

TENDER
FOR
REPAIR WORK OF HEAD OFFICE BUILDING
AT
HHEC, UYDOG MARG, SECTOR -2, NOIDA- 201301



NATIONAL HANDLOOM DEVELOPMENT CORPORATION LTD.

(A Government of India Enterprise)

4th Floor, Wegmans Business Park, Surajpur Kasana Road, Knowledger Park – III,

Greater Noida-201306

Tel. No.- 0120-2329600 Email: tender@nhdc.org.in Website:
<http://www.nhdc.org.in>

BID DOCUMENT

INDEX

S. No.	Subject	Annexure	Page No.
1	Notice Inviting Tender	A	3
2	Instructions for Online Bid Submission	B	5
3	Press Notice		12
4	Eligibility Criteria for Bidders	C	13
5	Instructions to bidders	D	14
6	Integrity Pact	E	18
7	Scope of work	F	26
8	General condition of contract (Part – I)	G	27
9	General condition of contract (Part – II)	G	35
10	Particular condition of contract	H	44
11	Special Conditions & Clauses of Contract	I	52
12	Additional Terms & Conditions for Civil & Electrical Works	J	78
13	List of Approved Make		81
14	Contract Agreement	K	83
15	Form of Performance Security Bank Guarantee Bond	L	85
16	Technical Bid Performa	M	87
17	Experience of Company	N	88
18	Undertaking	O	89
19	Warranty Form	P	90
20	BOQ	Q	91-93



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Notice Inviting e-Tender

Repairing and Water Proofing of Roof of HHEC Building, Udyog Marg, Sector-2, Noida

Sealed Item Rate Tender under Two Bid system are invited from eligible Composite Contractors for ***Repairing and Water Proofing of Roof of HHEC Building, Udyog Marg, Sector-2, Noida***

Sl	Item	Detail
1	Name of work	<i>Repairing and Water Proofing of Roof of HHEC Building, Udyog Marg, Sector-2, Noida</i>
2	Time for Completion	02 Months
3	Estimated Cost	Rs 9,73,594.00
4	Earnest Money Deposit (EMD)	<p>a. The amount of Earnest Money Deposit (EMD) of Rs 20,000.00 which shall be in the form of deposit at call receipt of a Scheduled Bank/ Fixed Deposit receipt of Scheduled Bank/Demand Draft of scheduled Bank issued / drawn in favor of NHDC Ltd, payable at Greater Noida, UP.</p> <p>b. NHDC will refund the EMD to all the unsuccessful applicants. No interest shall be payable on the EMD amount.</p> <p>c. NHDC reserves the right to forfeit the Earnest Money Deposit if the applicant fails or refuses to accept the offer from NHDC. NHDC may also decide to debar the said applicant from future assignments.</p>

5	Tender Document	The tender document may be downloaded from https://www.nhdc.org.in/tenders & https://eprocure.gov.in/eprocure/app from the date of tender upload.
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General Manager
National Handloom Development Corporation Ltd,
Head Office, Greater Noida



NATIONAL HANDLOOM DEVELOPMENT CORPORATION LTD.

(A Government of India Enterprise)

4th Floor, Wegmans Business Park, Surajpur Kasana Road, Knowledge Park – III,
Greater Noida-201306

Instructions for Online Bid Submission

E-Request for Proposal

Repairing and Water Proofing of Roof of HHEC Building, Udyog Marg, Sector-2, Noida

1. INTRODUCTION

1.1 The National Handloom Development Corporation Limited (NHDC) was set up in February, 1983 by the Government of India as a public sector undertaking under the ambit of Ministry of Textiles, Govt. of India in pursuance of the imperative need for a national level agency to assist the speedy development of the handloom sector with the help of 07 Regional Offices and 29 Branch offices.

1.2 NHDC is inviting online bids through two-bid system.

1.3 The tender documents are available on website **<https://eprocure.gov.in/eprocure/app>** and the same can be downloaded as per the schedule given in the CRITICAL DATE SHEET.

1.4 Bidders/Contractors are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderers for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at **<https://eprocure.gov.in/eprocure/app>**. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

1.5 Not more than one tender can be submitted by one contractor or contractors having business relationship. Under no circumstances, will

father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

1.6 Bidders, who have downloaded the tender from Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, shall not modify the tender form including downloaded price bid template in any manner. In case the same is found to be tampered with / modified in any manner, tender will be completely rejected and EMD shall be forfeited and the bidder is liable to be banned from doing business with NHDC.

1.7 NHDC reserves the right to reject any or all RFPs or cancel/withdraw the request inviting proposal without assigning any reason whatsoever and in such case no intending bidder shall have any claim arising out of such action.

1.8 Further clarifications, if any please mail us at tender@nhdc.org.in

INDICATIVE CRITICAL DATE SHEET

Date of Publishing	22.09.2023
Bid Document Download Starts	22.09.2023
Bid Submission Starts	22.09.2023
Bid Submission Ends	13.10.2023
Bid Opening Date	13.10.2023

Name

Address
.....
.....

Phone No

Email Id

Seal of the Firm.....

Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents/ tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should consider any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such

documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument / scan copy.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be submitted as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.
- 8) Data storage encryption of sensitive fields is done. Any bid document that is

uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 9) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 10) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 11) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 0120-4711508, 0120-4001002, 0120-4001005.

NATIONAL HANDLOOM DEVELOPMENT CORPORATION LTD

4th Floor, Wegmans Business Park, Surajpur Kasana Road, Knowledge
Park – III, Greater Noida-201306

PRESS NOTICE

The General Manager, NHDC Ltd, Head Office, Greater Noida invites on behalf of the Managing Director, NHDC Ltd online Item rate tender (**in two bids**) through e-tendering mode from eligible as Composite Contractor.

NIT No.: NHDC/HHEC/2023/02

Name of Work: Repairing and Water Proofing of Roof of HHEC Building, Udyog Marg, Sector-2, Noida

The bid forms and other details can be obtained from the website <https://eprocure.gov.in/eprocure/app>. The Tender details / documents are available also on www.NHDC.nic.in/tenders.

**General Manager
NHDC Ltd**

ELIGIBILITY CRITERIA FOR BIDDERS

1. The bidder should have minimum three years' experience as on Last day of the month previous to the one in which applications are invited in similar nature of works i.e Civil works construction, plumbing & sewerage, Electrical & Fire fighting. (Similar nature of works in Central Govt. offices/ State Govt. offices/ attached offices/ statutory bodies/ PSU departments). **From appropriate class Government Contractors** [License / Registration copy, as mentioned in point no. 2.2, (m) below].
2. The applicant should have also successfully completed similar works (in Civil works separately) in Central Govt. offices / State Govt. offices / attached offices / statutory bodies / PSU departments during last **seven years** ending *< Last day of the month previous to the one in which applications are invited >* either of the following:-
 - a) Three similar completed works costing not less than the amount equal to 40% of estimated cost put to tender
or
 - b) Two similar completed works costing not less than the amount equal to 60% of estimated cost put to tender
or
 - c) One similar completed works costing not less than the amount equal to 80% of estimated cost put to tender

(Their completion certificate along with cost of the work, period and nature of work in the prescribed Performa (Annexure –N) of the concerned department duly signed and notarized by the competent authority should be furnished)
3. The Tenderer should have the registered / Branch office in Greater Noida/NCR.
4. Self-certificate that they have not been indicted for any criminal, fraudulent or anti- competition activity and has not been blacklisted by any Govt. departments or otherwise.
5. All documents as stated in point no. 2.2 of Annexure – D must be submitted in Technical Bid.
6. Should have an average annual financial turnover of Rs. 1,00,00,000.00 on maintenance/ Roof Repair works during the last three financial years (2020-21, 2021–22, 2022-23) ending 31st March 2023.

INSTRUCTIONS TO THE BIDDERS

1. Earnest Money Deposit:

1.1. The Earnest Money of Rs. 20,000.00 - in the form of deposit at call receipt of a scheduled Bank/Fixed Deposit receipt of Scheduled Bank/Demand Draft of scheduled Bank issued / drawn in favor of **NHDC Ltd**, payable at New Greater Noida.

1.2. EMD to be submitted by bidders before 13.09.2023 (02.00 PM) at following address:

**NHDC Ltd
4th Floor, Wegmans Business Park
Surajpur Kasana Road, Knowledge Park – III
Greater Noida - 201306**

Note: - If EMD not received or not Found as per the prescribed manner, then technical Bid shall not be opened/considered of the bidder(s).

1.3. EMD as above mentioned will be accepted in above manner.

1.4. EMD shall remain valid for a period of 180 days. A bid received without Bidsecurity (EMD) shall be rejected at the bid opening stage.

1.5. The earnest money shall be refunded to the unsuccessful tenderers after finalization of the contract.

1.6. No interest is payable on the EMD/SD.

1.7. The bid security (EMD) may be forfeited, if a bidder withdraws his bid during the specified period of bid validity, specified in the bid documents. In the case of successful bidder, if the bidder fails to submit the agreement bond along with performance Guarantee within time specified in the Tender document after awarding of the contract, NHDC shall without prejudice to any other right or remedy available in Law, be at liberty to forfeit the earnest money absolutely.

1.8. Letter of authorization to attend bid opening.

2. Submission of bids:-

2.1. The tenderer should take care to submit all the information sought by the National Handloom Development Corporation Ltd in prescribed formats. Also, the tenderer has to give the following documents along with technical bid document to **online submission only**, wherever applicable in e-tender solution:

2.2.

(a) Scan copy E.M.D. of Rs 20,000.00.

(b) Scan Copy of PAN Card

(c) Copy of Income Tax Return for last three years (i.e. 2020-21, 2021-22 & 2022-23)

- (d) Copy of GST Registration Certificate.
- (e) Annual turnover of Rs 1,00,00,000.00 works for immediate last 3 consecutive financial year's i.e., 2020-21, 2021-22 & 2022-23 duly certified by Chartered Accountant.
- (f) Copy of Satisfactory completion certificate of similar nature of work (as per sr.no. 2 of Annexure –C, i.e. eligibility criteria for bidder.)
- (g) Copy of ESI Registration Certificate, if applicable.
- (h) Copy of EPF Registration Certificate, if applicable.
- (i) A self-certificate that they have not been indicted for any criminal, fraudulent or anti-competition activity and has not been blacklisted by any Govt. departments or otherwise as per Annexure 'O'.
- (j) Technical Bid Performa as per Annexure 'M'.
- (k) Complete Bank Details/ Cancelled Cheque.
- (l) Copy of Certificate of Incorporation/ Shop & Establishment Registration of Firm Certificate/ Memorandum and article of Association/ Partnership Deed/ Proprietorship Deed/ Declaration of proprietorship etc. as the case may be. Also, Tenderer to provide details for having the Registered / Branch office in Greater Noida.
- (m) Copy of Valid License/ Registration copy in appropriate class from C.P.W.D.s/ State P.W.D.s/ M.E.S./ Railways/ BSNL /MCD/NDMC Civil and Electrical wing or any other government body as Civil and Electrical contractor (composite).

Technical bid shall be opened on the date as mentioned in NIT. The financial bid of the tender shall be opened only for the tenders who qualify in the technical bid, and dates for same will be conveyed to qualified bidder.

2.3 Financial Bid:

Financial bid must be submitted online only at <https://eprocure.gov.in/eprocure/app>. The financial bid of the tenderer, whose technical bid is found to be suitable, will be opened in the presence of the tenderer, who desire to attend the opening of financial bid.

3. The site for the work can be seen on any working days during office hours by contacting Admin, NHDC, 4th Floor, Wegmans Business Park, Surajpur Kasana Road, Greater Noida - 201306. The tenderer are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting the tenders, the form and nature of site, the means of access to the site. A tenderer shall be deemed to have full knowledge of the site

whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

4. Canvassing whether directly or indirectly, in connection with tenders strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
5. The work shall remain open for acceptance for a period of 60 days from the date of opening of tenders. If any tenderer withdraws his tender before the said period, or issue of letter of acceptance/Indent whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable by the NHDC and, shall be without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money.
6. Rights of Acceptance/ Rejection:
General Manager, NHDC Ltd, Greater Noida reserves the right to reject all or any tender in whole, or in part, without assigning any reason thereof. The competent authority on behalf of NHDC does not bind him to accept the lowest or any other tender, and reserves the right to reject any or all of the tenders without assigning any reasons thereof. All the tenders, in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer, shall be summarily rejected.

