

INDIRA GANDHI RASHTRIYA MANAV SANGRAHALAYA, BHOPAL

NOTICE INVITING TENDER



N.I.T.NO. **10-10/07-Const. (Part) dt. 29/04/2019**

NAME OF WORK: - **Supply of Building Materials for Gond House (Narmada Valley)
in the Indira Gandhi Rashtriya Manav Sangrahalaya, Bhopal.**

| | |
|--|-----------------------------------|
| 1. ESTIMATED COST | Rs. 3,60,000/- |
| 2. LAST DATE & TIME OF ONLINE SUBMISSION OF BID | 22.05.2019 (15.00 Hrs.) |
| 3. DATE & TIME OF OPENNING | 22.05.2019 (16.00 Hrs.) |
| 4. EARNEST MONEY: | Rs.7,200/- |
| 5. COST OF TENDER FORM | Rs. 500/- (Rs. five hundred only) |
| 6. Completion Period | 1 (One) Month |

INDEX

Name of Work:- Supply of Building Materials for Gond House (Narmada Valley) in the Indira Gandhi Rashtriya Manav Sangrahalaya, Bhopal.

| Serial No. | Contents | Page No. | Remarks |
|------------|--|-----------|---------|
| 1 | Index | 1 | |
| | <u>PART - A</u> | | |
| 2. | Press Tender Notice | 2 | |
| 3. | Information and instructions for Contractors | 3 to 4 | |
| 4. | Notice inviting tender (CPWD - 6) | 5 to 11 | |
| 5. | Integrity Pact | 12 to 19 | |
| 6. | Tender and contract | 20 to 21 | |
| 7. | Schedule "A" to "F" (Civil) | 22 to 28 | |
| | <u>PART - B</u> | | |
| 8. | Receipt of Deposition of Original EMD | 29 | |
| 9. | Special conditions for supplying of Civil Building Materials | 30 | |
| 10. | Correction Slip to GCC 2014/Check list | 31 to 40 | |
| 11. | Schedule of Quantities | 41 | |

Certified that this bid document contains pages **1 to 41**

Director/officer authorized by
the Director for & on Behalf of
Director, IGRMS



BLANK

| NOTICE INVITING e-TENDER | | |
|---------------------------------|--|--|
| General Details | | |
| S.No. | N.I.T. NO | F-10-10/07-Const (Part) Dated: 29.04.2019 |
| 1 | Name of work & Location | Supply of Building Materials for Gond House (Narmada Valley) in the Indira Gandhi Rashtriya Manav Sangrahalaya, Bhopal. |
| 2 | Estimated Cost put to tender | Rs. 3,60,000/- |
| 3 | Tender Cost | Rs. 500/- (Non-Refundable) in favour of "Director IGRMS, Bhopal" |
| 4 | Earnest Money | Rs.7,200/- in favour of Director IGRMS, Bhopal |
| 5 | Tender Processing fee | Rs. 885/- including service tax (Non-Refundable) through e-payment in favour of M/S ITI Ltd. |
| 6 | Period of Completion | One Months (upto 31 st March, 2019) |
| 7 | Last date & time of online Submission of bid. | 22.05.2019 at 15:00 Hrs. |
| 8 | Last date & time of submission of original hard copy of EMD (Physical EMD)/ Documents reqd. (Technical Bid) | 22.05.2019 at 15:30 Hrs. |
| 9 | Date & time of online opening of documents (Technical bid/Financial bid) | 22.05.2019 at 16:00 Hrs. |
| 10 | Last date & time of submission of hard copies of Experience certificate (if any), Affidavit, if any, Undertaking and other documents as specified in the press by the Lowest, Tenderer Only. | |
| 11 | Help Desk | 09981783170, |

Director/officer authorized by the
Director for & on Behalf of Director,
IGRMS

**INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR e-TENDERING FORMING
PART OF NIT AND TO BE POSTED ON WEBSITE**

The Director, IGRMS, Bhopal on behalf of President of RMSS invites online [Item rate](#) tenders from approved registered suppliers/firms/contractors:

| NIT No. | Name of work & Location | Estimated cost put to bid | Earnest Money | Period of Completion | Last date & time of submission of bids | Time & Date of opening of Bid | Last date & time of submission of physical EMD | Period during Which Other Documents submitted |
|-----------------------------|---|---------------------------|---------------|----------------------|--|-------------------------------|--|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| F.No.10-10/07-Const. (Part) | Supply of Building Materials for Gond House (Narmada Valley) in the Indira Gandhi Rashtriya Manav Sangrahalaya, Bhopal. | Rs.360000/- | Rs.7200/- | 01 (One Month) | Upto 15:00 PM on 22/05/2019 | At 16:00 hrs. on 22/05/2019 | Within the period of bid submission | By The lowest tenderer within a week after opening of bid |

- The firm must be registered under State/Central Govt. shop and establishment act (through Municipal Corporation) enclosed the copy of certificates.
- Information and Instructions for bidders posted on website shall form of bid document.
- The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.tenderwizard.com/IGRMS or www.igrms.com/www.eprocure.gov.in free of cost.
- But the bid can only be submitted after **Depositing Proceeding Fee in favour of ITI Limited** and uploading the mandatory scanned documents such as Demand Draft or Pay order or Banker's Cheque or Deposit at call Receipt or Fixed Deposit Receipt and Bank Guarantee of any Schedule Bank towards EMD in favour of **Director, Indira Gandhi Rashtriya Manav Sangrahalaya (IGRMS), Bhopal** and other documents as specified. The physical EMD of the scanned copy of the EMD uploaded shall be deposited by all the bidders within the period of bid submission, failing which the tenders will be treated as invalid tender.
- Those suppliers/firms/contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
- On opening date, the suppliers/firms/contractors can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.

7. Suppliers/firms/contractors can upload documents in the form of **JPG** format and **PDF** format.
8. Suppliers/firms/manufactures must ensure to quote rate of each item. The column meant for quoting rate in figures appears in pink colour and the moment rate is entered, it turns sky blue.

In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0".

Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "**0**" (**ZERO**).

9. SC/ST suppliers/firms/contractors enlisted under class V category are exempted from processing fee payable to ITI, Ltd.

List of Documents to be scanned and uploaded within the period of bid submission:

- I. Demand Draft/ Pay order or Banker's Cheque/ Deposit at Call Receipt/FDR/Bank Gurantee of any Schedule Bank against EMD.
- II. Registration certificate of firm with any Govt. Department/Municipal Corporation/PWD /CPWD/MES etc.
- III. Certificate of Registration for GST, PAN.
- IV. Receipt of deposition of EMD in prescribed format. (Format enclosed)
- V. Experience Certificate of last 3 years in Govt. Organizations (if any)

Any other document as specified in the press notice.

MINIMUM ELIGIBILITY CRITERIA

The following shall be the minimum eligibility criteria for selection of Bidders.

1. The firm shall enclose attested copy of GST/PAN card & Registration Certificate in Govt. Departments also should be enclosed.
2. The firm should give a declaration that they have not been black-listed/ debarred for dealing by Government of India in the past.

Director/officer authorized by
the Director for & on Behalf of
Director, IGRMS

CPWD- form 6 FOR e-TENDERING**Notice Inviting Tender**

1. Item rate tenders are invited on behalf of Director, **Indira Gandhi Rashtriya Manav Sangrahalaya** from approved and eligible contractors of CPWD for the work of **Supply of Building Materials for Gond House (Narmada Valley) in the Indira Gandhi Rashtriya Manav Sangrahalaya, Bhopal.**

The enlistment of the suppliers/firms/manufactures should be valid on the last date of submission of bids.

In case the last date of submission of bid is extended, the enlistment of contractor should be valid on the original date of submission of bids.

