



REQUEST FOR PROPOSAL (RFP) For

Construction of Automated Multilevel Car Parking System at Central Civil Secretariat, Itanagar Arunachal Pradesh.

**(Subhead: Civil works, Sanitary works, Electrical Works, Interiors, Lift
works, Automatic Parking system and Operations & Maintenance
works)**

**NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT CORPORATION LTD
(MINISTRY OF ROAD TRANSPORT & HIGHWAYS, GOVT. OF INDIA)**

MAY, 2020

**NHIDCL, 3RD FLOOR, PRESS TRUST OF INDIA BUILDING, 4, PARLIAMENT STREET,
NEW DELHI – 110001**

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DISCLAIMER

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided

This RFP document is not an agreement, is not an offer or invitation to any other party. The purpose of this RFP document is to provide shortlisted parties with information to assist the formulation of their bid. The information is not intended to be exhaustive. Bidders are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely solely on the information in RFP.

The information is provided on the basis that it is non – binding on National Highways & Infrastructure Development Corporation Ltd. (NHIDCL), Delhi, or any of its authorities or agencies or subsidiaries or any of their respective officers, employees, agents or advisors.

National Highways & Infrastructure Development Corporation Ltd. (NHIDCL), Delhi, reserves the right not to proceed with the Project or to change the configuration of the Project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any party submitting the Bid.

While NHIDCL have taken due care in the preparation of the information contained herein and believe it to be accurate neither National Highways & Infrastructure Development Corporation Ltd. (NHIDCL), Delhi, nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors gives any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

No reimbursement of cost of any type will be paid to persons or entities submitting their Bid.

DEFINITIONS

“Engineer - in – charge / Engineer” means person/ agency nominated by the NHIDCL.

“Employer” means NHIDCL

“NHIDCL” means NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.

“Project” means “Construction of Automated Multilevel Car Parking System at Central Civil Secretariat, Itanagar, Arunachal Pradesh on Item rate basis.

“Site” means the place where the buildings and associated infrastructures are to be constructed.

“Bid” or **“Bids”** shall mean the offer submitted by a Bidder in accordance with this document for the above project.

“Bidder/ Contractor” means a firm that has submitted its Bid or Bids for the Project.

“Completion Date” is the date of completion of the Works as certified by the Engineer-In-Charge.

“Contract” is the Contract between the Employer and the Contractor to execute, complete, and execute operation & maintenances of the Works for 5years.

“Contract Data” defines the documents and other information, which comprise the Contract.

“Contractor” is a person or corporate body whose Bid to carry out the Works has been accepted by the Employer.

“Contractor's Bid” is the online submission of the Bid and subsequent submission of documents to be submitted in the physical form as required under the ITB.

“Contract Price” is the price stated in the Letter of Intent/ Acceptance and thereafter as adjusted in accordance with the provisions of the Contract

“Estimated Cost” is the estimated project cost (excluding GST).

Construction of Automated Multilevel Car Parking System at Central Civil Secretariat, Itanagar, Arunachal Pradesh (Sub head: Civil Works, Sanitary & Drainage works, Electrical Works, Lift works, Automatic Parking system and Operations & Maintenance works etc.)



SECTION - I

Construction of Automated Multilevel Car Parking System at Central Civil Secretariat, Itanagar, Arunachal Pradesh (Sub head: Civil Works, Sanitary & Drainage works, Electrical Works, Lift works, Automatic Parking system and Operations & Maintenance works etc.)



NOTICE INVITING TENDER

Dated: 29.05.2020

(National Competitive Bidding through e-Tendering mode only)

RFP for “Construction of Automated Multilevel Car Parking System at Central Civil Secretariat, Itanagar, Arunachal Pradesh (Sub head: Civil Works, Sanitary& Drainage works, Electrical Works, Lift works, Automatic Parking system and Operations & Maintenance works etc).

National Highways& Infrastructure Development Corporation Ltd. (hereinafter called “the Employer”) hereby invites item rate bids on two bid systems through e-tendering for the following work from experienced firms/organizations excluding those firms who have been declared as non- performing by MoRTH/NHAI/MoSHIPPING/NHIDCL or the firms those are blacklisted/ debarred for specified period by MoRTH/NHAI/MoSHIPPING/NHIDCL and against whom such action is under process by MoRTH/ NHAI/MoSHIPPING/NHIDCL

The NHIDCL represented by Managing Director,invites bids from eligible contractors for the following project:

Name of Work	Contract No. / e-tender no.	Estimated Cost (Rs. in Crores) (excluding GST)	Time of Completion
Construction of Automated Multilevel Car Parking System at Central Civil Secretariat, Itanagar, Arunachal Pradesh (Sub head: Civil Works, Sanitary & Drainage works, Electrical Works, Interiors, Lift works, Automatic Parking system and Operations & Maintenance works)	NHIDCL/AMLCP Const Work/AP/2020	16.25	15 Months

1. Cost of Bid Documents (Non-Refundable): Rs. 5,900/- (inclusive of 18% GST).

2. The preliminary requirements of bidding firm/contractor for the above work are mentioned as under: (detailed requirements are given in the Bid Document).