7. PERFORMANCE GUARANTEE:

- 7.1 The successful contractor will be required to furnish an irrevocable PERFORMANCE GUARANTEE of 10% (Ten percentage) of the tendered amount in addition to other deposit mentioned elsewhere in the contract for his proper performance of the contract, (not withstanding and /or without prejudice to any other provisions in the contract) within 7 days of issue of letter of acceptance of tender.
- 7.2 The guarantee shall be in the form of demand draft/ banker's cheque or of Fixed Deposit Receipts pledged to General Manager (NHDC Ltd Payable at Greater Noida) or Irrevocable bank Guarantee Bonds of any scheduled bank or the State Bank of India in format as per Annexure- 'L'. In case a fixed deposit receipt of any bank is furnished by the contractor to NHDC as a part of performance guarantee and the bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to NHDC to make good the deficit.
- 7.3 The performance Guarantee shall be initially valid for a period up to sixty days beyond the Stipulated Contract Period. In case the Contract Period of work gets extended, the contractor shall get the validity of performance Guarantee extended, at his own cost; to cover such extended time for Contract Period.

7.4 EMD shall be returned after receiving of Performance Guarantee and Contract Agreement, to successful bidder.

- 8 Letter of acceptance of tender shall be issued in the first instance informing that the successful tender in the decision of the competent authority to accept his tender and commencement of work award letter shall be issued only after the performance Guarantee in the prescribed form is received, In case of failure of the contractor to furnish the performance Guarantee within the specified period, The NHDC shall without prejudice to any other right or remedy available in Law, be at liberty to forfeit the earnest money absolutely.
- 9 On acceptance of the tender, the name of the accredited representative (s) of the contractor, who would be responsible for taking instructions from the Engineer, shall be communicated in writing to the NHDC.
- 10 Rates quoted shall be deemed to have inclusive of cost of manpower, material, machinery, tools and plants, all taxes including GST, duties and levies, labour-cess & insurance etc. complete. No escalation of whatsoever nature, shall be payable.
- 11 The tenderer shall produce their valid enlistment with the appropriate authority for all types of taxes, GST, cess, duty, contribution etc.
- 12 **Award of work** :
 - i The selection of the agency will be at the sole discretion of the NHDC Ltd, who reserves the right to accept one or to reject any or all the tenders without assigning any reasons thereof.
 - ii The contract shall be awarded to the best qualified responsive tender.
 - iii Upon evaluation of offers, the written notification for award of contract will be intimated to the successful tenderer to start the work.

**General Manager,
National Handloom Development Corporation Ltd**

Sign of Contractor:

Date:

Place:

INTEGRITY PACT

To,
.....,
.....,
.....

Sub: NHDC/Admin-W/2023/02

“Repairing and Water Proofing of Roof of HHEC Building, Udyog Marg, Sector- 2, Noida”.

Dear Sir,

It is here by declared that NHDC is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the NHDC.

Yours faithfully

**GM
Head Office
Greater Noida**

INTEGRITY PACT

To

THE General Manager
NHDC Ltd
Greater Noida -201306.

Sub: Repairing and Water Proofing of Roof of HHEC Building, Udyog Marg, Sector-2, Noida

Dear Sir,

I/We acknowledge that NHDC is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by NHDC. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, NHDC shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully,

(Duly authorized signatory of the Bidder)

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of GM, NHDC, Greater Noida.

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this
.....d
ay of
.....20.....

BETWEEN

General Manager NHDC 4th Floor, Wegmans Business Park, Surajpur Kasana Road, Greater Noida - 201306. (Hereinafter referred as the 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

(Name and Address of the Individual/firm/Company)

.....
.....
..... through
.....

(Hereinafter referred to as the (Details of duly authorized signatory)

"Bidder/Contractor" and which expression shall unless repugnant to the meaning or context thereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal/ Owner has floated the Tender (NIT

No. _____) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract work

Repairing and Water Proofing of Roof of HHEC Building, Udyog Marg, Sector-2, Noida

Herein after referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter

into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
- 2)
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal/Owner shall Endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 3) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

- a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitive or to cartelize in the bidding process. Competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both.
 - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
 - f) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of

force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s) /Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract Award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- 2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the

Principal/ Owner.

- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly Signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 6 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/determined by the Competent Authority, NHDC.

Article 7- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and Jurisdiction is the AC&RD of the NHDC of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

(For and on behalf of Managing Director

General Manager

NHDC Ltd, Greater Noida

(For and on behalf of Bidder/Contractor)

WITNESSES:

1.
(Signature, name and address)

2.
(Signature, name and address)

Place:Dated:

SCOPE OF WORK

Name of work: *Repairing and Water Proofing of Roof of HHEC Building, Udyog Marg, Sector-2, Noida*

Design & Scope

The following provisions have been made in the estimate for **Repairing and Water Proofing of Roof of HHEC Building, Udyog Marg, Sector-2, Noida**

Scope of work: - The roof of the building is leaking and required repair in existing HHEC building, Udyog Marg, Sector 2, Noida of Uttar Pradesh.

1. The roof is to be repaired and anti-leaking treatment has to be done to prevent any future leakage.
2. The brick tiles that are lying depressed at various locations on the roof will be attended in respect of proper grading.
3. Repair and making of khurra and other structures for proper follow of rain water.

GENERAL CONDITIONS OF CONTRACT

1 Definitions

In the Contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- (i) “Employer” means the National Handloom Development Corporation Ltd and the legal successors in title to National Handloom Development Corporation Ltd.
- (ii) “Engineer” means the person appointed by National Handloom Development Corporation Ltd to act as an Engineer for the purpose of the Contract.
- (iii) “Contractor” means an individual or firms (proprietary or partnership) whether incorporated or not, that has entered into contract (with the employer) and shall include his/its heirs, legal representatives, successors and assignees. Changes in the constitution of the firm, if any, shall be immediately brought to the notice of the employer, in writing and approval shall be obtained for continue performance of the contract.
- (iv) “Contract” means the conditions, the Specifications, the Bill of Quantities, the Tender, the Letter of acceptance, the Contract Agreement (if completed) and such other documents as may be expressly incorporated in the Letter of Acceptance or Contract Agreement. (As per Annexure ‘H’)
- (v) “Specification” means the specification of the works included in the contract and any modification thereof. The items of works shall be executed in strict accordance of CPWD specifications.
- (vi) “Drawings” means all the completion drawings, calculations and technical information of a like nature provided by the Engineer to the Contractor under this contract and all drawings, calculations, samples, patterns, models, Repair/Repairs and Maintenance manuals and other technical information of a like nature submitted by the Contractor and approved by the Engineer.
- (vii) “Bill of Quantities” means the priced and completed bill of quantities forming part of the Tender.
- (viii) “Tender” means the Contractor's priced offer to the Employer for the execution and satisfactory completion of the works and the remedying of any defects therein in accordance with the provisions of the Contract, Specification as accepted by the Letter of Acceptance. The word Tender is synonymous with “Bid” and the words “Tender Documents” with “Bidding Documents”.
- (ix) “Letter of Acceptance” means the formal acceptance of the tender by National Handloom Development Corporation Ltd in writing.

- (x) "Contract Agreement" means the contract agreement (if any) referred to contract agreement as per Annexure 'H.
- (xi) "Appendix to Tender" means the appendix comprised in the form of Tender annexed to these Conditions.
- (xii) "Commencement Date" means the date on which the Contractor received the Notice to start the works.
- (xiii) "Time for Completion" means the time period for which the contract has been allowed to be completed by the employer to the contractor.
- (xiv) "Taking over Certificate" means a certificate issued by employer evidencing successful and satisfaction completion of the awarded work as per contract agreement.
- (xv) "Contract Price" means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works and the removing of any defects therein in accordance with the provisions of the Contract.
- (xvi) "Extra Item Price" Any items of works required to be executed in the interest of NHDC but this item not available in the contract agreement shall have to be executed by the contractor as an extra item without any objection. The proposed extra item if available in DSR 2021, the rates will be calculated on the basis of DSR' 2021 rates plus applicable Cost Index as on date of award of work. Otherwise, rates of this item will be analyzed on the basis of prevailing market rates plus 15% (contractors profit and over heads) and the same has to be accepted by contractor without any objection.
- (xvii) "Retention Money" means the aggregate of amount retained by the Employer as Security Deposit.
- (xviii) "Works" means the Permanent Works and the Temporary Works or either of them to be executed in accordance under the contract and contract specifications.
- (xix) "Site" means the places provided by the Employer to the Contractor.
- (xx) "Cost" means all expenditure properly incurred or to be incurred, whether on or off the Site, including overhead and other charges but does not include any allowance for profit.

2. Engineer's Duties and Authority

- a) The Engineer shall carry out the duties specified in the Contract.

3. Custody and Supply of Drawings and Documents

The Drawings shall remain in the sole custody of the Employer/Engineer, but copies as required thereof shall be provided to the Contractor for free solely

for the purpose of this contract.

4. Inspection of site

The Contractor shall inspect and examine the site, and its surrounding and shall satisfy himself before submitting his tender as to the nature of the ground and subsoil (so far as is practicable), the form and nature of the site, the quantities and nature of work and material necessary for the completion of the works and the means of access to the site, the accommodation he may require and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

5. Sufficiency of Tender

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the schedule of quantities, which rates and prices shall except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works.

6. Contractor's Employees

The Contractor shall provide qualified and experienced technical staff on site of work inconnection with the Works and for remedy of any defects therein.

7. Engineer at Liberty to Object

The Engineer shall be at liberty to object, to remove forthwith from the Works, any person provided by the Contractor who, in the opinion of the Engineer, misconducts himself, or is incompetent or negligent in the proper performance of his duties, or whose presence on site is otherwise considered by the Engineer to be undesirable, and such person shall not be again allowed upon the Works without the consent of the Engineer. Any person so removed from the Works shall be replaced immediately.

8. Safety, Security and Protection of the Environment

The Contractor shall, throughout the execution and till completion of the Worksand the remedying of any defects therein:

(i) 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 or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such persons, and

(ii) Provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Engineer or by any duly constituted authority for the protection of the Works or for the safety and convenience of the public or others, and

(iii) Take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others, resulting from pollution, noise or other causes arising as a consequence of his methods of doing work activities under the contract.

(iv) All safety rules prescribed by the Government shall be strictly observed to execute the work and safety of manpower deployed.

9. (A) Insurance of work by the Contractor for his liability:

(i) During the execution of the work any loss or damage to the property and life of his employee arising from a cause for which contractor is responsible.

(ii) For loss or damage occasioned by the Contractor in the Course of any work carried out by him for the purpose of complying with his obligations.

(iii) It shall be the responsibility of contractor to notify the Insurance Company of any change in the nature and extent of the works and to ensure the adequacy of the Insurance cover at all times during the period of contract.

(B) Damage to Persons and Property

The Contractor shall, except if and so far as the Contract provides otherwise, indemnify the Employer against all losses and claims in respect of :

(a) Death of or injury to any person, or

(b) Loss or damage to any property (other than the Works):

Which may arise out of or in consequence of the Roof Repair of the works and the remedying of any defects therein, and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof.

10. Accident or injury to Workmen

The Employer shall not be liable for or in respect of any damages or compensation

payable to any workman under Compensation – Act for death or injury resulting from any act or default of the contractor. The contractor shall indemnify and keep indemnified the Employer against all such damages and compensation and expenses whatsoever in respect thereof or in relation thereto.

10.1 Evidence and Terms of Insurance

The contractor shall take out appropriate insurance to cover his work and workers and staff employed by him fully. The contractor shall provide evidence to the Engineer/Employer as soon as practicable after the respective insurance have been taken out but, in any case, prior to the start of work at the Site that insurance required under the Contract have been affected.

10.2 Compliance with Statutes and Regulations:

The Contractor shall conform in all respects, including by the giving of all notices and the paying of all fees, with the provision of:

- (a) Any National or State Statute, Ordinance, or other Law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the execution and completion of the Works and the remedying of any defects therein, and
- (b) The rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works, and the Contractor shall keep the Employer indemnified against all penalties and liability of every kind for breach of any such provision.
- (c) Any changes required for approval due to revision of the local laws.

11. Default contractor in Compliance

In case of default on the part of Contractor in carrying out such instruction within the time specified therein or, if none, within a reasonable time, the Employer shall be entitled to employ and pay other persons to carry out the same and all costs consequent thereon or incidental thereto shall, be determined by the Engineer and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer From any payments due, or to become due, to the Contractor and the Engineer shall notify the Contractor accordingly.

12. Time for Completion

The time limit of work shall be as mentioned in the letter of commencement and shall be **02(Two)Months** from the date of issue of letter.

13. Extension of Time for Completion

The extension of the period can only be granted on the valid and unavoidable grounds by the competent authority if he satisfies himself on the ground mentioned.

14. Termination of Contract:

The employer reserves its right to terminate the contract/works by giving 15 days' notice at any time during currency of the contract if the services of the agency are not found satisfactory as per the opinion of employer or his representative for which no claim or compensation shall be entertained by the Employer.

15. Defect Identification and its rectifications

Agency shall immediately attend the defects after getting intimation at site. Defect Liability period shall be One Year from the date of completion of work under Bill of Quantities for measurable works. The contractor shall rectify at his own expenses, any defect in the work carried out by him during this period. On failure of the contractor to do so, the same shall be completed by the Employer at the risk and cost of the contractor.