- 1.1 The supply is estimated to Composite Cost: ₹.3,60,000/-. This estimate, however, is given merely as a rough guide.
- 1.1.1 The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NITs for calling the bids. He will also nominate Division which will deal with all matters relating to the invitation of bids.
For composite bid, besides indicating the combined estimated cost put to bid, should clearly indicate the estimated cost of each component separately. The eligibility of bidder will correspond to the combined estimated cost of different components put to bid.
- 1.2 Intending tenderer is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below:-

Criteria of eligibility for submission of bid documents

- 1.2.1 Criteria of eligibility for CPWD class II & Non CPWD contractors (if tenders are also open to Non CPWD contractor).**

Three similar works each of value not less than ₹ 130 lakh or two similar work each of value not less than ₹ 160 lakh or one similar work of value not less than ₹ 250 lakh in last 7 years ending last day of the month previous to the one in which the tenders are invited.

Similar works means 'Building Works with RCC framed structure'.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of tenders.

Class II contractors of CPWD should be registered for Western Region / Rajasthan / Delhi.

DELETED

- 1.2.2 Criteria of eligibility for CPWD as well as non-CPWD contractors : For works estimated to cost above Rs. 20 Crores – NOT APPLICABLE.**

To become eligible for issue of bid, the tenderer shall have to furnish an affidavit as under:-

I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for tendering in CPWD in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee. (Scanned copy to be uploaded at the time of submission of bid).

- ~~1.2.3 For CPWD class II/ Non CPWD contractors, as per the provisions of clause 1.2.1 above, it will be mandatory to upload the work experience certificate(s) and the affidavit as per the provisions of clause 1.2.2.~~

~~For such bids, Class-I contractors of CPWD are however eligible to submit the bids without~~

~~DELETED~~

~~submission of work experience certificate and affidavit. Therefore, CPWD class-I contractors shall upload two separate letters for experience certificate and affidavit to the effect that these documents are not required to be submitted by them. Uploading of these two letters is mandatory otherwise system will not clear mandatory fields.~~

2. Agreement shall be drawn with the successful bidders on prescribed Form No. CPWD 7 which is available as a Govt. of India Publication and also available on website www.cpwd.gov.in. Bidders shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
3. The time allowed for carrying out the work will be **1 (One)** Months from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.
4. (i) The site for the work is available. ...Yes...
OR
~~The site for the work shall be made available in parts as specified below:-~~
(ii) The architectural and structural drawing for the work is available
OR
~~The architectural and structural drawings shall be made available in phased manner, as per requirement of the same as per approved programme of completion submitted by the contractor after award of the work.~~
5. The tender document consisting of plans if any, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions Of Contract Form can be seen from website www.tenderwizard.com/IGRMS or www.igrms.com or www.eprocure.gov.in free of cost.
6. After submission of the bid the suppliers/firms/manufactures can re-submit revised bid any number of times but before last date and time of submission of tender as notified.
7. While submitting the revised bid, suppliers/firms/manufactures can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last date and time of submission of tender as notified.
8. When tenders are invited in three stage system and if it is desired to submit revised financial bid then it shall be mandatory to submit revised financial bid. If not submitted then the tender submitted earlier shall become invalid.
9. Earnest Money in the form of Treasury Challan or Demand Draft or Pay order or Banker`s Cheque or Deposit at Call Receipt / Fixed Deposit receipts of a scheduled bank / demand draft of a scheduled bank (drawn in favour of **Director, IGRMS, Bhopal**) shall be scanned and uploaded to the e-tendering website within the period of bid submission. "The original EMD should be deposited either in the office of O.I.C. (Engineering), IGRMS, Bhopal inviting bids within the period of bid submission.

This receipt shall also be uploaded to the e-tendering website by the intending bidder upto the specified bid submission date and time”

A part of earnest money is acceptable in the form of bank guarantee also. In such case, 50% of earnest money or Rs. 20 lakh, whichever is less, shall have to be deposited in shape prescribed above, and balance may be deposited in shape of Bank Guarantee of any scheduled Bank having validity for six months or more from the last date of receipt of bids which is to be scanned and uploaded by the intending bidders.

The physical EMD of the scanned copy of the EMD uploaded shall be deposited by all the bidders within the period of bid submission, failing which the tenders will be treated as invalid tender.

Interested contractor who wish to participate in the bid has also to make following payments **within the period of bid submission:**

- (i) **e-Tender Processing Fee – Rs.885/- (including Service Tax) the contractors shall be payable to M/s ITI Limited through their e-gateway by credit/debit card, internet banking or RGTS/NEFT facility or they have option to switch over to the new registration system without tender processing fee any time.**

Copy of Enlistment Order and certificate of work experience and other documents as specified in the press notice shall be scanned and uploaded to the e-tendering website within the period of bid submission. However, certified copy of all the scanned and uploaded documents as specified in press notice shall have to be submitted by the lowest bidder only uploaded within a week physically in the office of tender opening authority.

Online bid documents submitted by intending bidders shall be opened only of those bidders, who has deposited physical earnest money deposit and other documents scanned and uploaded are found in order including EMD.

The bid submitted shall be opened at **16:00 PM on 22.05.2019.**

10 The bid submitted shall become invalid **and e-Tender** processing fee shall not be refunded if:

- (i) The bidder is found ineligible.
- (ii) The bidder does not upload all the documents (including service tax registration/ VAT registration/ Sales Tax registration, receipt of EMD & scanned copy of EMD) as stipulated in the bid document.
- (iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically **by the lowest bidder** in the office of tender opening authority.
- (iv) The bidder does not deposit physical EMD within the period of bid submission.
- (v) If a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above/below on the total amount of the tender or any section/sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

11. The contractor whose bid is accepted will be required to furnish performance guarantee of 5% (Five Percent) of the bid amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10000/-) or Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any Scheduled Bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F' including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The earnest money deposited alongwith bid shall be returned after receiving the aforesaid performance guarantee.

The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board and Programme Chart (Time and Progress) within the period specified in Schedule 'F'.

12. Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.
13. The competent authority on behalf of the Director, IGRMS, Bhopal does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
- i. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
 - ii. The competent authority on behalf of Director, IGRMS, Bhopal reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.

14. No Engineer of gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.
15. The tender for the works shall remain open for acceptance for a period of sixty (60) days from the date of opening of tenders / **Ninety days from the date of opening of technical bids in case tenders are invited on 2 envelope system/ 120 days from the date of opening of technical bids in case tender are invited for specialized works on 3 envelop system** (strike out as the case may be) if any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, **then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.**
16. This notice inviting Bid shall form a part of the contract document. The successful bidders / contractor, on acceptance of his tender by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of : -
 - a) The Notice Inviting Bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender as uploaded at the time of invitation of tender and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence & negotiation leading thereto.
 - b) Standard C.P.W.D. Form 7/8 or other Standard C.P.W.D. Form as applicable
17. Financial Bid will be opened only for those tenderers who fulfilled the minimum eligibility criteria as stated in Page No.4 of this Tender under Minimum Eligibility Criteria.

18. For Composite Bids

18.1.1 The Executive Engineer in charge of the major component will call tenders for the composite work. The cost of bid document and Earnest Money will be fixed with respect to the combined estimated cost put to tender for the composite tender.

18.1.2 The tender document will include following three components:

Part A:- CPWD-6, CPWD-7/8 including schedule A to F for the major component of the work, Standard General Conditions of Contract for CPWD 2014 as amended / modified upto last date of receipt of tender.

Part B:- Particular Specifications and Special conditions, specifications and schedule of quantities as applicable to major component of the work.

Part C:- Schedule A to F for minor component of the work. (SE/EE in charge of major component shall also be competent authority under clause 2 and clause 5 as mentioned in schedule A to F for minor components). General, commercial & additional conditions, specifications and schedule of quantities applicable to minor component(s) of the work.

18.1.1 The bidders must associate with himself, agencies of the appropriate class eligible to bid for each of the minor component individually.