Bid Security (Rs.)	Average Annual Turnover during last 5 financial years (Rs. in Crores)	Work of Similar Nature during last 5 years.
16,25,000/-	6.50 Cr	<p>One work of Rs.13.00 Crore (i.e. 80% of estimated cost) and 90 ECS of Automated Car Parking System with Shuttle technology including the civil work.</p> <p>(or)</p> <p>Two works of Rs.9.75 Crore each (i.e.60% of estimated cost) and 70 ECS of Automated Car Parking System with Shuttle technology including the civil work.</p> <p>(or)</p> <p>Three works of Rs.6.50 Crore each i.e.(40% of estimated cost) and 45ECS of Automated Car Parking System with Shuttle technology including the civil work.</p> <p>The “<i>similar work</i>”: means construction of Automated Multi Level Car Parking System with Shuttle Technology either over ground or underground.</p>

Note:

- Joint Venture /consortium is allowed of maximum 2 partners/members, out of which one should be Original Equipment Manufacturer (OEM) having manufacturing facility in India and have executed Automatic / Robotic car parking with shuttle technology in India in the last 5 years ending on the last date of submission of tender. In case of JV/associate firm, the aggregate turnover and values of work completed for civil building construction work and for parking system experience of OEM shall be considered.
- Original Equipment Manufacturer (OEM): provision of technology, installation, testing and commissioning of automated car parking system with shuttle technology as shown in the tender drawings of minimum three system in India /ten system world over and must have an experience of operation and maintenance of the system of comparable technology for minimum 2 years totaling 100 ECS
- The scope of work:
The Scope of Work is as per Bill of Quantities for the subject work.

4. The authorized signatory holding Power of Attorney shall only be the Digital Signatory. In case, authorized signatory holding Power of Attorney and Digital Signature are not the same, the bid shall be considered non-responsive.
5. The detailed tender document can be viewed from the website www.eprocure.gov.in & www.nhidcl.com from 29.05.2020 to 29.06.2020 upto 15:00 Hrs. "NHIDCL and e-procure portal is to be used through computer having Window Operating System only"
6. To participate for the bidding, bidders have to pay non-refundable document fee of Rs. 5,900/- (inclusive of GST @18%) shall be deposited online (RTGS/NEFT/Other online mode) only, to the NHIDCL's Bank account (Account details as tabulated below) and the bidder must furnish a copy of the online transaction receipt while submitting the proposal:

Sr. No.	Particulars	Details
1.	Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited
2.	Beneficiary Bank Account No.	90621010002610
3.	Beneficiary Bank Branch Name and Address	Syndicate Bank, Transport Bhawan, 1st Parliament Street, New Delhi-110001
4.	Beneficiary Bank Branch IFSC	SYNB0009062
5.	Swift Code (For Foreign Bidders)	SYNBINBB126

7. Bid should be submitted online in the prescribed format given in the website. No other mode of submission is acceptable.
8. The Amendments/clarifications to the bid document if any will be hosted on the above website only.
9. For any clarification, the following office may be contacted:

P C Chanana
General Manager (Technical)
National Highway & Infrastructure Development Corporation Ltd. PTI Building,
3rd Floor,
4, Parliament Street, New Delhi-110001
Ph. 011-2346 1621
Email: pc.chanana59@nic.in
10. Conditional bids would be rejected.
11. NHIDCL reserves the right to accept/reject any or all the bids without assigning any reasons thereof.

12. Schedule of Bidding Process

The Authority shall Endeavour to adhere to the following schedule:

Bid Security	
Bid Document /NIT Publishing Date	29.05.2020
Bid Document Download / Start Date	29.05.2020
Clarification Start Date (Pre bid queries)	29.05.2020
Clarification End Date (Last date for receipt of pre bid query)	15.06.2020
Pre bid meeting	16.06.2020 (1500 hrs)
Pre bid meeting venue	NHIDCL, 3rd Floor, PTI building 4, Parliament Street, New Delhi-110001
Authority's response to pre bid queries latest by	22.06.2020 (1500 hrs)
Bid Submission Start Date	29.05.2020
Bid submission End Date (online & physical Copy)	29.06.2020 (1500 hrs)
Opening Date of Technical Bids	30.06.2020 (1100 hrs)
Date of uploading of list of Technically Qualified Applicants	To be intimated later
Date of Opening of Financial Bids of Qualified Applicants	To be intimated later