16. Compensation for Delay

If the Contractor fails to complete the work in time, then he/she is liable to pay compensation @ 0.5 % per week of delay subjected to maximum 10 % of Tendered value.

17. Contractor's Failure to Carry out Instructions

In case of default on the part of the Contractor in carrying out defect rectification works, the Employer/Engineer shall be entitled to employ and pay other persons to carry out the same and if such work, in the opinion of the Engineer, the Contractor was liable to do at his own cost under the Contract, then all costs consequent thereon or incidental thereto shall be determined by the Engineer and shall be recoverable from the Contractor by the Employer, and may be Deducted by the Employer from any payment due or to become due to the Contractor.

18. Method of Measurement

The works shall be measured net, notwithstanding any general or local custom, except where otherwise provided in the Contract. The method of measurements shall be followed as per the CPWD Norms / Specifications.

19. CERTIFICATES AND PAYMENTS

The contractor shall submit a bill in three copies by every month for the work executed up to the date of previous month in the tabulated form approved by the Engineer – In - Charge. The bill must be supported with the following documents.

- a) Measurement of all the works executed.
- b) Abstract of the bill.
- c) Test Reports / Manufacturing tests.
- d) Users Certificate in final bill.
- e) Challan / Invoice of ESI & EPF, if applicable.

20. Deduction of Income tax,

The amount to be deducted towards the income tax shall be at the rate applicable.

21. Performance Guarantee:

Within seven days of issue of letter of intent of work/ acceptance of tender, the Contractor shall submit a Performance Guarantee for proper performance of the Contract in the form as specified in the contract. The Performance guarantee shall be initially valid for the duration of the contract period plus 60 days.

The performance security can be in-cashed by the Employer to recover any amount which is payable by the contractor to the Employer on any account for a cause arising out of the contract.

22. Correction of Certificates:

The Engineer may have issued any Interim Payment Certificate, the correction or modification in any previous Interim Payment Certificate which has been issued by him, and shall have authority, if any work is not being carried out to his satisfaction, to omit or to reduce the value of such work in any Interim Payment Certificate.

23. Final Certificates:

Within 30 days after receipt of the Final Statement, and the written discharge, the Engineer shall issue to the employer (with a copy to the contractor) a Final Certificate stating:

- (a) The amount which, in the opinion of the Engineer, is finally due under the Contractor, and
- (b) After giving credit to the Employer for all amounts previously paid by the employer and for all sums to which the Employer is entitled under the contract.

24. Default of Contractor:

If the performance of the contract is not satisfactory and not corrected within 15 days of receiving notice, then employer shall be at liberty to terminate the contract and get the work executed through other means at the risk and cost of the Contractor.

25. Amicable Settlement of Dispute:

The party shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or the interpretation thereof.

26. Arbitration:

Any dispute and differences relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship of materials used in the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions or these conditions or otherwise concerning the works or the execution of failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof in respect of which amicable settlement has not been reached shall be referred to the Sole Arbitrator appointed by the National Handloom Development Corporation Ltd who shall proceed as per the Arbitration Act, 1996.

26.1 The Work under the contract shall continue, during the Arbitration proceedings.

26.2 The award of the Arbitrator shall be final, conclusive and binding on both the parties.

27. Payment on Termination:

In the event of termination of the contract, employer shall be at liberty to get balance work done at the risk and cost of the contractor and due payment of the contractor, if any, shall be released after the completion of whole of the works.

**General
Manager National Handloom
Development Corporation
Ltd,**

Sign of Contractor:

Date:

Place:

Annexure – G (PART II)

GENERAL CONDITIONS OF CONTRACT

1. Wherever any reference to any Indian Standard Specifications/ International Standard occurs in the documents relating to this contract, the same shall be inclusive of all amendments issued there-to or revisions thereof, if any, up to the date of receipt of tenders.
2. Samples for particular items of work shall be prepared, where so specifically desired by Engineer-in-charge, for prior approval of the Engineer-in-charge, before taking up the same on mass scale and nothing shall be payable on this account.
3. The contractor shall take instructions from the Engineer-in-charge for stacking of materials at site. No excavated earth or building materials shall be stacked on areas where the buildings, roads, services or compound walls or any other structure are to be constructed.
4. If as per municipal rules, or due to any other restrictions, the huts for laborer's are not to be erected at the site of work by the contractors, then the contractors shall provide such accommodation at such locations as are acceptable to local bodies, or contractor shall make his own alternative arrangement for stay of laborer's outside the site of work, for which nothing extra shall be payable.
5. If ISI marked products are available, the contractor shall use only ISI marked Products. In other cases, the materials shall conform to CPWD specifications. In case a materials/product is neither covered by ISI nor by CPWD specification, the work shall be carried out as per sound engineering practice, in such case, the decisions of the Engineer-in-charge shall be final & binding. In such cases Engineer-in-charge shall satisfy himself about the quality of such materials and give his approval in writing. Only articles classified as first quality by the manufacturers shall be used, unless otherwise specified. All materials not bearing ISI mark shall be tested as per relevant ISI specifications. The Engineer-in-charge may relax the condition regarding testing if the quantity of the materials required for the work is small. In all cases

of use of ISI marked materials, proper proof of procurement of materials from authentic manufacturers shall be provided by the contractor to the entire satisfaction of Engineer-in-charge.

6. Some restrictions may be imposed by the security staff etc. on the working and for movement of labour, materials etc. The contractor shall be bound to follow all such restriction / instructions and nothing extra shall be payable on this account.
7. Other agencies doing works related with this project will also simultaneously Executethe work and the contractor shall afford necessary facilities for the same. The contractor shall leave such necessary holes, opening etc., for laying/burying in the work pipes, cables, conduits, clamps, boxes and hooks for fan clamps etc. as maybe required for other agencies. Conduits for electrical wiring/cables will be laid in such a way that they leave enough space for concreting and do not adversely affect the structural members. Nothing extra over the agreement rates shall be paid for the same. The contractor shall extend necessary co-operation to other such agencies without any claim on this account.
8. Stacking of materials and excavated earth including its disposal shall be done as per the directions of the Engineer-in-Charge. Double handling of materials or excavated earth, if required, shall have to be done by the contractor at his own cost.
- 8.1 Any Cement slurry, required to be added over base surface for bond or for continuation of concreting, its cost shall be deemed to have been included in the respective items, unless specified otherwise and nothing extra shall be payable nor extra cement shall be considered in the cement consumption on this account.
9. No claim for idle establishment & labour, machinery & equipment's, tools & plants and the like, for any reason whatsoever, shall be admissible during the execution of work as well as after its completion.
10. (a) The Special work will be carried out in the manner complying in all respect with the requirements of relevant bylaws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-charge and nothing extra will be paid on this account

The Special Work may require to be carried out as per local Municipal Corporation or such local body-Bylaws and the contractor in such cases shall produce necessary completion certificate from such authorities after completion of the work.

11. The contractor shall give a performance test of the entire installation(s), as

per standing specifications, before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for the test.

12. Any damage to work resulting from weathering conditions, defacing or from Any other cause such as negligent act on the part of contractor, until the work is taken over by the Department after completion of work, shall be made good by the contractor at his own cost.

- (a) The contractor must ensure that there should be no damage to the supporting RCC members.

13. The order of preference in case of any discrepancy as indicated in condition no 8.1 under “Conditions of Contract” given in General conditions of contract for Central P.W.D. works 2014 with up-to-date amendments form may be read as the following:

- i. Description of item nomenclature in the schedule of quantities.
 - ii. Particular specifications for Repair and Rehabilitation works (if applicable)
 - iii. Particular specifications.
 - iv. Additional and Special conditions.
 - v. Contract Clauses of General conditions of contract for Central P.W.D.works.

14. The words “Equivalent”, “Approval” and authorized” in these specifications Shall imply and require written approval of the Engineer-in-Charge.

15. The rates shall include the following: -

- (a) All necessary materials, bolts, nuts, fasteners, nails, screws, raw plugs, etc. as may be necessary to complete the work detailed in the specifications, whether or not specifically mentioned. The tenderer Should ensure that he has studied the drawings carefully and should seek any clarifications he may have from the GENERAL MANAGER of the work. No extra claims will be entertained later on.

16. The GENERAL MANAGER has got the right to accept or reject the tender as whole or part of it and no claims what so ever will be entertained on this account.

17. No payment will be made to the contractor for damages caused by rains during execution of the works and no claim on this account will be entertained.
18. The dismantling wherever required shall be done in a manner so that no other portion of the building or its fixtures is damaged. If any damages are done to the building it will be made good by the contractor at his own cost and no claim whatsoever will be entertained on this account.
19. The rates for all items of work shall (Unless clearly specified) include the cost of all labour material and other aspects involved in the execution of work.
20. The contractor shall make his own arrangement for getting the permission (to ply the trucks) from the traffic police.
21. The contractors are advised to get acquainted with the proposed work and its site and also study the specifications and conditions carefully before tendering. No claim of any sort shall be entertained on account of any site conditions and ignorance of specifications and special conditions.
22. All dismantled materials/ Building rubbish/ Malba and other such material received and collected by the contractor during the course of execution of work will be removed from the site of work immediately as directed by the Engineer-in-Charge.
23. Tender with contradictory conditions/ Rebate will be rejected straight away.
24. Full quantity of material purchased from authorized dealers with their cash memos like paint/ distemper/ cement paint/ OBD/ plastic emulsion of the firm indicated in the items or elsewhere shall be deposited with the site Engineer concerned before starting execution.
25. The sub-standard work shall be rejected outright and shall not be measured and nothing extra shall be paid for it. The decision of the Engineer-in-charge shall be final and binding in this regard.
26. In case material consumed is less than the permissible variation then the

work beyond theoretical consumption i.e. variation shall be treated as substandard and quantity for payment purpose will be restricted to as per material actually consumed.

27. The material such as paint and primers etc. as required shall be of approved brand and manufactures, and of required shade and confirming (in all respects) to the relevant I.S. specifications.
28. The work if required to be executed in odd hours, the agency shall plan the work to be carried out accordingly. Nothing extra shall be paid on this account.
29. There may be some restrictions on free movement of labourers at site and restriction of working hours and the agency shall consider this fact while quoting the rates and executing the work. Photo passes if any required for worker shall be the responsibility of the contractor.
30. Existing drains, pipes, cables, overheads wires, sewer lines and water lines and similar services encountered in the course of the execution of the work shall be protected against the damage by the contractor at his expenses. The contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.
31. Malba /building rubbish etc. received from work shall be removed to designated site (fixed by Engineer in charge) within the time frame decided by the Engineer-in-charge, otherwise a penalty of Rs. 1500/- shall be imposed on the contractor for each default.
32. Before dismantling the structure / item the contractor shall bring the entire material required for particular job at site after getting the sample approved from the Engineer in charge.
33. The Engineer employed by the contractor must attend the office of site Engineer in charge daily and note any instructions given on site order book.
34. Due to restriction of driving slow moving vehicle / hand driven rickshaw in NOIDA Authority areas, it is required that contractor should not operate the hand driven rickshaw. Contractor has to make his own arrangement of

desired transportation & nothing extra shall be payable on this account.

35. Before starting the work the contractor shall chalk out a programmed in consultation with the site Engineer in charge so as to inform the occupants in advance. The contractor shall have to adhere this programmed, failing which he shall be held responsible for any inconvenience caused to the occupants. In order to ensure that the work is carried out according to the programmed drawn up, the contractor shall ensure adequate supply of the material and employ required labour strength for execution of work. In case contractor fails to arrange / employ adequate labour and stick to the programmed, the Engineer in charge may supplement the labour at the risk and cost of the contractor after issue of one day's notice to the contractor through site order book. No claim for idle labour shall be entertained. The contractor shall put his representative daily on site of work. His name & signature shall be attested by the contractor on the record for the department.
36. The contractor shall prepare one sample of all items which should be got Approved from the Engineer in charge. Only after acceptance of sample Work, contractor will be allowed to commence the work and sample is to be Preserved by contractor till the whole work is completed.
37. No T & P shall be issued by the department.
38. Any damage done to the existing structure shall be made good by the contractor at his own risk and cost.
39. The contractor shall be responsible for behavior and conduct of his worker. No worker with doubtful integrity or having a bad record shall be engaged by the contractor.
40. No dismantled material should be thrown out from ground or upper floors of the building. All the dismantled material should be carried out to ground through Chute made of PVC pipe of suitable size & proper clamped only at no extra cost.
41. **SPECIAL CONDITIONS AS PER NGT GUIDELINES:** The guidelines regarding preventive measures for Air Pollution from demolition &

construction activities issued by the National Green Tribunal, MoEF, DPCC or NOIDA Authority through their various orders and notifications must be followed by the vendor.