18.1.2 The eligible bidders shall quote rates for major component as well as for minor component of work.

- 18.1.3 After acceptance of the bid by competent authority, the EE in charge of major component of the work shall issue letter of award on behalf of the President of India. After the work is awarded, the main contractor will have to enter into one agreement with EE in charge of major component and has also to sign two or more copies of agreement depending upon number of EE's/DDH in charge of minor components. One such signed set of agreement shall be handed over to EE/DDH in charge of minor component. EE of major component will operate part A and part B of the agreement. EE/DDH in charge of minor component(s) shall operate Part C along with Part A of the agreement.
- 18.1.4 Entire work under the scope of composite tender including major and all minor components shall be executed under one agreement.
- 18.1.5 Security Deposit will be worked out separately for each component corresponding to the estimated cost of the respective component of works. The Earnest Money will become part of the security deposit of the major components of work.
- 18.1.6 The main contractor has to associate agency(s) for minor component(s) conforming to eligibility criteria as defined in the bid document and has to submit detail of such agency(s) to Engineer-in-charge of minor component(s) within prescribed time. Name of the agency(s) to be associated shall be approved by Engineer-in-charge of minor component(s).
- 18.1.7 In case the main contractor intends to change any of the above agency/agencies during the operation of the contract, he shall obtain prior approval of Engineer-in-charge of minor component. The new agency/agencies shall also have to satisfy the laid down eligibility criteria. In case Engineer-in-charge is not satisfied with the performance of any agency, he can direct the contractor to change the agency executing such items of work and this shall be binding on the contractor.
- 18.1.8 The main contractor has to enter into agreement with contractor(s) associated by him for execution of minor component(s). Copy of such agreement shall be submitted to EE/DDH in charge of each minor component as well as to EE in charge of major component. In case of change of associate contractor, the main contractor has to enter into agreement with the new contractor associated by him.
- 19 Running payment for the major component shall be made by EE of major discipline to the main contractor. Running payment for minor components shall be made by the Engineer-in-charge of the discipline of minor component directly to the main contractor.
- 20.1.12(A) The composite work shall be treated as complete when all the components of the work are complete. The completion certificate of the composite work shall be recorded by Engineer -in -charge of major component after record of completion certificate of all other components.
- 20.1.12(B) Final bill of whole work shall be finalized and paid by the EE of major component. Engineer(s) in charge of minor component(s) will prepare and pass the final bill for their component of work and pass on the same to the EE of major component for including in the final bill for composite contract.

INTEGRITY PACT

To,

Sub:- NIT No. **F.No.10-10/07-Const.(Part)** for the work **Supply of Building Materials for Gond House (Narmada Valley) in the Indira Gandhi Rashtriya Manav Sangrahalaya, Bhopal.**

Dear Sir,

It is here by declared that IGRMS 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 IGRMS, Bhopal.

Yours faithfully,

Director/officer authorized by
the Director for & on Behalf of
Director, IGRMS

To,

The Director
Indira Gandhi Rashtriya Manav Sangrahalaya,
Shamla Hills,
Bhopal-462013

Sub:- Submission of Tender for the work **Supply of Building Materials for Gond House (Narmada Valley) in the Indira Gandhi Rashtriya Manav Sangrahalaya, Bhopal.**

Dear Sir,

I / We acknowledge that IGRMS, Bhopal 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 IGRMS, Bhopal. 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, IGRMS 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 / authorised to
sign the relevant contract on behalf of IGRMS, Bhopal.**

INTEGRITY AGREEMENT

This Integrity Agreement is made aton this..... day of..... 20

BETWEEN

The Director, IGRMS, Bhopal,.....
IGRMS, Bhopal, (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 hereof
include its successors and permitted assigns)

Preamble

WHEREAS the Principal /Owner has floated the Tender (NIT No.**F.No.10-10/07-Const.(Part)**) (hereinafter referred to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract for **Supply of Building Materials for Gond House (Narmada Valley) in the Indira Gandhi Rashtriya Manav Sangrahalaya, Bhopal.**

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:
 - (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 endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

- 2) 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) commit 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 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. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - e) The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose (with each tender as per performa enclosed) 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
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) 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.**
- 5) 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 Indian Penal code (IPC)/Prevention of Corruption 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/ holding 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 subcontractors 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 Sub-contractors/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 12 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 Pacts as specified above, unless it is discharged/determined by the Competent Authority, IGRMS, Bhopal.

Article 7- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the **Director, IGRMS, Bhopal** 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** there of 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 Director, IGRMS, Bhopal)

(For and on behalf of Bidder/Contractor)

WITNESSES:

- 1. (Signature, name and address)
- 2. (Signature, name and address)

Place: -

Dated: -

C.P.W.D.-8
GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT

Item Rate Tender & Contract for Works

- (A) **Tender for the work of: - Supply of Building Materials for Gond House (Narmada Valley) in the Indira Gandhi Rashtriya Manav Sangrahalaya, Bhopal.**
- (i) **To be submitted by 15.00 PM on 22-05-2019 to O.I.C. (Engineering), IGRMS, Bhopal.**
- (ii) **To be opened in presence of tenderers who may be present at 16.00 PM on 22-05-2019 to in the office of O.I.C. (Engineering), IGRMS, Bhopal.**

Issued to.....

Signature of officer issuing the documents

Designation.....

Date of Issue

T E N D E R

I/We have read and examined the notice inviting tender, schedule, A,B,C,D, E & F. Specifications applicable, Drawings & Designs, General rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the President of India within the time specified in Schedule "F", viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

We agree to keep the tender open for thirty (30) days from the due date of its opening and not to make any modifications in its terms and conditions.

A sum of ₹.7,200/- is hereby forwarded in Multiple Treasury Challan or Demand Draft or Pay order or Banker's Cheque or Deposit at Call Receipt / Fixed Deposit receipts of a scheduled bank / demand draft of a scheduled bank/bank guarantee issued by a scheduled bank as earnest money. If I/We fail to furnish the prescribed performance guarantee within prescribed period, I/we agree that the said President of India or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that president of India or his successors in office shall without prejudice to any other right or remedy available in law be at liberty to forfeit the said earnest money and the performance guarantee absolutely. The said Performance Gurantee shall be guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

Futher, I/we agree that in case of forfeiture of earnest money or both earnest money and performance guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/We undertake and confirm that eligible similar work(s) has / have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/We shall be debarred for tendering in IGRMS, Bhopal in future forever. Also, if such a violation comes to the notice of Department before date of start of work, The Director, IGRMS shall be free to forfeit the entire amount of Earnest Money Deposit / Performance Guarantee.

I/We hereby declare that I/we shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated

Signature of Contractor

Postal Address

Witness:

Address :

Occupation :

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the President of India for a sum of Rs. _____

(Rupees _____)

The letters referred to below shall form part of this contract Agreement:-

- a)
- b)
- c)

For & on behalf of the Director, IGRMS, Bhopal

Signature _____

Designation _____

Dated

अनुसूचियां SCHEDULES
[FOR MAJOR (CIVIL) COMPONENT]

अनुसूची 'क' **SCHEDULE 'A'** मात्राओं
की अनुसूची (संलग्न)

Schedule of quantities (Enclosed) Page No.41

अनुसूची 'ख' **SCHEDULE 'B'**

ठेकेदार की निर्गत की जाने वाली सामग्रियों की अनुसूची

Schedule of materials to be issued to the contractor.

| क्रम. सं. S.No. | मद विवरण Description of item | मात्रा Quantity | जिस दर पर सामग्रियां ठेकेदार को प्रभारित होगी Rates in figures & words at which the material will be charged to the contractor | निर्गत स्थान Place of Issue |
|--------------------|---------------------------------|--------------------|---|--------------------------------|
| 1 | 2 | 3 | 4 | 5 |
| | | | | |

