While quoting the rates for such items, all such incidental expenses should be included.

SECTION – 8 STANDARD FORMS

(a) Letter of Acceptance

Notes on Standard Form of Letter of Acceptance

The Letter of Acceptance will be the basis for formation of the Contract as described in Clauses -30 and 31 of the Instructions to Bidders. This Standard Form of Letter of Acceptance should be filled in and sent to the successful Bidder only after evaluation of bids has been completed and approval of the competent authority has been obtained.

[on Letter head paper of the Employer]

[Date]

To:

[Name of the Contractor]

[Address of the Contractor]

This is to notify you that the Employer, namely, _____ has accepted your Bid dated _____ for execution of the _____ [name of the Contract and identification number, as given in the Contract Data] and routine maintenance (applicable for Stg-II/Full construction) of the works for five years for the Contract Price of Rupees _____ [amount in figures and words] as corrected and modified* in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are hereby requested to furnish Performance Security, (and additional security for unbalanced bids in terms of ITB Clause-27.3 and Clause-27.4,) [where applicable] in the form detailed in Cl. 31 of ITB for an amount of Rs. _____ within 10 days of the receipt of this letter of acceptance valid up to 45 days from the date of expiry of Defects Liability Period i.e. up to _____ and sign the contract, failing which action as stated in Cl. 31.3 of ITB will be taken.

Yours faithfully,

(Signature, name and title of signatory,
Executive Engineer OR Registrar
NIT Manipur

(b) Issue of Notice to proceed with the work

(On Letter head of the Employer)

_____ (Date)

To

_____ (Name and address of the Contractor)

Dear Sirs,

Pursuant to your furnishing the requisite performance security as stipulated in ITB Clause-31.1 and signing of the contract for the construction of _____, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory,
Executive Engineer OR Registrar
NIT Manipur

(c) Standard Form of Agreement

Notes on Standard Form of Agreement

The Agreement should incorporate any corrections or modifications to the Bid resulting from corrections of errors (Instructions to Bidders, Clause-26).

Standard Form: Agreement

Agreement

This agreement, made the _____ day of _____, between _____ [name and address of Employer] (hereinafter called “the Employer”) of the one part, and _____ [name and address of Contractor] (hereinafter called “the Contractor” of the other part).

Whereas the Employer is desirous that the Contractor execute _____ [name and identification number of Contract] (hereinafter called “the Works”) and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a cost of Rupees _____

NOW THIS AGREEMENT WITNESSETH as follows:

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

In witness where of the parties there to have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____ was here unto affixed in the presence of:

Signed, Sealed and Delivered by the said _____ in the presence of:

Binding Signature of Employer _____
Binding Signature of Contractor _____

BILL OF QUANTITIES FOR ITEM RATE BIDS

Name of Work: Extension of Mechanical Workshop (Phase-I) at NITM Langol Campus.						
Sl. No	Description of item	Quantity	Unit	Rate [in Rs.]		Amount
				In figures	In words	
1	2	3	4	5	6	7
1	Boring, providing and installation bored cast-in-situ reinforced cement pile of specified diameter and length below the pile cap M 25 in cement concrete, to carry a safe working load not less than specified, including the cost of steel reinforcement and cost of boring with casing and/ or bentonite solution and the length of the pile to be embedded in the pile cap etc. all completed (length of the pile for payment shall be measured up to bottom of pile cap) 400mm diameter piles	432.00	Rm			
2	Cement concrete for reinforced concrete in pile cap including form work complete as per drawing and technical specifications M25 grade	8.75	cum			
3	Steel work in single sections including cutting hoisting, fixing in position and applying a priming coat of red lead paint including fitting fixing with fasteners /rivets etc	316.67	Qtl			
	Beam I- section ISHB-250(114.5m)					
	Column I- section ISHB-300(42m)					

BILL OF QUANTITIES FOR ITEM RATE BIDS

Name of Work: Extension of Mechanical Workshop (Phase-I) at NITM Langol Campus.						
Sl. No	Description of item	Quantity	Unit	Rate [in Rs.]		Amount
				In figures	In words	
1	2	3	4	5	6	7
4	Providing wood work in frames of doors, windows, clerestory windows and other frames wrought, framed and fixed in position(Local Uningthou wood)	7.6	Cum			
5	25 mm wooden planking tongued and grooved in flooring including fixing with iron screws complete.	149.00	sqm			