Copy of NGT orders, copy of MoEF guidelines and copy of notice issued are available at their respective websites.

Please note that the non-compliance of Hon'ble NGT order will make you liable for action as per law including the directions for stoppage of work.

42. **FOR BUILDING AND ROAD WORKS:** - The contractor shall employ the following technical staff during the execution of this work:

One graduate Engineer (Civil)/Interior Designer when the tendered cost of work to be executed is more than Rs. 10 Lakhs (Rupees Ten Lakhs only).

The technical staff should be available at site, whenever required by the Engineer-in-charge to take instructions.

In case the contractor fails to employ the technical staff as aforesaid he shall be liable to pay a reasonable amount not exceeding a sum of Rs.30,000/- (Rupees Thirty Thousand Only) for each month of default in the case of Graduate Engineer.

The decision of the Engineer-in-charge as to the period for which the required technical staff was not employed by the contractor and as to the reasonableness of the amount to be deducted on this account shall be final and binding on the contractor as to the amount and the contractor's liability to pay the said amount.

FOR SANITARY AND WATER SUPPLY WORK: - The contractor shall employ the following technical staff during the execution of this work:

One qualified Diploma Holder (Overseer) with an experience of not less than 5 years out of which at least one year should be in a sanitary engineering of water supply works, when the tendered cost of work to be executed is more than Rs. 50,000/- (Rupees Fifty Thousand Only).

The technical staff should be available at site, whenever required by the Engineer-in-charge to take instructions. In case the contractor fails to employ the technical staff as aforesaid he shall be liable to pay reasonable amount not exceeding Rs.15,000/- (Rupees Fifteen Thousand Only) for each month of default.

The decision of the Engineer-in-charge as to the period for which the required technical staff was not employed by the contractor and as to the reasonableness of the amount to be deducted on this account shall be final and binding on the contractor's as to the amount and the contractor's liability to pay the said amount.

FOR ELECTRICAL WORKS: - The contractor shall employ the following technical staff during the execution of this works:-

- i) One qualified graduate engineer possessing a degree from a recognized university in electrical engineering and having experience of not less than 3 years or a Diploma Holder in electrical engineering with not less than 7 years experience, when the tendered cost of the work to be executed is more than 1.5 Lakhs (Rupees One Lac Fifty Thousand only).

The technical staff should be available at site whenever required by the Engineer-in-charge to take instructions.

- a) In case the contractor fails to employ the technical staff as aforesaid, he shall be liable to pay reasonable amount not exceeding the amount shown below against each for each month of default.

In case where graduate engineer (elect.) is

required to be employed Rs. 30,000/- (Rupees

Thirty Thousand Only)

- b) In case where qualified Diploma Holder (Overseer) in electrical engineering is required to be employed

Rs.15,000/- (Rupees Fifteen Thousand Only)

If decision of the Engineer-in-charge to the period for which the required technical staff was not employed by contractor and as to the reasonableness of the amounts to be deducted on this account shall be final and binding on the contractor's as to the amount and the contractor's liability to pay the said amount.

- 1. There shall be no objection if an Engineer or overseer looks after more than one work provided the total value of works under him does not exceed Rs. 20 Lacs in the case of an Engineer and Rs. 10 Lacs in the case of an Overseer.

2. It has also been decided that it is not necessary for a contractor (or partner in case of firm/company) who is himself an Engineer/Overseer to employ another Engineer/Overseer for the supervision of the works, so long as the contractors/partners does work similar to that would have been by an employed Engineer/Overseer.
3. It has been further decided that the retired Engineer/AE who are holding diploma may be treated at par with graduate Engineer for the operation of the above clause.
4. The employment of technical staff may be co-related to the tendered cost.
5. It is also clarified that no action can be taken for defaults in the matter of employment of adequate technical staff in the case of contracts which were entered into prior to the modification of clause 36 vide memo no. CE/CON/478 dated 26-03-69.

Particular Conditions of Contract

- CPWD specifications shall be followed. Where not available, BIS/Engineering practice as directed by the Engineer shall be followed. The materials shall be got approved prior to its use for work from the Engineer I/C of the NHDC.
- Formats of Performance Guarantee and Contract Agreement are at Annexure L and Annexure K respectively.
- As the work will have to be carried out in building and area in use the contractor shall ensure
 - a. Design Mix for RCC and CC works involved in this tender is / are in the scope of Contractor, which is / are to be submitted by them to NHDC with the vetting / certification of Govt. Engineering College / NIT / IIT / Government approved Lab before execution of respective and allied work/s.**
 - b. That the normal functioning of National Handloom Development Corporation Ltd activity is not affected as far as possible.
 - c. That the work is carried out in an orderly manner without noise and obstruction to flow of traffic.
 - d. That all rubbish etc. is disposed of at the earliest and the place is left clean and orderly at the end of each day's work.
 - e. The work should be carried out by the qualified worker for their part of work. He shall be responsible for their conduct. The staff should behave in a courteous manner. The contractor shall be held responsible for any loss or damage to National Handloom Development Corporation Ltd property.
 - f. The contractor shall ensure safety of his workers and others at site of work and shall be responsible for any consequence arising out of execution of the Roof Repair work.
 - g. When instructed to do so, the contractor shall ensure proper record keeping and storing of irreparable/dismantled material.
 - h. The contractor has to make his own arrangement for use of the same including extending temporarily lines etc. The responsibility for following relevant rules, regulations and loss in the regard shall be entirely that of the contractor.

- i. The contractor shall take proper care during dismantling operations to ensure that there is no danger/damage to any adjoining/existing structures and in case of any damage the contractor shall re-do the work/do the necessary repairs as per direction of the Engineer-in-Charge for which no claim would be entertained by the department.
- j. For any Extra items/substituted items/deviations in quantities of BOQ items, Contractor has to intimate to NHDC and obtained prior approval from Competent Technical Authority before work execution. The rates of any extra items shall be paid as per prevailing DSR rates plus cost index as on date of award of work or as per prevailing instructions of CPWD.
- k. The work shall be carried out in manner complying in all respects with the requirement of relevant byelaws of the local Municipal Corporation of the local body whatsoever.
- l. The contractor shall put necessary boards on display forbidding the residents/public from approaching the building under repair to avoid any accident.
- m. The contractor shall take all precautions to avoid all accidents by exhibiting necessary caution-boards. They shall be responsible for all damages and accidents caused due to negligence on their part.
- n. All incidental charges of any kind including cartage, storage cutting and wastage and safe custody of materials etc. (not covered under any other condition) shall be borne exclusively by the contractor and nothing extra shall be payable to them on this account.
- o. All warning boards and displays, such as REPAIR WORK IN PROGRESS, KEEP AWAY FROM BUILDING, and NO PARKING etc. along with sufficient supervisory staff on ground shall be provided by the contractor, wherever required. Nothing extra shall be payable on this account.
- p. Water and Electricity shall be provided by NHDC from one point for which deduction will be made from bill of contractor which are as follows:
 - Water & Electricity charges @ 1 % of work done amount.
- q. The site of work shall be always kept neat and clean due to constraints of working space in and around buildings. To avoid nuisance to the occupants, all building rubbish unserviceable materials shall be periodically removed from the premises to the approved municipal grounds and all necessary permissions in this regard have to be obtained by the contractor from the Municipal Authorities. Nothing extra shall be payable on this account.
- r. Lifting of materials through the building lifts is prohibited. No mixing or offloading etc. Over the open terrace / flooring shall be permitted.

Arrangements as deemed it shall be made by the contractor for mixing/ lifting/offloading all materials etc. at no extra cost.

- s. The area of dismantling / re plastering/ repairing as per relevant items etc. given in the tender may have to be got done in patches, at different height / levels also for which nothing extra shall be payable.

General

- 1.1 Unless otherwise specified in the schedule of quantities, the rates tendered by the contractor shall be all inclusive of all the taxes amended time to time and shall apply to all lifts & all heights, floors including terrace, leads and depths and nothing extra shall be payable on this account.
- 1.2 Water supply pipes, fittings and accessories should conform to bylaws and municipal body/corporation where CPWD Specifications are not available. The contractor should engage licensed plumbers for the work and get the materials (fixtures/fittings) tested by the Municipal Body/ Corporation authorities wherever required at his own cost.
- 1.3 The contractor shall give performance test of the work wherever applicable, as per the standing specifications before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for the test.
- 1.4 **Unless otherwise specified, the brand/make of the material as specified in the item nomenclature, in the particular specifications and in the list of approved materials attached in the tender, shall be used in the work. In case of non-availability of the brand specified in the contract the Contractor shall be allowed to use alternate equivalent brand of the material subject to submission of documentary evidence of non-availability of the specified brand. The necessary cost adjustments (if alternative brand is not equivalent) on account of above change shall be made for the material.**
- 1.5 Centering, shuttering if required to be done for beams, RCC, Floor slab and landing only for shuttering heights greater than 3.5 m shall be measured and paid separately.

1.6 Sampling and Testing

- 1.6.1 All materials and fittings brought by the contractor to the site for use shall conform to the samples approved by the Engineer-in-charge, which shall be preserved till the completion of the work. If a particular brand of material is specified in the item of work in Schedule of Quantity, the same shall be used after getting the same approved from Engineer -In-Charge. Wherever brand / quality of material is not specified in the item of work, the contractor

shall submit the samples as per suggestive list of brand names given in the tender document / particular specifications for approval of Engineer-In-Charge. For all other items, materials and fittings carrying ISI Mark shall be used with the approval of Engineer-In-Charge. Wherever ISI Marked material / fittings are not available, the contractor shall submit samples of materials / fittings manufactured by firms of repute conforming to relevant specifications or IS codes and use the same only after getting the approval of Engineer -In-Charge. To avoid delay, contractor should submit samples as stated above, well in advance so as to give timely orders for procurement. If any material, even though approved by Engineer-In-Charge is found defective or not conforming to specifications shall be replaced / removed by the contractor at his own risk & cost.

- 1.6.2 The contractor shall ensure quality construction in a planned and time bound manner. Any sub-standard material / work beyond set-out tolerance limit shall be summarily rejected by the Engineer-in-charge & contractor shall be bound to replace / remove such sub-standard / defective work immediately.
- 1.6.3 BIS marked materials except otherwise specified shall be subjected to quality test besides testing of other materials as per the specifications described for the item/material. Wherever BIS marked materials are brought to the site of work, the contractor shall furnish manufacturer's test certificate or test certificate from approved testing laboratory to establish that the material produced by the contractor for incorporation in the work satisfies the provisions of BIS codes relevant to the material and / or the work done.
- 1.6.4 The cost of samples including Testing, packing, sealing, transportation and other incidental charges shall be borne by the contractor and Field tests related to concrete/ cement work to be done at Site in presence of NHDC authorized representative.
 - a. All the equipment shall be brought, installed and commissioned at site of work at least one week before their actual planned use at site.
 - b. To avoid disputes later on, contractor is advised to get the measurement recorded within a week's time and shall submit his bills as per relevant clause of the contract. Any dispute regarding measurement including work done shall be judged within a week's time failing which measurement, certified and recorded shall be entertained.
 - c. The contractor at his own cost shall take all necessary measures for the safety of traffic and workers during execution and provide, erect, and

maintain barricades including required marshals, signs, markings, lights etc. necessary all around the site and offices. The manner and the position of boundary where barricading is to be provided shall be decided by the Engineer-in-Charge whose decision shall be final and binding. The failure to provide barricades at site in the opinion of Engineer-in-Charge shall make contractor liable for penal action as decided by Engineer-in-Charge. The barricading shall be removed from the site only after approval of Engineer-in-Charge.

- d. Keeping in view exigency, the work shall be carried out in more than one shift i/c Sunday & holiday and nothing extra shall be paid on this account.

2. CONDITIONS FOR CEMENT

- 2.1 The contractor shall procure 43 Grade Fly ash based Portland Pozzolana Cement (PPC) as per IS: 1489 as required in the work, from reputed manufacturers of cement, having a production capacity of one million tonnes per annum or more, such as ACC, L&T, Ambuja, Birla, Vikram, J.K. J.P Rewa, Ultratech, and Cement Corporation of India etc., i.e. agencies approved by Ministry of Industry, Govt. of India, and holding license to use ISI certification mark for their product. The tenderers may also submit a list of names of cement manufactures which they propose to use in the work. The Engineer-in-charge reserves right to accept or reject name(s) of cement manufacture(s) which the tenderer proposes to use in the work. No change in the tendered rates will be accepted if the Engineer-in -charge does not accept the list of cement manufacturers, given by the tenderer, fully or partially. Supply of cement shall be taken in 50 kg bags bearing manufacturer's name and ISI marking. Samples of cement arranged by the contractor shall be taken by the Engineer in Charge and got tested in accordance with provisions of relevant BIS Codes. In case test results indicate that the cement arranged by the contractor does not conform to the relevant BIS Codes, the same shall stand rejected and shall be removed from the site by the contractor at his own cost within a week's time of written order from the Engineer in Charge to do so. Only the cement with satisfactory test results shall be allowed to be used in the work.
- 2.2 The cement shall be brought at site in bulk supply of **05 tones** or as decided by the Engineer in Charge.
- 2.3 The cement godown of the capacity to store a minimum of 100 bags of cement or as directed by Engineer-in-charge shall be constructed by the contractor at site of work for which no extra payment shall be made. Double lock provision shall be made to the door of the cement godown. The key of one lock shall remain with the Engineer in Charge or his authorized representative and the key of the other lock shall remain with

the contractor. The contractor shall be responsible for the watch and ward and safety of the cement godown. The contractor shall facilitate the inspection of the cement godown by the Engineer-in-Charge at any time.