अनुसूची 'ग' **SCHEDULE 'C'**

ठेकेदार को भाड़े पर दिए जाने वाले औजार एवं संयंत्र

Tools and plants to be hired to the contractor

| क्रम सं. Sl. No. | विवरण Description | भाड़ा प्रभार प्रतिदिन Hire charges per day | निर्गत स्थान Place of Issue |
|---------------------|----------------------|---|--------------------------------|
| 1 | 2 | 3 | 4 |
| | | | |
| NIL | | | |

अनुसूची 'घ' **SCHEDULE 'D'**

कार्य के लिए विशेष अपेक्षाएं/दस्तावेज, यदि कोई हों, की अतिरिक्त अनुसूची

Extra schedule for specific requirements/documents for the work, if any. -----Nil-----

अनुसूची (ड) **SCHEDULE 'E'**

| | | |
|---------------------------------|---|---|
| 1. | टेके की सामान्य शर्तों का संदर्भ Reference to General Conditions of contract (B) कार्य का नाम Name of work: Supply of Building Materials for Gond House (Narmada Valley) in the Indira Gandhi Rashtriya Manav Sangrahalaya, Bhopal. | General Conditions of Contract for CPWD Works, 2014 as amended upto CON/280 |
| | कार्य की अनुमानित लागत Estimated cost of work | ₹ Cost : 3,60,000/- 7,200/- (To be returned after receiving Performance Gurantee) |
| | (i) धरोहर राशि Earnest money: | 5% of tendered value. निविदित मूल्य का 5 प्रतिशत |
| | (ii) निष्पादन गारंटी Performance guarantee : | 2.5% of tendered value निविदित मूल्य का 2.5 प्रतिशत OR 2.5% of tendered value plus 2.5% performance guarantee for contractor, involving maintenance of the building and services / any other work also. |
| | (iii) प्रतिभूति निक्षेप: Security Deposit: | |
| अनुसूची 'च' SCHEDULE 'F' | सामान्य नियम एवं दिशानिर्देश: General Rules & Directions: निविदा आमंत्रण करने वाला प्राधिकारी Officer inviting tender - कार्य की मर्दों की मात्रा के लिए अधिकतम प्रतिशत जिससे अधिक निष्पादित मर्दों के लिए दरों का निर्धारण खण्ड 12.2 और 12.3 के अनुसार होगा Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3. | Director, IGRMS, Bhopal |
| 2(v) | Definitions: भारसाधक इंजीनियर Engineer-in-Charge | निम्नानुसार see below O.I.C. (Engineering), IGRMS, Bhopal |
| 2(viii) | स्वीकार कर्ता प्राधिकारी Accepting Authority | Director, IGRMS, Bhopal |
| 2(x) | अतिरिक्त और लाभों को पूरा करने के लिए श्रम एवं सामग्रियों की लागत पर प्रतिशतता Percentage on cost of materials and labour to cover all overheads and profits. | 15% (Fifteen per cent) |
| 2(xi) | दरों की मानक अनुसूची Standard schedule of Rates | For Civil:- Delhi Schedule of rate 2014 (Civil) with correction slips issued upto date of receipt of tender. |
| 2(xii) | विभाग Department | Central Public Works Department |
| 9(ii) | मानक के.लो.नि.वि. ठेका फार्म Standard CPWD contract Form | CPWD form 8 (Print edition -2014) as modified & corrected upto DG/CON/291 dt. 04/01/2016 |

खण्ड Clause 1

- (पद्ध स्वीकृति पत्र जारी होने की तारीख से निष्पादन गारंटी के प्रस्तुतीकरण के लिए अनुमत समय
Time allowed for submission of performance programme chart (Time & Progress) & applicable labour licenses, registration with EPFO, ESIC & BOCW Welfare Board or proof of applying thereof from the date of issue of letter of acceptance 7 days
- (i) (उपर्युक्त प) में दी गई अवधि के पश्चात् अधिकतम अनुमेय एक्सटेंशन
 Maximum allowable extension with late fee @ 0.10% per day of performance guarantee amount beyond the period as provided in (i) above : 1 to 15 days

खण्ड Clause 2

खण्ड 2 के तहत प्रतिकार निश्चित करने वाला प्राधिकारी
 Authority for fixing compensation under clause 2

Director, IGRMS, Bhopal**खण्ड Clause 2A**

क्या खण्ड 2 क लागू होगा

Whether clause 2A shall be applicable

No**खण्ड Clause 5**

कार्य आरंभ की तारीख की गणना के लिए स्वीकृति पत्र के जारी होने की तारीख से दिनों की संख्या
 No. of days from the date of issue of letter of acceptance for reckoning date of start
 लक्ष्य नीचे दी गई सारणी के अनुसार

10 days.**Milestone(s) : - as per Table given below**

लक्ष्य (मील-पत्थर) सारणी

Table of milestone(s)

| S No | Description of Milestone (Financial) | Time allowed (From date of start) | Amount to be withheld in case of non-achievement of milestone as assessed from the running payments |
|------|--------------------------------------|-----------------------------------|---|
| 1. | 1/8th of tender value | 1/4th of stipulated time period | 1.25% of the tendered value of Major Component (Civil) for each milestone. |
| 2. | 3/8th of tender value | 1/2 of stipulated time period | |
| 3. | 3/4th of tender value | 3/4th of stipulated time period | |
| 4. | Full | Full | |

कार्य निष्पादित करने के लिए अनुमत समय

Time allowed for execution of work

1 (One) Month

Authority to decide

(i) Extension of Time

Director, Indira Gandhi Rashtriya Manav Sangrahalaya, Bhopal

(ii) Rescheduling of mile stones

Director, Indira Gandhi Rashtriya Manav Sangrahalaya, Bhopal

(iii) Shifting of date of start in case of, delay in handing over of site

Director, Indira Gandhi Rashtriya Manav Sangrahalaya, Bhopal

खण्ड **Clause 6, 6A**

खंड लागू-(6 या 6 क) Clause applicable

6 Aखण्ड **Clause 7**

अंतरिम भुगतान के लिए पात्र होने के लिए अंतिम ऐसे भुगतान के बाद कुल भुगतान एकत्रित सामग्रियों के अग्रिमों के समायोजन सहित किया जाने वाला कुल कार्य

Gross work to be done together with net payment/adjustment of advances for material collected, if any since the last such payment for being eligible to interim payment

Rs. 3,60,000/-**CLAUSE 7-A**

No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whether applicable are submitted by the contractor to the Engineer-in-charge.

खण्ड **Clause10B(ii)**

क्या खण्ड 10 ख ;पपद्ध लागू होगा

Whether clause 10B (ii) shall be applicable

Yes / हाँखण्ड**Clause10C**

Component of labour expressed as Percent of value of work

25% (Twenty five per cent)खण्ड**Clause10CA**

| Material covered under this clause | Nearest materials (Other than cement, reinforcement bars and structural steel) for which All India Whole Sale Price Index is to be followed. | Base Price of all materials covered under clause 10 CA * |
|------------------------------------|--|--|
| 1 Cement | NA | 1. 4,930/- Per MT |
| 2 Steel reinforcement | NA | 2. 37,808/- Per MT |
| 3 Structural steel | NA | 3. 37,045/- Per MT |

खण्ड**Clause10CC**

खण्ड 10 गग उन संविदाओं पर लागू होगा जिसमें कार्य समापन की अवधि, अमले कालम में दर्शाई गई अवधि से अधिक अनुबंधित है।

DELETE

Clause 10CC to be applicable in contracts

with stipulated period of compensation

exceeding the period shown in next column : **12 Months**खण्ड **Clause 11**

कार्य निष्पादन के लिए अनुपालन

Specifications to be followed for execution of work

For Civil : CPWD specification 2009, Volume-I & II**with correction slips upto date of receipt of tender.**