- 2.4 The contractor shall supply free of charge the cement required for testing and shall also bear the packing, sealing, transportation & other incidental charges. The testing charges of approved laboratory shall be borne by the contractor/department in the manner indicated below:
- a) By the contractor, if the results show that the cement does not conform to relevant BIS Codes.
 - b) By the department, if the results show that the cement conforms to relevant BIS Codes.
- 2.5 The actual issue and consumption of cement on work shall be regulated and proper accounts maintained as provided in the contract. The theoretical consumption of cement shall be worked out. In case, the consumption is less than theoretical consumption including permissible variations, recovery at the rate so prescribed shall be made. The decision of the Engineer in Charge in regard to theoretical quantity of cement which should have been actually used as per the schedule shall be final and binding on the contractor. This recovery will be in addition to any other recovery otherwise required to be done by the Engineer-in-Charge. In case of excess consumption, no adjustment shall be made.
- 2.6 In the event of it being discovered that after the completion of the work the quantity of cement used is less than the quantity ascertained after allowing variation on the minus side, the cost of quantity of cement not so used shall be recovered from the contractor, at the rate mentioned in Schedule "F"
- 2.7 Cement brought to site and cement remaining unused after completion of work shall Not be removed from site without written permission of the Engineer in Charge.
- 2.8 The damaged cement shall be removed from the site immediately by the contractor on receipt of a notice in writing from the Engineer-in-Charge. If he does not do so within three days of receipt of such notice, the Engineer-in-Charge shall get it removed at the cost of the contractor.
- 2.9 The contractor shall produce original vouchers for the total quantity of cement supplied under each consignment and manufacturer's Test Certificate if required by the Engineer-in-Charge.

3. CONDITION FOR READY MIX CONCRETE

- 3.1 The contractor shall procure Ready Mix Concrete (RMC) from the RMC producing plants (capacity not less than 30.0 cum per hour) such as UNITECH, ACC, ULTRATECH, AFCON, L&T, NDCON, RMC India, Shri Ram RMC Pvt. Ltd, Raj Ready Mix or V.K. RMC. In case the contractor intends to procure the RMC from the plant other than as specified above, he shall apply to the Engineer-in-Charge in writing along with the credentials and relevant details including name of owner/company, its location, capacity technical establishment, past experience etc. The Engineer-in-Charge shall give approval in writing and the work shall not be started without said written approval of the Engineer-in-Charge.
- 3.2 The contractor shall be fully responsible for quality of concrete including input control, transportation and placement etc.
- 3.3 The Engineer-in-Charge reserves the right to inspect at any stage and reject the concrete if he is not satisfied about quality.
- 3.4 The Engineer-in-Charge reserves the right to exercise control over the:
 - 3.4.1 Ingredients, water and admixtures purchased, stored and to be used in the concrete including conducting of test for checking of materials, recording of test results and declaring the materials fit or unfit for use in production of mix.
 - 3.4.2 Calibration check of the RMC Plant / BMC Plant.
 - 3.4.3 Weight and quantity check on the ingredients, water and admixtures added for batch mixing.
 - 3.4.4 Time of mixing of concrete.
 - 3.4.5 Testing of fresh concrete, recording of result and declaring the mix fit or unfit for use. This will be including continuous control on the workability during production and taking corrective action, if required.
 - 3.4.6 For exercising such control, the Engineer-in -Charge shall periodically depute his authorized representative at the RMC plant. It shall be responsibility of the contractor to ensure that all necessary equipment, manpower & facilities are made available to Engineer-in-Charge and / or his authorized representative at RMC plant.
- 3.5 The contractor should therefore draw MOU/Agreement with RMC producer

very carefully keeping view all terms and conditions / specifications forming part of this tender document

- 3.6 All required relevant records of RMC shall be made available to the Engineer-in-Charge or his authorized representative. Engineer-in-Charge shall, as required, specify guidelines and additional procedures for quality control and other parameters in respect of materials, production and transportation of concrete mix which shall be binding on the contractor and the RMC plant. Only concrete as approved in design mix by Engineer-in-Charge shall be produced in RMC plant and transport to the site.
- 3.7 **OPC (Conforming to IS: 8112) of brand / make / source as approved by Engineer-in- Charge shall only be used for production of concrete (RMC).**
- 3.8 It shall be the responsible of the contractor to ensure that RMC producer provides all necessary testing equipment and take all necessary measures to ensure quality control of ready mixed concrete. The RMC producer shall ensure that the materials purchased and used in the production of concrete conform to the stipulation of the relevant agreed standard and the requirements of the concrete mix design and quality control procedure. This shall be accomplished by visual checks, sampling and testing, certification from materials supplier and information / data from materials supplier
- 3.9 RMC producer shall ensure that record of mix design and modifications is readily available in his computer at RMC plant for inspection of Engineer-in-Charge or his authorized representative at any time. Any modifications in mix design shall be done only after the approval of Engineer-in-Charge.

A quality control system shall be operated to control the strength of designed mix to the required levels. The system shall include continuous analysis of results from cube tests.

SPECIAL CONDITIONS

1. Contractor has to make his own arrangement of barricading of segment where work to be taken up at his own cost. No extra payment will be made for this barricading.
2. No advance payment will be made to the Sub-Contractor for any type of materials brought by him at site, required in connection with execution of the work or any other reason whatsoever. The payment will be made for any item of work in full or part thereof, done at site.
3. Contractor should bring the materials at site in a manner that no damage to the existing structure and affecting day today work of building.

CLAUSES OF CONTRACT

Clause – I

Performance Guarantee

- i) The contractor shall submit an irrevocable Performance Guarantee of 5% (Five Percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-charge up to a maximum period as specified in Schedule 'F' on written request of the contractor stating the reason for delays in procuring the Bank Guarantee, to the satisfaction of the Engineer-in-Charge. This Guarantee shall be in the form of Deposit at call receipt of an scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay Order of any scheduled bank (in case guarantee amount is less than Rs.1,00,000.00) or Govt. Securities or Fixed Deposit Receipts or Guarantee Bonds of any scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any bank is furnished by the contractor to the organization as part of the performance guarantee and the bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the organization to make good the deficit.
- ii) The performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time of completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.
- iii) The organization shall not make a claim under the Performance guarantee except for amounts to which the organization is entitled under the contract (notwithstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
 - (a) Failure by the contractor to extend the validity of the Performance

Guarantee as described herein above, in which event the organization may claim the full amount of the Performance Guarantee.

- (b) Failure by the contractor to pay to the Organization any amount due, either as agreed by the contractor or determined under any of the clauses/conditions of the agreement, within 30 days of the service of notice to this effect by engineer-in- Charge.
- iv) In the event of the contract being determined or rescinded under provision of any of the clause/condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Organization.

Clause – 1 A

Recovery of Security Deposit: - As per CPWD Manual.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by Organization on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Bank or Organization Securities (if deposited for more than 12 months) endorsed in favor of the Organization, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the Earnest money if deposited in cash at the time of tenders will be treated a part of the Security Deposit.

Note – 1: Government papers tendered as security will be taken at 2.5% (two and half percent) below its market price or at its face value, whichever is less. The market price of Government paper would be ascertained by the Engineer –in-charge at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld if necessary.

Note – 2: Government Securities will include all forms of Securities mentioned in rule No. 274 of the G.F Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.

Note - 3: Note 1 & 2 above shall be applicable for both clause 1 & 1 A

Clause -2

Compensation for Delay :- If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the Organization on account of such breach, pay as agreed compensation the amount calculated at the rate of 0.5% per week as the GENERAL MANAGER, Greater Noida of NHDC (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed month (as applicable) that the progress remains below that specified in Clause 5 or that the work remains in- complete. This will also apply to items or group of items for which a separate period of completion has been specified.

Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Tendered Value of work

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Organization. In case, the contractor does not achieve a particular milestone mentioned in Schedule 'F', or the re-scheduled milestone (s) in terms of clause 5.4, the amount shown against that milestone shall be withheld to be adjusted against the compensation levied at the final grant of Extension of Time. Withholding of this amount on failure to achieve a milestone shall be automatic, without any notice to the contractor. However, if the contractor catches up with the progress of the work, on the subsequent milestone (s), with the held amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone (s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

Clause – 3

When Contract can be determined: - Subject to other provisions contained in this clause the GENERAL MANAGER may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/ or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

i). If the contractor having been given by the GENERAL MANAGER a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkman like manner shall omit to comply with the requirement of such notice for a Period of seven days thereafter.

ii). If the contractor being a company shall pass a resolution or the court shall make an order

that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

iii). If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the GENERAL MANAGER (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the GENERAL MANAGER.

iv). If the Contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any, stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the GENERAL MANAGER.

v). If the contractor persistently neglects to carry out his obligations under the contract and / or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the GENERAL MANAGER.

vi). If the contractor commits any acts mentioned in Clause 21 hereof:
When the contractor has made himself liable for action under any of the cases aforesaid, The GENERAL MANAGER, Greater Noida, NHDC shall have powers:

a). To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the GENERAL MANAGER shall be conclusive evidence). Upon such determination or rescission the Earnest Money Deposit, security deposit already recovered and the performance guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Organization.

b). After giving notice to the contractor to measure up the work of the contractor and to take such whole or the balance work as shall be un-executed out of his hands to give it to another contractor to complete the work. The contractor whose contract is determined or rescinded as above shall not be allowed to participate in the tendering process for the balance work.

In the event of above courses being adopted by the GENERAL MANAGER the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer – in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

Clause – 3A

In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time of completion of the work, either party may close the contract. In such eventuality, the Earnest Money Deposit and the Performance Guarantee of the Contractor shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all.

Clause – 4

Contractor liable to pay compensation even if action not taken under clause 3

:- In any case in which any of the powers conferred upon the GENERAL MANAGER by Clause – 3 thereof, shall have become exercisable and the same are not exercised, the non exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the GENERAL MANAGER putting in force all or any of the powers vested in him under the preceding clause he may, if he so directs after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the GENERAL MANAGER which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the GENERAL MANAGER) all or any tools plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the contract rates or, in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge whose certificate thereof shall be final, and binding on the contractor otherwise the GENERAL MANAGER by notice in writing may order the contractor or his clerk of the works, foreman or other authorized agent to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the GENERAL MANAGER may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

Clause – 5

Time and Extension for delay: - The time allowed for execution of the Works as specified in Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from the time period as mentioned in letter of award after the date on which the GENERAL MANAGER issues written orders to Commence the work or from the date of handing over of the site whichever is later. If the contractor commits default in commencing the execution of the work as aforesaid Organization shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money absolutely.

5.1 As soon as possible after the contract is concluded the contractor shall submit a

Time and Progress Chart for each milestone and get it approved by the Engineer-in-charge. The chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the GENERAL MANAGER and the contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in schedule 'F'.

5.2 If the work(s) be delayed by: -

- i). Force majeure or
- ii). Abnormally bad weather, or
- iii). Serious loss or damage by fire or
- iv). Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or.
- v). delay on the part of other contractors or tradesmen engaged by GENERAL MANAGER in executing work not forming part of the contract or.
- vi). Any other cause which, in the absolute discretion of the authority mentioned in schedule 'F' is beyond the contractor's control. Then upon the happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the GENERAL MANAGER but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the GENERAL MANAGER to proceed with the works.

5.3 Request for rescheduling of milestones and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the Happening of the event causing delay on the prescribed form. The contractor may also, if Practicable, indicate in such a request the period for which extension is desired.

5.4 In any such case the GENERAL MANAGER, Greater Noida of the NHDC may give a fair and reasonable extension of Time and reschedule the milestones for completion of work. Such extension shall be Communicated to the contractor by the GENERAL MANAGER, Greater Noida of the NHDC in writing, within 3 months of the date of receipt of such request. Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the GENERAL MANAGER and this shall be binding on the contractor.

Clause – 6

Measurements of Work Done: - Engineer- in- Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.

All measurements of all items having financial value shall be entered in Measurement Book and/ or level field book so that a complete record is obtained of all works performed under the contract.

All measurements and levels shall be taken jointly by the Engineer- in- Charge or his authorized representative and by the contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer- in-Charge or his authorized representative and the contractor or his authorized representative in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by the concerned parties.

If for any reason the contractor or his authorized representative is not available and the work of recording measurements is suspended by the Engineer- in- Charge or his representative, the Engineer- in- Charge and the department shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorized representative does not remain present at the time of such measurements after the contractor or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurements, then such measurements recorded in his absence by the Engineer- in- Charge or his representative shall be deemed to be accepted by the Contractor.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels. Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant 'Standard method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

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

aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

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

It is also a term of this contract that recording of measurements of any item of work in the measurement book and/ or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defect's liability period.

Clause – 7

Completion certificate and completion plans :- Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-charge and within thirty days of the receipt of such notice the Engineer-in-charge shall inspect the work and if there is no defect in the work shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/ their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution thereof, and not until the work shall have been measured by the Engineer-in-charge. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning of dirt on or before the date fixed for the completion of work, the Engineer-in-Charge may at the expense of the contractor

remove such scaffolding surplus materials and rubbish etc and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Clause 7A

Contractor to keep site clean :- The splashes and droppings from white washing,

color washing, painting etc on walls, floor windows etc shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc where the work is done without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirements of this clause, the Engineer-in-charge shall have the right to get this work done at the cost of the contractor either departmentally or through any other agency. Before taking such action, the Engineer-in-charge shall give ten days' notice in writing to the contractor.

Clause 7 B

Completion plans to be submitted by the Contractor: - The contractor shall submit five sets of completion plans within thirty days of the completion of the work along with soft copy.

In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum equivalent to 2.5% of the value of the work subject to ceiling of Rs. 1,00,000/- (Rupees One Lakhs Only) as may be fixed by GENERAL MANAGER, Greater Noida of the NHDC concerned and in this respect the decision of the GENERAL MANAGER, Greater Noida, NHDC shall be final and binding on the contractor.

Clause 8

Payment of final bill: - The final bill shall be submitted by the contractor in the manner as specified in CPWD procedure / guideline, three months of physical completion of the work or within onemonth of the date of the final certificate of completion furnished by the Engineer-in-charge whichever is earlier. The contractor shall make no further claims after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by engineer-in-charge, will as far as possible be made within six months from the date of receipt of the bill by the Engineer-in-charge or his authorized representative.

Clause 9A

Materials to be provided by the contractor: - The contractor shall at his own cost provide all Brand-New materials required for the works. The contractor shall, at his own expense and without delay; supply to Engineer-in-charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Engineer-in-charge furnish proof, to the satisfaction of the Engineer-in-charge that the materials so comply. The Engineer-in-charge shall within five days of supply of samples or within five days of the receipt of test result intimate to the contractor in writing whether samples are approved by him or not. If samples are not approved the contractor shall forthwith arrange to supply to the Engineer-in- Charge for his approval fresh samples

complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specification, approval of the Engineer-in-charge shall be issued after the test results are received.

The contractor shall at his risk and cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-charge. The contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

The contractor shall at his risk and cost make all arrangements and shall provide all facilities as the Engineer-in-charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer-in-Charge or his authorized representative and Architect shall at all times have access to the work and to all such workshops and places where work is being prepared or from where materials manufactured articles, or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access.

The Engineer-in-charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default the Engineer-in-charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-charge shall also have full powers to require other proper materials to be substituted thereof and in case of default the Engineer-in-Charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the contractor.

Clause 9 B

i). Secured Advance on Non-perishable Materials: -

The contractor, on signing an indenture in the form to be specified by the Engineer-in-charge shall not be entitled to be paid during the progress of the work.

Clause – 9 C

If after submission of the tender, the wages of labour increases as a direct result of the coming into force of any fresh law, or statutory rule or order and such increase in wages prevailing at the time of the last stipulated date for receipt of the tenders including extensions if any for the work, and the contractor thereupon necessarily and properly pays such increased wages then the amount of the contract shall accordingly be varied and provided further that any such increase shall not be payable if such

increase has become operative after the stipulated date of completion of the work in question.

If after submission of the tender, wages of labour is decreased as a direct result of the coming into force of any fresh law statutory rules or order and such decrease in the wages prevailing at the time of receipt of the tender for the work, Organization shall in respect of labour engaged on the execution of the work after the date of coming into force of such law statutory rule or order be entitled to deduct from the dues of the contractor, such amount as shall be equivalent to the difference between the wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the wages of labour on the coming into force of such law, statutory rule or order.

The contractor shall, for the purpose of this condition, keep such books of account and other documents as are necessary to show the amount of any increase claimed or reduction available and shall allow inspection of the same by a duly authorized representative of the Government, and further shall, at the request to the Engineer-in-charge may require any documents so kept and such other information as the Engineer-in-charge may require.

The contractor shall, within a reasonable time of his becoming aware of any alteration in the wages of labour, give notice thereof to the Engineer-in-charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply.

Clause – 9 D

Dismantled material Organization Property:- The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc as NHDC's property and such materials shall be disposed off to the best advantage of NHDC according to the instructions in writing issued by the Engineer-in-Charge

Clause – 10

Work to be executed in accordance with specifications, drawings, orders etc.:-

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with CPWD Specifications for 2009, Vol-I & Vol-II with up to date correction slips. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of Central Public Works Department specified in schedule 'F' or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.

The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

Clause 11:

Deviations/Variations Extent and Pricing :- The GENERAL MANAGER shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the GENERAL MANAGER and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

12.1 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor, as follows:-

- i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus.
- ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-charge.

12.2 In the case of extra item(s) the contractor may within fifteen days of receipt of order of occurrence of the item(s) claim rates, supported by proper analysis, for the work and the engineer-in-charge shall within one month of the receipt of the claims supported by analysis after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

In the case of substituted items, the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the aforesaid para.

- a) If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted) the rate payable to the

contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

- b) If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted) the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so, decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

12.3 The contractor shall send to the Engineer-in-Charge once every three months and up to date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the Engineer-in-Charge which he has executed during the preceding quarter failing which the contractor shall

Be deemed to have waived his right. However, the GENERAL MANAGER may authorize consideration of such claims on merits.

12.4 Any operation incidental to or necessarily has to be in contemplation of tenderer while filling tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case maybe. Nothing extra shall be admissible for such operations.

Clause 12

Foreclosure of Contract due to Abandonment or Reduction in Scope of Work:

- If at any time after acceptance of the tender, NHDC shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the GENERAL MANAGER shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The contractor shall be paid at contract rates full amount for works executed at site and in addition, a reasonable amount as certified by the Engineer-in-charge for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure: -

- i). Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks.

- ii). NHDC shall have the option to take over contractor's materials or any part thereof

either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however, NHDC shall be

iii). shall offer or give or agree to give to any person in NHDC service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for NHDC; or

iv). Shall enter into a contract with NHDC in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Accepting Authority/ GENERAL MANAGER ; or

v). Shall obtain a contract with NHDC as a result of wrong tendering or other non-bonafide methods of competitive tendering; or

vi). being an individual , or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors: or

vii). Being a company, shall pass a resolution or the Court shall make an order for the winding up of the company, or a receiver or manager on behalf of the debenture holders or otherwise shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager ; or

viii). Shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days; or

ix). Assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Accepting Authority:

The Accepting Authority may, without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter to NHDC, by a notice in writing to cancel the contract as whole or only such items of work in default from the Contract.

Clause - 13

The GENERAL MANAGER shall on such cancellation by the Accepting Authority

have powers to:

- a). take possession of the site and any materials, constructional plant, implements, stores etc.,thereon; and/or
- b). carry out the incomplete work by any means at the risk and cost of the contractor.

On cancellation of the contract in full or in part, the GENERAL MANAGER shall determine what amount, if any, is recoverable from the contractor for completion of the works or part of the works or in case the works or part of the works is not to be completed, the loss or damage suffered by NHDC. In determining the amount, credit shall be given to the contractor for the value of the work executed by him up to time of cancellation, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor.

Any excess expenditure incurred or to be incurred by NHDC in completing the works or part of the works or the excess loss or damages suffered or may be suffered by NHDC as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to NHDC in law be recovered from any moneys due to the contractor on any account, and if such moneys are not sufficient the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractor shall fail to pay the required sum within the aforesaid period of 30 days the GENERAL MANAGER shall have the right to sell any or all of the contractor's unused materials, constructional plant, implements, temporary buildings, 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 be any balance outstanding from the contractor, it shall be recovered in accordance with the provisions of the contract.

Any sums in excess of the amounts due to the NHDC and unsold materials, constructional plant, etc. shall be returned to the contractor, provided always that if cost or anticipated cost of completion by NHDC of the works or part of the works is less than the amount which the contractor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the contractor.

Clause - 14 Suspension of work

i). The contractor shall, on receipt of the order in writing of the GENERAL MANAGER, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the GENERAL MANAGER may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons :

- a). On account of any default on the part of the contractor or
- b). for proper execution of the works or part thereof for reasons other than the default of the contractor or

c).for safety of the works or part thereof

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the GENERAL MANAGER.

ii).If the suspension is ordered for reasons (b) and (c) in sub-Para (I) above:

a).The contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25% for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part and :

b) If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the GENERAL MANAGER may consider reasonable in respect of salaries and/ or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor. Provided the contractor submits his claim supported by details to the GENERAL MANAGER within fifteen days of the expiry of the period of 30 days.

iii).If the works or part thereof is suspended on the orders of the GENERAL MANAGER for more than three months at a time, except when suspension is ordered for reason (a) in sub-Para (I) above, the contractor may after receipt of such order serve a written notice on the GENERAL MANAGER requiring permission within fifteen days from receipt by the GENERAL MANAGER of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by the NHDC or where it affects whole of the works, as an abandonment of the works by the NHDC, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the GENERAL MANAGER. In the event of the contractor treating the suspension as an abandonment of the contract by the NHDC, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the GENERAL MANAGER may consider reasonable, in respect of salaries and/ or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the GENERAL MANAGER within 30 days of the expiry of the period of 3 months.

Clause 15

Action in case work not done as per specifications :- All works under or in course

of execution or executed in pursuance of the contract shall at all times be open and accessible to the inspection and supervision of the GENERAL MANAGER, his authorized subordinates in charge of the work / architect and all the superior officers of the NHDC and the Chief Technical examiner's office, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself. If it shall appear to the Engineer-in-charge or his authorized subordinates in charge of the work or to the Architect or the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract the contractor shall, on demand in writing which shall be made within six months of the completion of the work from the Engineer-in-charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in-charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.

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

Clause – 16

Contractor Liable for damages, defects during maintenance period :- If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road curb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within twelve months (6 months in the case of any work other than road work costing Rs. 1,00,000/- and below) after a certificate final or otherwise its

completion shall have been given by the GENERAL MANAGER as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of twelve months after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later.

Clause 17

Contractor to Supply Tools & Plants etc. :- The contractor shall provide at his own cost all materials, plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage there of to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

Clause 17A

Recovery of compensation paid to workman :- In every case in which by virtue of the provisions sub-section (1) of section 12, of the Workmen's Compensation Act, 1923, NHDC is obliged to pay compensation to a workman employed by the contractor, in execution of the works, NHDC will recover from the contractor for the amount of the compensation so paid ; and, without prejudice to the rights of the NHDC under sub-section (2) of Section 12, of the said Act, NHDC shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by NHDC to the contractor whether under this contract or otherwise. NHDC shall not be bound to contest any claim made against it under sub-section

(1) Section 12, of the said Act, except on the written request of the contractor and upon his giving to NHDC full security for all costs for which NHDC might become liable in consequence of contesting such claim.

Clause 17 B

Ensuring Payment and Amenities to Workers if Contractor fails :- In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, NHDC is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act the Rules framed by NHDC from time to time for the protection of health and sanitary arrangements for workers employed by NHDC Contractors, NHDC will recover from the contractor the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the NHDC under sub-section (2) of Section 20 and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, NHDC shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by NHDC to the contractor whether under this contract or otherwise NHDC shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the NHDC full security for all costs for which NHDC might become liable in contesting such claim.

Clause 18

Labour Laws to be complied by the Contractor :- The contractor shall obtain a valid license under the Contract Labour (R & A) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the Provisions of Child Labour (prohibition and Regulation) Act, 1986.

The contractor shall also comply with the provisions of the building and other construction workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Welfare Cess Act, 1996. The Contractor shall also abide the provisions of Contract Labour (Regulations and Abolition) Act 1970 and the Contract Labour Regulation & Abolition Central Rules 1971.

Any failure to fulfill this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of the work. The Contractor shall also abide by the provisions of child labour (Prohibition and Regulations) Act, 1986.