खण्ड Clause 12

| Type of Work | Maintenance Work |
|--|------------------|
| 12.2 & 12.3 विचलन सीमा जिसके परे खण्ड 12.2 तथा 12.3 भवन निर्माण कार्य के लिए लागू होंगे Deviation limit beyond which clauses 12.2 & 12.3 shall apply for building work (Other than foundation) | 50% |
| 12.5 (i) Deviation limit beyond which clauses 12.2 & 12.3 shall apply for foundation work (except earth work) | 50% |
| (ii) Deviation limit for items in earth work subhead of DSR or related items | 100% |

खण्ड Clause 16

घटी हुई दर निर्धारित करने की लिए सक्षम प्राधिकारी
Competent Authority for deciding
reduced rates

For civil :
Director, IGRMS, Bhopal

खण्ड Clause 18

~~कार्यस्थल पर डेकेदार द्वारा लगाये जाने वाली अनिवार्य
मशीनरी औजार एवं सयंत्रों की सूची :-
List of mandatory machines, tools and
plants to be deployed by the contractor at site.~~

खण्ड Clause 25

| Constitution of Dispute Redressal Committee (DRC) | Competent Authority to appoint DRC and Arbitrator |
|---|---|
| DRC shall constitute one Chairman and two members | Director IGRMS, Bhopal |

खण्ड Clause 31

Whether clause 31 shall be applicable **Yes**

खण्ड Clause 36(i)**“Requirement of Technical Representative(s) and Recovery Rate - NOT APPLICABLE**

| SNo | Minimum Qualification of Technical Representative | Discipline | Designation (Principal Technical / Technical representative) | Minimum experience | Number | Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of Clause 36(i) | |
|-----|---|------------|--|--------------------|------------|---|------------------------------------|
| | | | | | | Figures | Words |
| 1 | Graduate Engineer | CIVIL | Principal Technical Representative | 5-Years | ONE | Rs.15,000/- PM. | Rupees fifteen thousand per month |
| 2 | Graduate Engineer Or Diploma Engineer | CIVIL | Technical Representative | NIL 5-Years | TWO TWO | Rs.10,000/- PM. | Rupees Ten Thousand Per Month each |

सरकारी सेवा से सेवानिवृत्त वे सहायक अभियंता जो डिप्लोमाधारक हों, ग्रेजुएट अभियंता के बराबर माने जाएंगे।

“Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers.”

खण्ड **Clause 42**

| | | |
|--------|--|---|
| I) क) | सीमेन्ट और बिटुमन की अनुमानमूल मात्रा निर्धारित करने के लिए अनुसूची/विवरण | केलोनवि द्वारा मुद्रित दिल्ली दर अनुसूची 2014 के आधार पर |
| I) (a) | Schedule/statement for determining theoretical quantity of cement & bitumen | on the basis of Delhi Schedule of Rates 2014 printed by C.P.W.D.with correction slips issued up to date of receipt of tender. |
| II) | अनुमानमूलक मात्राओं में अनुमत्य विचलन Variations permissible on theoretical quantities. | |
| क) | सीमेन्ट जिन कार्यों के लिए निविदा में अनुमानित मूल्य रु. 5 लाख से अधिक न हो | |
| a) | Cement for works with estimated cost put to tender not more than Rs. 5 lakhs | Not Applicable |
| | जिन कार्यों के लिए निविदा में अनुमानित मूल्य रु. 5 लाख से अधिक हो | 2 प्रतिशत जमा/घटा |
| | for works with estimated cost put to tender more than Rs. 5 lakhs | 2 % plus/minus. |
| ख1) | बिटुमन सभी कार्यों के लिए | 2.5 प्रतिशत केवल जमा और घटा के पक्ष में शून्य |
| b) | Bitumen for all works | 2.5% plus only & Nil on minus side. |
| ग) | इस्पात प्रत्येक व्यास, कोट और श्रेणी के लिए पूर्णवर्लन और संरचनात्मक इस्पात काट | 2 प्रतिशत जमा/घटा |
| c) | Steel Reinforcement and structural steel sections for each diameter, section and category. | 2% plus/minus |
| घ) | सभी अन्य सामग्रियां | शून्य |
| d) | All other materials | Nil. |

अनुमत्य विचलन से अधिक की मात्राओं के लिए वसूली दरें

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

| क्रम सं. Sl No. | मद विवरण Description of item | अंको और शब्दों में वह दर जिस पर ठेकेदार से वसूली की जाएगी Rates in figures and words at which recovery shall be made from the Contractor | अनुमत्य विचलन से अधिक आधिक्य Excess beyond permissible variation | अनुमत्य विचलन से अधिक उपयोग घटाया Less use beyond the permissible variation |
|--------------------|---------------------------------|---|---|--|
| 1. | सीमेन्ट Cement | N.A. | | Rs. 5,423/- per MT |
| 2. | ईस्पात Steel Reinforcement | N.A. | | Rs. 41,589/- per MT |

FORM OF EARNEST MONEY (BANK GUARANTEE)

WHEREAS, contractor (Name of contractor) (hereinafter called "the contractor") has submitted his tender dated (date) for the construction of (name of work) (hereinafter called "the Tender")

KNOW ALL PEOPLE by these presents that we (name of bank) having our registered office at

..... (hereinafter called "the Bank") are bound unto

..... (Name and Division of Executive Engineer) (hereinafter called "the Engineer-in-Charge") in the sum of Rs. (Rs. in words) for which

Payment well and truly to be made to the said Engineer-in-Charge the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this day of 20... .

THE CONDITIONS of this obligation are:

- (1) If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender;
- (2) If the contractor having been notified of the acceptance of his tender by the Engineer-in-Charge:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required; OR
 - (b) fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instructions to contractor, OR
 - (c) fails or refuses to start the work, in accordance with the provisions of the contract and Instructions to contractor, OR
 - (d) fails or refuses to submit fresh Bank Guarantee of an equal amount of this Bank Guarantee, against Security Deposit after award of contract.

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

This Guarantee will remain in force up to and including the date.* after the deadline for submission of tender as such deadline is stated in the Instructions to contractor or as it may be extended by the Engineer-in-Charge, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE

SIGNATURE OF THE BANK

WITNESS

SEAL

(SIGNATURE, NAME AND ADDRESS)

*Date to be worked out on the basis of validity period of 6 months from last date of receipt of tender.

RECEIPT OF DEPOSITION OF ORIGINAL EMD**(Receipt No. / Date**)

1. Name of work: **Supply of Building Materials for Gond House (Narmada Valley) in the Indira Gandhi Rashtriya Manav Sangrahalaya, Bhopal.**
2. NIT No. : **F.No.10-10/07-Const. (Part)**
3. Estimate cost : **Rs. 3,60,000/-**
4. Amount of Earnest Money Deposit : **Rs.7,200/-**
5. Last date of submission of bid : **22/05/2019 upto 15:00 P.M**

 (To be filled by EMD receiving Authority)

1. Name of contractor :
2. Form of EMD :
3. Amount of Earnest Money Deposit : Rs.
4. Date of submission of EMD :

Signature Name & Designation of EMD
 Receiving Officer (EE/AE(P)/AE/AAO
 alongwith Officer stamp

Special Terms and conditions for supplying of Civil Building Materials.