CLAUSE 19: Minimum Wages Act to be complied with:

The Contractor shall comply with all the provision of the Minimum Wages Act, 1948, amended from time to time and rules framed there under and other labour laws affecting contract labour that may be brought from time to time.

CLAUSE 20 : Work not to be sublet. Action in case of insolvency

The Contract shall not be assigned or sublet without the written approval of the GENERAL MANAGER. And if the contractor shall assign or sublet his contract, or attempt to do so or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractor, or any of his servants or agent to any public officer or persons in the employ of NHDC in any way

relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the GENERAL MANAGER, NHDC on behalf of the corporation Member of NHDC shall have power to adopt any of the courses specified in Clause 3 hereof as he may deem best suited to the interest of the NHDC and in the event of any of these courses being adopted the consequences specified in the said Clause 3 shall ensure.

CLAUSE 21:

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of the NHDC without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

CLAUSE 22: Changes in firm's constitution to be intimated

Where the Contractor is a partnership firm, the previous approval in writing, of the GENERAL MANAGER shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid, shall likewise, be obtained before the Contractor enters into any partnership

agreement where under the partnership firm would have the right to carry out the work hereby undertaken by the Contractor. If previous approval, aforesaid, is not obtained,

the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken and the same consequences shall ensue as provided in the said Clause 21.

CLAUSE 23: Directions for execution of works.

All works to be executed under the contract shall be executed under the direction and subject to the approval of the GENERAL MANAGER of the NHDC who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

CLAUSE 24: Settlement of Disputes & Arbitration

Except where otherwise provided in the contract all questions and all disputes relating to the meaning of the specification, design, drawings and instructions here - in

before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be referred for adjudication through arbitration by a sole arbitrator appointed by the GENERAL MANAGER of NHDC or if there be no GENERAL MANAGER of the NHDC the administrative head of the said Organization. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking Arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the GENERAL MANAGER of the NHDC of the appeal.

It is also a term of this contract that no person other than a person appointed by such GENERAL MANAGER of the NHDC or the administrative head as aforesaid should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

It is also a term of this contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer-in-Charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the NHDC shall be discharged and released of all liabilities under the contract in respect of these claims.

The arbitration shall be conducted in accordance with the provisions of the Arbitration and conciliation Act. 1996, (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and, in all cases, where the total amount of the claims by any party exceeds Rs.1,00,000.00 the arbitrator shall give reasons for the award.

It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit

their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

CLAUSE 25

Contractor to Indemnify NHDC against patent Rights

The Contractor shall fully indemnify and keep indemnified the Board of Governors of the NHDC against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part of thereof included in the Contract. In the event of any claims made under or action brought against NHDC in respect of any such matter as aforesaid the Contractor shall be immediately notified thereof and the Contractor shall be at liberty at his own expense, to settle any dispute or to conduct any litigation that may arise there from. Provided that the Contractor shall not be liable to indemnify the Board of Governors of the NHDC if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer in Charge in this behalf.

CLAUSE 26: Action where no specifications are Specified.

In case of any class of work for which there is no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standard Specifications.

In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturer's specifications, if not available then as per District Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

CLAUSE 27: With-holding and lien in respect of Sums due from Contractor

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

become payable to the contractor under the same contract or any other contract with the GENERAL MANAGER pending finalization of adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the NHDC will be kept withheld or retained as such by the NHDC till the claim arising out of or under the contract is determined by the arbitrator (if the contract is governed by the arbitration clause) by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause where the contractor is a partnership firm or a limited company, the NHDC shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/ limited company as the case may be, whether in his individual capacity or otherwise.

(ii) NHDC shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for NHDC to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by NHDC to the contractor, without any interest thereon whatsoever.

Provided that the NHDC shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the NHDC on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Engineer-in-Charge.

CLAUSE 28: Lien in respect of claims in other Contracts

Any sum of money due and payable to the Contractor (including security deposit returnable to him) under this contract may be withheld or retained by way of lien by the NHDC or any other contracting person or persons through Engineer-in-Charge against any claim of the NHDC 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 NHDC or with such other person or persons.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the NHDC will be kept withheld or retained as such by the NHDC or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case

may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

CLAUSE 29: Plant & Machinery:

The contractor shall arrange at his own expense all tools, plant, machinery and equipment.

CLAUSE 30: Levy/Taxes payable by Contractor.

- i Sales Tax service tax, VAT, GST, purchase tax or turnover tax or any other tax in respect of this contract shall be payable by the Contractor and NHDC shall not entertain any claim whatsoever in this respect.
- ii If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the NHDC to the State Government, Local authorities in respect of any material used by the contractor in the works then in such a case, it shall be lawful to the NHDC and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

CLAUSE 31: Termination of Contract on death of contractor

Without prejudice to any of the rights or remedies under this contract if the contractor dies, the GENERAL MANAGER General on behalf of the corporation Member of the NHDC shall have the option of terminating the contract without compensation to the contractor.

NOTE: By the term “near relatives” is meant wife, husband, parents and grand parents children and grand children, brothers and sisters, uncles, aunts and cousins and their corresponding in- laws.

CLAUSE 32: Compensation during warlike situations

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or

removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation up to the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by Engineer-in-Charge. The contractor shall be paid for the damages/ destruction suffered and for the restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the A.R.P. Officers or the Engineer-in-Charge.

(b) for any material etc. not on the site of the work or for any tools, plant, machinery scaffolding, temporary building and other things not intended for the work.

In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the GENERAL MANAGER.

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CLAUSE 33: Release of Security deposit after labour clearance.

Security Deposit of the work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as the work is virtually complete the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Engineer-in-Charge. The Engineer in charge on receipt of the said communication shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, or recorded till after 3 months after completion of the work and/ or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due.

Additional Terms and Conditions for Civil & Electrical Works

A) Civil Works:-

PRODUCT DELIVERY STORAGE AND HANDLING:-

- a. The contractor shall construct Temporary storage space for cement and other materials to ensure that the storage conditions are as recommended by the manufactures.
- b. All the materials shall be procured and delivered with labels equable and intact.
- c. All Construction material shall be handled in safe manner and in a way to avoid any hazard / accident.
- d. All arrangement for measurement has to be made by the contractor. Nothing extrashall be payable on this account.
- e. Contractor shall suitably advise his site Engineer and all the workers as regard safe working at construction site. Necessary protective and safety equipment's in form of hand gloves, goggles, safety mask, Safety Jackets, Belt & Safety Shoes as per guidelines etc. shall be provided by the contractor to work on Construction site.
- f. All incidental charges of any kind including cartage, storage and wastage and safe custody of material etc. shall be borne by the contractor and no claim, whatsoever, shall entertained on this account.
- g. CPWD Manuals / guidelines amended up to date will be followed.
- h. **Working Drawings**
 - a) The Contractor has to prepare and submit working **drawings in hard and soft copy prepared in AUTOCAD, in consultation with on Engineer-in-charge before commencement of work.** No extra cost shall be paid on this account.
 - b) **The Contractor has to submit 3 copies** of as build drawings after completion of work with final bill. No extra cost shall be paid on this account.

B) Electrical Works: -

1. The work shall be carried out as per CPWD General specifications for electrical works part-I (Int.) 20 13, Part- II (Ext.) 1995 as amended up to date relevant IS codes & Indian electricity rules amended up to date wherever applicable and to the entire satisfaction of the Engineer - in-charge.
2. The contractor must study carefully all the specifications/schedule of work/additional terms & condition for electrical work and quote rates after accounting all works. No extra claim on any account shall be paid/ entertained other than the agreement/quoted rates.
3. The firm shall use only chase cutting machine for cutting the chases in the wall for recessed conduit wiring.
4. Any damage caused to the building during the execution of work shall be the responsibility of the Electrical contractor. The damage so caused shall have to be made good to the entire satisfaction of the Engineer-in-charge. The decision of the Engineer-in-charge shall be final and binding.
5. All the material to be used in the work shall be new and must be got approved from the Engineer-In-Charge before use in the work.
6. Bad workmanship in the opinion of Engineer-in-charge shall not be accepted and shall Be rectified by the contractor at his cost to the entire satisfaction of Engineer-in-charge.
7. Dismantled material shall be returned to the department at JE's store otherwise recovery for the same shall be made at current market rates.
8. All hardware items such as screws, thimbles, connectors, earth/neutral terminals, wires etc. which are essentially required for completing any item of work as per specifications will be deemed to have been included in the item even when the same have not been specifically mentioned.
9. Wherever it is not possible to provide rigid conduits, flexible metallic pipe with couplers clutches on both ends shall be provided for drawing/running the wires. However, such arrangement has to be kept to the barest minimum and only with the prior approval of Engineer-in-charge. The structure is double height hence nothing extra will be paid on A/c of dismantling and execution of work.
10. All T&P including ladders, wire drawing equipment, electrical chase cutting equipment, drill machine, meggar, and earth resistance testing equipment etc., required for the work shall have to be arranged by the contractor. Nothing extra shall be paid in this account.
11. The staff engaged by the contractor shall possess valid electrical license should be well behaved, polite and courteous. Any complaint against staff on behavior shall be taken very seriously and such staff should be removed by

the contractor immediately from the site and arrange replacement for the same failing which the Engineer-in-charge has the power to cancel the contract and the contractor shall have no claim of loss / compensation for this.

12. Safety of the staff deployed will be the responsibility of the contractor who must ensure the safety of the staff adequately, as per CPWD safety rules. Govt. /NHDC will not be responsible for any mishap, injury accident or death of the staff. No claim in this Regard shall be entertained/accepted by the department.
13. Labour welfare cess at @1% and other statutory deductions will be deducted from the bills payable to the firm in addition to income tax.
14. All the debris generated is to be cleared on daily basis and coordination/ cooperation is to be made with other agencies.
15. Nothing extra shall be paid on a/c of cartage etc. to the contractor.
16. The department shall be at liberty to discontinue / terminate the contract any time if the Performance is not found satisfactory or otherwise also without assigning any reason. The decision of Engineer-in-charge regarding above shall be binding on contract. No compensation shall be paid due to premature closure / termination of contract.
17. The firm shall have to obtain necessary Security Passes/Entry Passes by doing all necessary formalities before start of work. The department will only assist for the same.
18. Any delay on account of obtaining passes shall not be entertained on account of extension of time for the work.
19. Department will not provide the store to the agency and watch and ward of materials will be responsibility of contractor till completion/ handing over of the site to the client department.
20. Labour laws will be applicable as per GCC-2014 clause –19.
21. Submersible Pump shall be under Guarantee / warranty as per manufacturer.

List of Approved make

A. For Civil Works

Specification/brands names of materials (Refer materials, whichever are applicable for the scope of work) and finishes to be used for the work are listed below. However, approved equivalent materials and finishes of any other specialized firms may be used, in case it is established that the brands specified below are not available in the market and subject to approval of the alternate brand by the Engineer-in-Charge,

Sl.No	Materials	Approved make
1	Cement (PPC, OPC)	ACC, ULTRATECH, AMBUJA, JYPEE CEMENT, AND J.K. CEMENT
2	WHITE CEMENT	J.K. WHITE, BIRLA WHITE, TRAVANCORE
3	VITRIFIED TILES	H & R JOHNSON/KAJARIA/ RAK CERAMICS
4	LAMINATE	MARINO, GREENLAM or VIRGOLAM
5	ALUMINIUM EXTRUSIONS	HINDALCO/NALCO/JINDAL
6	ALL TYPES OF GLASS GLAZED TILE	ST. GOBAIN/ MODIGUARD/PILKINGTON/ KAZARIA or ORIENT
7	G I PIPE	TATA/JINDAL HISSAR/CLASS-B
8	GI FITTINGS	UNIK
9	CPVC PIPES & FITTINGS	ASTRAL/ AJAY FLOWGUARD/ASHIRWAD/ PRINCE/SUPREME
10	GLASS PANEL	TATA or SAINT GOBAIN
11	SANITARY WARES	HINDWARE, PARRYWARE, CERA
12	C.I. S/S PIPES & FITTINGS	SRIF or BC (ISI Marked)
13	SANITARY FITTINGS	JAQUAR /KOHLER/GROHE/PARKO
14	PLYWOOD, PLYBOARD or DOOR SHUTTER	GREEN, CENTURY or GARNET
15	PAINT	NEROLAC, ASIAN BERGER
16	STRUCTURAL STEEL	TATA, SAIL

B. Electrical Items

S.No.	Item	Makes
1	Wire	Havells, Finolex, KEI, Grandley, Polycab, National, Nicco.
2	Modular Boxes, Plates and switches	Legrand, North West, Havells, Siemens, L&T
3	PVC Conduits	BEC, AKG
4	Lights fittings	Phillips, Bajaj, GE, Wipro, Crompton, SYSKA
5	Ceiling Fans / Exhaust Fans / FreshAir Fan	Crompton Greaves, Havells, Khaitan

All other items not covered in the above list shall be got approved from the Engineer-in-charge before use in the project.