1. The material is to be supplied at Indira Gandhi Rashtriya Manav Sangrahalaya, Shamla Hills, Bhopal (M.P.).
2. The Rates shall be inclusive of all taxes, transportation and levies etc. Nothing extra shall be paid on account of cartage, loading, unloading etc.
3. No advance payment will be made.
4. The department reserves the rights to cancel/postpone the Tender and due date respectively without assigning any reason.
5. Before quoting the firm should ensure availability of material to ensure delivery in time.
6. The GST and other taxes, as applicable are to be clearly mentioned by tenderer in the financial bid, which is to be taken care in running account and final bill of the contractor by the IGRMS.
7. Proof of procurement of all material & catalogue/test certificates to be attached along with tender (if any).
8. Statutory recoveries/deduction such as TDS on Income Tax, GST-TDS and Labour Cess as applicable shall be made from the payments.
9. The validity of rates will be applicable upto 6 months i.e. 180 days from the opening of tender at IGRMS.
10. The quantity of material will be increased or decreased as per actual requirement at site of work and pertaining to building materials time to time requirement of other section of IGRMS whenever be required within 6 months from the date of opening of tender.
11. The EMD is liable to be forfeited in full if the bidders fail to start the work after award. However in case of withdrawal of offer before award of the work, 50% of the EMD is liable to be forfeited.
12. The work shall be executed as directed by Engineer in charge.
13. The rates shall be inclusive of all taxes, transportation & any other charges.
14. The payment shall be made after completion of work or as decided by in Engineer-in-charge in the interest of work.
15. The Agency has to arrange all material, T&P, water and electricity at his cost. Nothing extra shall be paid separately.
16. The department shall not be responsible for any accident and theft before handing over and completion of work.
17. The department can close the contract at any time without any notice.
18. Any damage/ mishappenings/legal proceeding/compensation occurred during the execution of the contract shall be borne by the contractor and department shall not be responsible for any such occurrence.

**CORRECTION SLIPS TO GENERAL CONDITIONS OF
CONTRACT FOR C.P.W.D. WORKS – 2014**

| Existing Provision | Modified Provision |
|--|---|
| <p>Clause 36</p> <p>Contractors Superintendence, Supervision, Technical Staff & Employees (i) The contractor shallunder the contract.</p> <p>The contractor shallapproval from Engineer - in - charge and shall be available at site before start of work. All the provisions in event of absence of any of the representative(s) by more than two days. If the Engineer - in - charge, whoseshall be effected from the contractor as specified in Schedule 'F' andthe contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) along with every account bill / final bill and shall produce evidence if at any times so required by the Engineer-in-charge.</p> <p>(ii) The contractor shall providesupervision to the work. The contractor shall provide and employ.....execution of the work. The Engineer - in - charge shall be at liberty replaced as soon as possible by competent substitutes.</p> | <p>Clause 36</p> <p>Contractors Superintendence, Supervision, Technical Staff & Employees (i) The contractor shallunder the contract.</p> <p>The contractor shallapproval from Engineer - in - charge and shall be available at site before start of work. All the provisions in event of absence of any of the representative(s) by more than two days. If the Engineer - in - charge, whoseshall be effected from the contractor as specified in Schedule 'F' andthe contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) (In the form of copy of Form 16 or CPF deduction issued to the Engineers employed by him) along with every account bill / final bill and shall produce evidence if at any times so required by the Engineer-in-charge.</p> <p>(ii) The contractor shall providesupervision to the work. The contractor shall provide and employ.....execution of the work. The Engineer - in - charge shall be at liberty replaced as soon as possible by competent substitutes.</p> |
| <p>Clause 2 A</p> <p>Incentive For early Completion</p> <p>In case, the contractor completes the work ahead of scheduled completion time a bonus @ 1% (one percent) of the tendered value per month computed on per day basis, shall be payable to the contractor, subject to a maximum limit of 5% (five percent) of the tendered value. The amount of bonus, if payable, shall be paid along with final bill after completion of work. Provided always that provision of the Clause 2 A shall be applicable only when so provided in "Schedule F".</p> | <p>Clause 2 A</p> <p>Incentive For early Completion</p> <p>In case, the contractor completes the work ahead of updated stipulated date of completion considering the effect of extra work (to be calculated on pro-rata basis as cost of extra work X stipulated period / tendered cost), a bonus @ 1% (one percent) of the tendered value per month computed on per day basis, shall be payable to the contractor, subject to a maximum limit of 5% (five percent) of the tendered value. The amount of bonus, if payable, shall be paid along with final bill after completion of work. Provided always that provision of the Clause 2 A shall be applicable only when so provided in "Schedule F".</p> |
| <p>Schedule F</p> <p>Clause 10 CC</p> <p>Clause 10 CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next columnmonths.</p> <p>Schedule of component of other Materials, Labour, POL etc. for price escalation.</p> <p>Component of Civil (except materials covered under clause 10 CA) / Electrical construction Materials expressed as percent of total value of work - Xm.....%</p> <p>Component of labour - expressed as percent of total value of</p> | <p>Schedule F</p> <p>Clause 10 CC</p> <p>Clause 10 CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column ..12..months.</p> <p>Schedule of component of other Materials, Labour, POL etc. for price escalation.</p> <p>Component of Civil (except materials covered under clause 10 CA) / Electrical construction Materials expressed as percent of total value of work - Xm.....%</p> <p>Component of labour - expressed as percent of total value of</p> |

| | |
|---|--|
| <p>work - Y%</p> <p>Component of P.O.L. - expressed as percent of total value of work - Z%</p> | <p>work - Y%</p> <p>Component of P.O.L. - expressed as percent of total value of work - Z%</p> <p>Note : Xm% should be equal to (100) - (materials covered under clause 10 CA i.e. Cement, Steel and other material specified in clause 10 CA + Component of Labour + Component of P.O.L.).</p> |
| <p>Schedule F</p> <p>Clause 12</p> <p>Type of work ___**_____</p> <p>*** To be filled by NIT approving authority either Project and original work or Maintenance works including works of upgradation, aesthetic, special repair, addition / alteration</p> | <p>Schedule F</p> <p>Clause 12</p> <p>Type of work Maintenance work</p> <p>*** To be filled by NIT approving authority either Project and original work or Maintenance works including works of upgradation, aesthetic, special repair, addition / alteration in buildings.</p> <p>The items related to road work like upgradation / improvement of footpath & central verge, improvement of carriage way by patch repair or annual / periodical repairs or road surface and A/R & M /O works pertaining to road shall be treated as maintenance work.</p> <p>New road construction works and the strengthening of road surface shall be considered as original works.</p> |

| Existing Provision | Modified Provision |
|--|---|
| <p>Clause 5 Time and Extension for delay 5.1 As soon as possible after the contract is concluded, the Contractor shall submit a Time and progress Char for each mile stone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer - in - charge and the Contractor within the limitations of time imposed in the Contract documents, 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 mile stones given in Schedule -F.</p> | <p>Clause 5 Time and Extension for delay 5.1 As soon as possible after the contract is concluded, the Contractor shall submit a Time and progress Char for each mile stone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer - in - charge and the Contractor within the limitations of time imposed in the Contract documents, 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 mile stones given in Schedule -F.</p> <p>(a) Project Management shall be done by using project management software for works costing more than Rs. 5 Crore.</p> <p>(b) The project management shall be done using M.S. Project software for works costing more than Rs. 5 Crore and up to Rs. 20 Crore.</p> <p>For works costing more than Rs. 20 Crore, Project management shall be done using Primavera Software.</p> <p>PROGRAMME CHART</p> <p>(i) The contractor shall prepare an integrated programme chart in MS Project / Primavera software for execution of work , showing clearly all activities from the start of work to completion, with details of manpower, equipment and machinery required for the fulfillment of the programme within the stipulated period or earlier and submit the same for approval to the Engineer - in - charge within ten days of award of the contract. A recovery of Rs. 2500/- (for works costing upto Rs. 20 Crores) / Rs. 5000/- (for works costing more than Rs. 20 Crores)shall be made on per day basis in case of delay in submission of the above programme.</p> <p>(ii) The programme chart should include the following :</p> <p>(a) Descriptive note explaining sequence of the various activities.</p> <p>(b) Network (PERT / CPM / BAR CHART)</p> <p>(c) Programme for procurement of materials by the contractor. Programme of procurement of machinery / equipments having adequate capacity, commensurate with the quantum of work to be done within the stipulated period, by the contractor. In addition to above to achieve the progress of work as per programme, the contractor must bring at site adequate shuttering material required for cement concrete and RCC works etc. for three floors within one month from the date of</p> |

| | |
|--|--|
| | <p>start of work till the completion of RCC work as per requirement of work. The contractor shall submit shuttering schedule adequate to complete structure work within laid down physical milestone.</p> <p>(iii) If at any time, it appears to the Engineer - in - charge that the actual progress of work does not conform to the approved programme referred above or after rescheduling of milestones, the contractor shall produce a revised programme within 7 (seven) days, showing the modifications to the approved programme to ensure timely completion of the work. The modified schedule of programme shall be approved by the Engineer - in - charge. A recovery of RS. 2500/- (for works costing up to Rs. 20 crores) / Rs. 5000/- (for works costing more than Rs. 20 crores) shall be made on per day basis in case of delay in submission of the modified programme.</p> <p>(iv) The submission for approval by the Engineer - in - charge of such programme or such particulars shall not relieve the contractor of any of the duties or responsibilities under the contract. This is without prejudice to the right of Engineer - in -charge to take action against the contractor as per terms and conditions of the agreement.</p> <p>(v) The contractor shall submit the progress report using MS Project / Primavira software with base line programme referred above for the work done during previous month to the Engineer - in - Charge on or before 5th day of each month failing which a recovery Rs. 2500/- (for works costing upto Rs. 20 Crores) / Rs. 5000/- (for works costing more than Rs. 20 Crores) shall be made on per day basis in case of delay in submission of the monthly progress report.</p> |
| <p>CLAUSE 1 Performance Guarantee (Page 12)</p> <p>(ii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.</p> | <p>CLAUSE 1 Performance Guarantee (Page 12)</p> <p>(ii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.</p> <p>However, in case of contracts involving maintenance of building and services / any other work, 2.5% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year-wise proportionately.</p> |

| Existing Provision | Modified Provision |
|--|---|
| <p>Clause 1 A Recovery of Security Deposit (Page 12-13) The person / persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit Government at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of the work. Earnest money shall be adjusted first in the security deposit and further recovery of security deposit shall commence only when the up-to-date amount of security deposit starts exceeding the earnest money. Such deductions will be made and additional security to the Government to make good the deficit. All compensations or the other sums of money payable by the contractor underdeposit 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 deposited at the time of tenders will be treated as part of the Security Deposit.</p> | <p>Clause 1 A Recovery of Security Deposit (Page 12-13) The person / persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit Government at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 2.5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 2.5% of the tendered value of the work. Such deductions will be made and additional security to the Government to make good the deficit. All compensations or the other sums of money payable by the contractor underdeposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above.</p> |
| <p>CLAUSE 3 A (Page 16) In case the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work, 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.</p> | <p>CLAUSE 3 A (Page 16) In case the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work or one month whichever is higher, either party may close the contract. In case contractor wants to close the contract, he shall give notice to the department starting the failure on the part of department. In such eventuality, the Performance Guarantee of the contractor shall be refunded within following time limits: (i) If the Tendered value of work is up to Rs. 45 lacs : 15 days (ii) If the Tendered value of work is more than 45 and up to Rs. 2.5 Crore : 21 days (iii) If the Tendered value of work exceeds Rs. 2.5 Crore : 30 days. If PG is not released within prescribed time limit, then a simple interest @ 0.25% per month shall be payable on PG to the contractor. A Compensation for such eventuality, on account of damages etc. shall be payable @ 0.25% of tendered amount subject to maximum limit of Rs. 10 lacs.</p> |
| <p>CLAUSE 5 Time and Extension for Delay (Page 16) The time allowed for execution in schedule 'F' 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, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee absolutely. 5.4 In any such case the authority as indicated in Schedule 'F' 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 authority as indicated in Schedule 'F' 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 authority as indicated in Schedule 'F' and this shall be binding on the contractor.</p> | <p>CLAUSE 5 Time and Extension for Delay (Page 16) The time allowed for execution in schedule 'F' 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, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee absolutely. 5.4 In any such case the authority as indicated in Schedule 'F' may give a fair and reasonable extension of time and reschedule the milestones for completion of work. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority as indicated in Schedule 'F' in writing, within 3 months or 4 weeks of the date of receipt of such request respectively. Non application by the contractor for extension of time / rescheduling of the milestones shall not be a bar for giving a fair and reasonable extension / rescheduling of the milestones by the authority as indicated in Schedule 'F' and this shall be binding on the contractor.</p> |

| Existing Provision | Modified Provision |
|--|---|
| <p>Clause 7 ent of intermediate certificate to be regarded as Advance</p> | <p>Clause 7 In case of delay in payment of intermediate bills after 45 days of submission of bill by the contractor, a simple interest @ 7.5% per annum shall be paid to the contractor which will be compounded on yearly basis.</p> |
| <p>CLAUSE 8 B Completion plans to be submitted by the contractor (Page -21) The contractor shall submit completionwithin thirty days of the completion of the work. In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable.....decision of the Superintending Engineer shall be final and binding on the contractor.</p> | <p>CLAUSE 8 B Completion plans to be submitted by the contractor (Page -21) The contractor shall submit completionwithin thirty days of the completion of the work. In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable.....decision of the Superintending Engineer shall be final and binding on the contractor. The contractor shall submit completion plan for water sewerage and drainage line plan within thirty days of the completion of the work. In case, the contractor fails to submit the completion plan as aforesaid, the department will get it done through other agency at his cost and actual expenses incurred plus Rs. 15,000/- for the same shall be recovered from the contractor.</p> |
| <p>Clause 9 Payment of Final Bill (Page 21) The final bill shall be submitted by the contractor to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer -in -charge, will as far as possible be made within the period specified hereinunder, the period being reckoned from the date of receipt of the bill by the Engineer - in - charge or his authorized Asstt. Engineer, complete with account of materials issued by the Department and dismantled materials. (i) If the Tendered value of work is up to Rs. 15 lac : 3 months. (ii) If the Tendered value of work exceeds Rs. 15 lac : 6 months</p> | <p>Clause 9 Payment of Final Bill (Page 21) The final bill shall be submitted by the contractor to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer -in -charge, will as far as possible be made within the period specified hereinunder, the period being reckoned from the date of receipt of the bill by the Engineer - in - charge or his authorized Asstt. Engineer, complete with account of materials issued by the Department and dismantled materials. (i) If the Tendered value of work is up to Rs. 45 lac : 2 months. (ii) If the Tendered value is more than 45 and up to Rs. 2.5 Crore : 3 months (iii) If the Tendered value of work exceeds Rs. 2.5 Crore : 6 months In case of delay in payment of final bills after prescribed time limit, a simple interest @ 7.5% per annum shall be paid to the contractor which will be compounded on yearly basis.</p> |
| <p>CLAUSE 10 CA Payment due to variation in prices of materials after receipt of tender (Page 26) If after submission of the tender, the price of materials specified in of the contract without any action under Clause 2. However for work done / during the justified period extended as above, it will be limited to indices prevailing at the time of stipulated date of completion or as prevailing for the period under consideration, whichever is less.</p> | <p>CLAUSE 10 CA Payment due to variation in prices of materials after receipt of tender (Page 26) If after submission of the tender, the price of materials specified in of the contract without any action under Clause 2. However for work done / during the justified period extended as above, it will be limited to indices prevailing at the time of updated stipulated date of completion considering the effect of extra work (to be calculated on pro-rata basis as cost of extra work 'X' stipulated period / tendered cost).</p> |