The Contractor shall be allowed to use items of other make provided it conforms to the specification provided under the head "Specifications" of the agreement and is not approved from the Engineer-in-charge before use.

CONTRACT AGREEMENT

This CONTRACT (hereinafter called the “Contract”) is made on the.....day of the month of 201 - between General Manager, Head Office, National Handloom Development Corporation Ltd, Greater Noida, _____ on the one hand (hereinafter called the Client) and on the other hand (Here in after called the Contractor).

WHEREAS

The Client has accepted the offer of _____ under _____ National Handloom Development Corporation Ltd Greater Noida, _____

AND WHEREAS The Contractor, having represented to the client that they have the required professional skills, personnel and technical resources, have agreed to provide the services and execute the works on the terms and conditions set forth in this Contract Agreement.

Now therefore the parties here to/ hereby agree as follows:

1.0 The following documents attached hereto shall be deemed to form an integral part of this contract:

1	Notice Inviting Tender	Annexure 'A'
2	Eligibility Condition	Annexure 'C'
3	Instruction to the bidders	Annexure 'D'
4	Integrity pact	Annexure 'E'
5	Scope of work	Annexure 'F'
6	General Conditions of Contract (Part I & II)	Annexure 'G'
7	Particular Conditions of Contract	Annexure 'H'
8	Special Condition & Clauses of Contract	Annexure 'I'
9	Additional Terms & Conditions for Civil & Electrical works	Annexure-'J'
10	Format of Contract Agreement	Annexure 'K'
11	Technical Bid Performa	Annexure-'M'
12	Experience of Company	Annexure-'N'
13	Undertaking	Annexure-'P'

14	List of preferred make	As per Tender Documents
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2.0 The mutual rights and obligations of the Employer and the Contractor shall be as set forth in the contract in particular:

- a) The Contractor shall carry out the services in accordance with the provisions of the contract and,
- b) The Client shall make payments to the contractor in accordance with the provisions of the contract.

In witness where of, the parties hereto have caused this contract to be signed in their respective names as of the day and year first above written.

Sign of Contractor:

Date:

Place:

General Manager
National Handloom Development Corporation Ltd

FORM OF PERFORMANCE SECURITY BANK GUARANTEE BOND

In consideration of the National Handloom Development Corporation Ltd having agreed under the terms and conditions of the Agreement no. Dated made between National Handloom Development Corporation Ltd and Second Party (here in called the said Construction Agency

..... for the work hereinafter called the said agreement) to

production of irrevocable bank guarantee for Rs

.....
(Rs.

..... Only) as a Security/Guarantee from the Construction Agency for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We(hereinafter referred as to “The Bank” hereby) (indicate the name of the bank) Undertake to pay to the National Handloom Development Corporation Ltd an amount not exceeding Rs.(Rs. only IN WORDS) on demand by the National Handloom Development Corporation Ltd.

2. We do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the National Handloom Development Corporation Ltd stating that the amount claimed is required to meet the recoveries due or likely to be due from the Second Party. Any such demand made on the Bank shall be conclusive as regards the amount due and the payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rs only IN WORDS)

3.We, the said bank further undertake to pay to the National Handloom Development Corporation Ltd any money that is demanded notwithstanding any dispute or disputes raised by the Second Party in any suit or proceeding pending before any court or Tribunal relating thereto, a liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of a liability for payment there under and the Second Party shall have no claim against us making such payment.

4. We.....further agree that the guarantee herein

contained shall remain in full force and effect during the period that would taken for the performance of the said agreement and that it shall continue to enforceable till all the dues of the National Handloom Development Corporation Ltd under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or Engineer-in-charge on behalf of the National Handloom Development Corporation Ltd certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Second Party and accordingly discharges this guarantee.

5 We..... (indicate the name of Bank) further agree with the the National Handloom Development Corporation Ltd that, the National Handloom Development Corporation Ltd shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the National Handloom Development Corporation Ltd against the said Second Party and to bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor or for any forbearance, act of omission on the part of the National Handloom Development Corporation Ltd or any indulgence by the National Handloom Development Corporation Ltd to the said contracts or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank of the contractor,

7. We..... Lastly undertake not to revoke this guarantee except with the previous consent of the National Handloom Development Corporation Ltd in writing.

8. This guarantee shall be valid up to..... Unless extended on demand by National Handloom Development Corporation Ltd. Notwithstanding anytime mentioned above, our liability against this guarantee is restricted to Rs.(Rs.

only) and unless a claim in writing is lodged with us within six months of the date of expiry of the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the..... Day of.....

For.....(Indicate the name of Bank)

TECHNICAL BID PERFORMANCE

1. GENERAL INFORMATION

NAME OF THE AGENCY/ FIRM ALONG WITH ADDRESS AND TELEPHONE / MOBILE NO AND E-MAIL ADDRESS (Registered office/ BranchOffice in Gujarat)	
NAME OF OWNER/ ALL PARTNERS/ ALLDIRECTORS	
TYPE OF FORMATION (Proprietorship/ Partnership / Pvt. Ltd/Ltd.)	
BANK ACCOUNT NUMBER WITH BANK NAMEAND ADDRESS	

Sign of Contractor:

Date: Place:

Annexure –N

EXPERIENCE OF COMPANY

Experience Certificate to be submitted in same / similar type of Performa as per eligibility condition.

1	Project title & Location :	
2	Name of the Client and Address :	
3	Describe area of participation (Specific Work done/services rendered by the applicant)	
4	Period of work Done/Services rendered for the project	
5	Total cost of similar nature of work as per completion Certificate	
6	Date of start of the work	
7	Date of completion of the work	
8	Completion Certificate issued by	
7	Any other details	

Sign of Client / Competent Authority:.....

Date :

Place:

* Should be notarized

UNDERTAKING

1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the tender document and undertake to comply with them.
2. The rates quoted by me are valid and binding upon me for the entire period of contract.
3. The earnest money of Rs. _____ to be deposited by me has been enclosed herewith vide demand Draft/ Banker Cheque no. dated: _____ drawn on Bank _____ Branch _____.
4. I hereby undertake to provide the service as per directions given in the tender document order within stipulated period.
5. I/We give the rights to General Manager to forfeit the earnest money deposited by me/us if any delay occurs on my/agent's part or failed to provide the service within the scheduled time or service of desired quality.
6. There is to declare and certify that the neither myself nor my firm has ever been blacklisted by any Govt./Semi Govt./Public/Private Institution.
7. I/We hereby certify that the firm poses all the required license/ certification to perform the work.

Sign of Contractor: _____

Full Name: _____

Designation: _____

Date: _____

Place: _____.

WARRANTY FORM

M/s. _____ having its registered office at _____ (Hereinafter referred to as the Contractor) having carefully studied all the documents, specifications, drawings etc. pertaining to the contract for Intensive repairs to toilets, roofing doors - windows, painting & polishing of steel grills, doors, windows, window cabin and white washing of officer's chambers, conference hall in Handicrafts and Handlooms Export Corporation of India (HHEC) building in Sec-2, G.B Nagar, Noida, UP.

DO HEREBY WARRANTY THAT

1. The Contractor is familiar with all the requirements of the contract.
2. The Contractor has investigated the site and satisfied himself regarding the character of the work and local conditions that may affect the work or its performance.
3. The Contractor is satisfied that the work can be performed and completed as required in the contract.
4. The Contractor accepts all risks directly or indirectly connected with the performance of the contract.
5. The Contractor has had no collusion with other contractors, with any of the men of the Engineer- in-charge or with any other person in Department executes the said works according to the terms and conditions of the contract.
6. The Contractor has not been influenced by any statement or promise of the Department of Engineer-in-charge but only the contract, documents.
7. The Contractor is financially solvent.
8. The Contractor is experienced and competent to perform the contract to the satisfaction of the Engineer-in-charge.
9. The statement submitted by the Contractor is true.
10. The Contractor is familiar with all general and special laws, acts, ordinance, rules and regulations of the municipalities, district, state and central govt. that may affect the work, its performance or personnel employed therein.

Dated:

For & behalf of the Contractor



NATIONAL HANDLOOM DEVELOPMENT CORPORATION LTD.

(A Government of India Enterprise)

4th Floor, Wegmans Business Park, Surajpur Kasana Road, Knowledge Park – III,

Greater Noida-201306

Tel. No.- 0120-2329600 Email: tender@nhdc.org.in

Schedule of Quantities (Price Bid)

Name of Work: *Repairing and Water Proofing of Roof of HHEC Building, Udyog Marg, Sector-2, Noida*

Bill of Quantities Scheduled Items

S.N	DSR NO.	Description of Items	Unit	Qty	Unit Rate	Amount
Civil Works: Repairs of Roof, water proofing and anti-termite treatment to Roofing in the Handicrafts and Handlooms Export Corporation of India Ltd. (HHEC) Building in Sector-2, Noida, GB Nagar, Uttar Pradesh.						
1.	12.21.1	Providing gola 75x75 mm in cement concrete 1:2:4 (1 cement: 2 coarse sand: 4 stone aggregate 10mm and down gauge), including finishing with cement mortar 1:3 (1 cement: 3 fine sand) as per standard design (in 75x75 mm deep chase)	Mtr.	300		
2.	12.22	Making khurras 45x45 cm with average minimum thickness of 5 cm cement concrete 1:2:4(1cement: 2 coarse sand: 4 graded stone aggregate of 20mm nominal size) over P.V.C. sheet 1m x 1m x 400 micron, finished with 12mm cement plaster 1:3 (1 cement: 3 coarse sand) and a coat of neat cement, rounding the edges and making and finishing the outlet complete.	each	10		
3.	12.41.2	Providing and fixing on wall face unplasticised Rigid PVC rain water pipes conforming to IS: 13592 Type A, including jointing with seal ring conforming to IS : 5382, leaving 10mm gap for thermal expansion, (i) Single socketed pipes (110mm diameter)	Mtr.	100		
4.	12.42.1.2	Providing and fixing on wall face unplasticised – PVC moulded fittings/ accessories for unplasticised Rigid PVC rain water pipes conforming to IS : 13592 Type A, including jointing with seal ring conforming to IS: 5382, leaving 10mm gap for thermal expansion.(Coupler - 110mm)	Each	10		
5.	12.42.5.2	Providing and fixing on wall face unplasticised – PVC moulded fittings/ accessories for unplasticised Rigid PVC rain water pipes conforming to IS : 13592 Type A, including jointing with seal ring conforming to IS: 5382, leaving 10mm gap for thermal expansion. (Bend 87.5° - 110mm bend)	Each	10		
6.	12.43.2	Providing and fixing unplasticised –PVC pipe clips of approved design to unplasticised – PVC rain water pipes by means of 50x50x50 mm hard wood plugs , screwed with M.S. screws of required length, including cutting brick work and fixing in cement mortar 1:4 (1	each	70		

		cement : 4 coarse sand) and making good the wall etc. complete. (110mm)				
7.	12.44	Providing and fixing to the inlet mouth of rain water pipe cast iron grating 15 cm diameter and weighing not less than 440 grams.	each	10		
8.	14.17	Raking out joints in lime or cement mortar and preparing the surface for re-pointing or replastering, including disposal of rubbish to the dumping ground, all complete as per direction of Engineer-in-charge.	Sqm	400		
9.	14.18.1	Flush pointing with cement mortar 1:3 (1cement :3 fine sand) mixed with 2% of integral water proofing compound by weight of cement for flat tile bricks on top of mud phaska : with F.P.S. brick tiles	Sqm	400		
10.	22.6	<p>Providing and laying water proofing treatment on roofs of slabs by applying cement slurry mixed with water proofing cement compound consisting of applying :</p> <p>a) After surface preparation, first layer of slurry of cement @0.488 kg/sqm. mixed with water proofing cement compound @0.253 kg/sqm.</p> <p>b) Laying second layer of Fibre glass cloth when the first layer is still green. Overlaps of joints of fibre cloth should not be less than 10 cm</p> <p>c) Third layer of 1.5 mm thickness consisting of slurry of cement @1.289 kg/sqm mixed with water proofing cement compound @0.670 kg/sqm and coarse sand@1.289 kg/sqm. This will be allowed to air cure for 4 hours followed by water curing for 48 hours. The entire treatment will be taken upto 30 cm on parapet wall and tucked into groove in parapet all around.</p> <p>d) Fourth and final layer of brick tiling with cement mortar (which will be paid for separately)</p> <p>For the purpose of measurement the entire treated surface will be measured.</p>	Sqm	860		
11.	22.14.1	Grading roof for water proofing treatment with (cement concrete 1:2:4 (1 cement: 2 coarse sand: 4 graded stone aggregate 20mm nominal size)	cum	35		