| Existing Provision | Modified Provision |
|---|--|
| <p>CLAUSE 10 CC Payment due to increase / decrease in Prices / Wages (excluding materials covered under clause 10 CA after Receipt of Tender for Works (Page 27) If the prices of materials provisions of clause 5 of the contract without any action under clause 2. However, for the work done during the justified period extended as above, the compensation as detailed below will be limited to prices / wages prevailing at the time of stipulated date of completion or as prevailing for the period under consideration, whichever is less. No such compensation shall be payable for a work for which the stipulated period of completion is equal to or less than the time as specified in Schedule 'F'.</p> | <p>CLAUSE 10 CC Payment due to increase / decrease in Prices / Wages (excluding materials covered under clause 10 CA after Receipt of Tender for Works (Page 27) If the prices of materials provisions of clause 5 of the contract without any action under clause 2. However, for the work done during the justified period extended as above, the compensation as detailed below will be limited to prices / wages prevailing at the time of updated stipulated date of completion considering the effect of extra work (to be calculated on pro-rata basis as cost of extra work X stipulated period / tendered cost). No such compensation shall be payable for a work for which the stipulated period of completion is equal to or less than the time as specified in Schedule 'F'.</p> |
| <p>CLAUSE 12 Deviations / Variations Extent and Pricing (Page 32-33) 12.2 Extra items and pricing In case of extra item(s) (items that are completely new, and are in addition to the items contained in the contract), the contractor may within fifteen days of receipt of order or occurrence of the item(s) 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 .</p> <p>Substituted items, pricing In the case of substituted items (items that are taken up with partial substitution substituted item shall also be determined in the manner as mentioned in the following para.</p> <p>Deviated Quantities, pricing In the case of contract items, substituted items, contract cum substituted items, which exceed the limits laid down in schedule 'F' the Engineer - in - charge shall within one month of receipt of claims supported by analysis, after giving consideration to the analysis of the rates in accordance with the rates so determined.</p> | <p>CLAUSE 12 Deviations / Variations Extent and Pricing (Page 32-33) 12.2 Extra items and pricing In case of extra item(s) (items that are completely new, and are in addition to the items contained in the contract), the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and the Engineer -in -charge shall within prescribed time limit of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined .</p> <p>Substituted items, pricing In the case of substituted items (items that are taken up with partial substitution substituted item shall also be determined in the manner as mentioned in the following para.</p> <p>Deviated Quantities, pricing In the case of contract items, substituted items, contract cum substituted items, which exceed the limits laid down in schedule 'F' the Engineer - in - charge shall within prescribed time limit of receipt of claims supported by analysis, after giving consideration to the analysis of the rates in accordance with the rates so determined. In case the rates are not determined within following time limits : (i) If the Tendered value of work is up to Rs. 45 lac : 30 days (ii) If the Tendered value of work is more than 45 and up to Rs. 2.5 Crore : 45 days (iii) If the Tendered value of work exceeds Rs. 2.5 crore : 60 days and no contrary intimation is given to the contractor within time limit prescribed above and the work is also allowed to continue at site as ordered for extra / substitute / deviated items then it is construed that the rates claimed by the contractor are accepted by the Engineer - in - Charge.</p> |

| Existing Provision | Modified Provision |
|---|---|
| <p>Clause 13 Foreclosure of contract due to Abandonment or Reduction in Scope of Work (Page 34)</p> <p>The contractor shall, if required by the Engineer - in -charge, furnish to him, books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.</p> <p>The reasonable amount of items on (i), (iv) and (v) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closures, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the Government as per item (ii) above. Provided always that against any payments due to the contractor on this account or otherwise, the Engineer - in -charge shall be entitled to recover or be credited with any outstanding balances due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the Government from the contractor under the terms of the contract.</p> | <p>Clause 13 Foreclosure of contract due to Abandonment or Reduction in Scope of Work (Page 34)</p> <p>The contractor shall, if required by the Engineer - in -charge, furnish to him, books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.</p> <p>The reasonable amount of items on (i), (iv) and (v) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closures, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the Government as per item (ii) above. Provided always that against any payments due to the contractor on this account or otherwise, the Engineer - in -charge shall be entitled to recover or be credited with any outstanding balances due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the Government from the contractor under the terms of the contract.</p> <p>A compensation for such eventuality, on account of damages etc. shall be payable @ 0.5% of cost of work remaining incomplete on date of closure i.e. total stipulated cost of the work less the cost of work actually executed under the contract shall be payable.</p> |
| <p>CLAUSE 15 Suspension of Work (Page 37)</p> <p>(i) The contractor shall, on instructions given in that behalf by the Engineer - in -charge.</p> <p>(ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above :</p> <p>(a) the contractor a part, and ;</p> <p>(b) If the total periodexpiry of the period of 30 days.</p> <p>(iii) If the works or part thereof 30 days of the expiry of the period of 3 months.</p> <p>Provided, further, that the contractor shall not be entitled to claim any compensation from Government for the loss suffered by him on account of delay by Government in the supply of materials in schedule 'B' where such delay is covered by difficulties relating to the supply of wagons, force majeure including non- allotment of such materials by controlling authorities, acts of God, acts of enemies of the state / country or any reasonable cause beyond the control of the Government.</p> | <p>CLAUSE 15 Suspension of Work (Page 37)</p> <p>(i) The contractor shall, on instructions given in that behalf by the Engineer - in -charge.</p> <p>(ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above :</p> <p>(a) the contractor a part, and ;</p> <p>(b) If the total periodexpiry of the period of 30 days.</p> <p>(iii) If the works or part thereof 30 days of the expiry of the period of 3 months.</p> <p>CLAUSE 15 A The contractor shall not be entitled to claim any compensation from Government for the loss suffered by him on account of delay by Government in the supply of materials in schedule 'B' where such delay is covered by the difficulties relating to the supply of wagons, force majeure or any reasonable cause beyond the control of the Government. This clause 15 A will not be applicable for works where no material is stipulated.</p> |

| Existing Provision | Modified Provision |
|---|---|
| <p>CLAUSE 36 (i)</p> <p>Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers.</p> | <p>CLAUSE 36 (i)</p> <p>Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers.</p> <p>Diploma holder with minimum 10 year relevant experience with a reputed construction co. can be treated at par with Graduate Engineers for the purpose of such deployment subject to the condition that such diploma holders should not exceed 50% of requirement of degree Engineers.</p> |
| <p>Clause 25 (ii) 5th Paragraph</p> <p>The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act-1996 (26 of 1996) or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.</p> | <p>Clause 25 (ii) 5th Paragraph</p> <p>The arbitration shall be conducted in the accordance with the provisions of the Arbitration and Conciliation Act-1996 (26 of 1996)/ The Jammu & Kashmir Arbitration and Conciliation Act, 1997 (35 of 1997) (as the case may be) or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.</p> |

CHECK LIST FOR TERMS & CONDITIONS/DOCUMENTS

(To be filled by the bidder and to be attached with the bid)

| Sr.No. | Description | Attached at Page No. |
|---------------|--|-----------------------------|
| 1 | Cost of tender form | |
| 2 | Bid Security/EMD Amount deposited | |
| 3 | Details of Demand Draft/Bank Guarantee (Bank Name/amount/date) | |
| 4 | Scheduled "F" Signed | |
| 5 | Registration Certificate | |
| 6 | Quotation being submitted directly by the manufacturer or authorized distributor | |
| 7 | In case of Authorized distributor authority letter from manufacturer/principle enclosed. | |
| 8 | Undertaking that I. The firm has not been black listed in the past by any government/private/organization. II. The firm has so vigilance case/CBI/FEMA case pending against him. | |
| 9 | Literature/original Catalogue of the product attached | -N/A- |
| 10 | Quality Certification documents as per tender terms & Conditions/Specifications. Please specify | |

I/We have enclosed all the required documents at pages indicated above. In case above documents are not found enclosed, my/our quotation may be summarily rejected.

Signature & seal of the bidder(s)

Details of the bidders:-

Name of the firm:-

Full Address for communication:

GST No. :-

Govt. Registration No. :-

Phone No. :-

Fax No. :-

E-Mail Address:-

Name & Mobile No of person/authorized

Signatory to be contacted for this tender:-

-*-End of Tender Document-*-