(P C Chanana)
General Manager (Technical)
NHIDCL, 3rd Floor, PTI building 4, Parliament Street,
New Delhi-110001
Ph. 011-2346 1621 Email pc.chanana59@nic.in

SECTION - II

Instructions to Bidders (ITB)

A. General

1. Scope of Work

1.1 The National Highways & Infrastructure Development Corporation Ltd (NHIDCL) hereinafter called "The Employer" invites short term bids for the work "Construction of Automated Multilevel Car Parking System at Central Civil Secretariat, Itanagar, Arunachal Pradesh." The work is to be executed on item rate basis as laid down in the Master Plan, Concept plans, Design Brief Report and tender drawings including Operation & Maintenance of building/services for 5 years after completion and handing over in phases and after the expiry of the defect liability period of complete project.

The scope of work shall also include **Civil work** for ground + 5 storied building + 4 Basements. **Services** i/c Water Supply, Sanitary, Sewerage, Storm water drainage **PH work** i/c plumbing, etc. **Lift work** i/c 1 No. of 8 passengers lifts etc. **Interior work** i/c Ceiling, partitions, paneling, wall covering and miscellaneous items etc. **Electrical works** i/c external lighting, cable earthing etc. **Miscellaneous work** i/c HVAC work, CCTV, Fire detection, Music System & Air Conditioning work etc. **Fire-Fighting works etc.** including Wet Riser System, pumps, panels etc. **Road works** i/c Road works & Parking, etc. **Automatic Car Parking System** i/c Supplying & Installation of parking system, operation & maintenance upto 5 years after completion of project etc.

Maintenance during defect liability period & preparation of all the documents required for submission including drawings for obtaining approval from all local authorities, electrical inspector, water, sewer, drainage, electricity connection from local bodies, permission / approval for tree replantation etc. to be executed as integral part of the project

The contractor would be responsible for comprehensively operating the parking facility for 5 years after the successful completion of the project. Also, the contractor would be responsible for comprehensively maintaining the parking facility for 4 years after the successful completion of the Defect Liability period of One year after completion of Project. The contractor would be responsible for all manpower and spares during operation and maintenance period of 05 years. Energy for operation will be made available free of cost to contractor by Govt of Arunachal Pradesh.

The bidder will have to choose appropriate technology as per parking specification attached herewith and the same shall be adapted to proposed civil structure as shown in tender drawing. It shall be Fully Automatic / Automated. The bidder shall ensure that technology chosen is: -

- i) Appropriate to the site, structure and ground conditions
- ii) Shall accommodate the number of 108 ECS proposed.

- iii) Has a precedent for use in a project of similar nature successfully completed and functional.
- iv) Is supported by the technology / service provider for design, supply, Implementation and commissioning and on-going maintenance etc.
- v) Should not create any problem for smooth flow of traffic and pedestrian movement in and around the parking facility with the premises.

The major interest of the NHIDCL is that the proposed system should optimize the available space, work smoothly, requires minimum maintenance, minimum power consumption.

NHIDCL also envisages that it should be given the most appropriate technology under the circumstances, and such a technology should be in operation and should be safe, convenient and environmental friendly and should satisfy the technical parameters provided in the document.

The following are the salient features of the works:

- a. Foundations & other works like underground water tank.
- b. Super structure in framed structure/ steel structure
- c. Water proofing treatment works
- d. Aluminum door and windows, Aluminium partition etc.
- e. Granite stone façade work, Structural glazing work and Aluminium composite paneling work,
- f. Lifts
- g. Internal and External Water supply, Sewerage, Storm water drainage
- h. Infrastructure Development i.e. Roads, Pathways etc.
- i. Electrical Installation (Internal & External)
- j. Fire Fighting System
- k. Fire Alarm, PA, CCTV, etc.
- l. Signage
- m. Air conditioning work.
- n. Installation of Elevator
- o. Supplying of Gymnasium equipment
- p. Operation of parking facility for 5 years
- q. Comprehensive maintenance for 4 years after defect liability period.

The brief of the building and the ECS is as under:

Total Site area: 40.0mx 15.0m sq.m (Approx)
Ground floor area: 288 sqm
No of floors: 4Baseemnt +Ground + 4 parking floor + food court floor
Total area for parking: 2679 sqm
Maximum height of structure: 14.50 m (Leves level, matching with block 1 height)
No of parking slot: 108 ECS
Maximum retrieval time: 2 minutes

1.2 The successful bidder will complete the contract works in 15 months period

commencing on 15th day of issue of Letter to Intent or the date of handing over of the site whichever is later.

Throughout these bidding documents, the terms “bid “and “tender “and their derivatives (bidder/renderer, bid/tender, bidding/tendering etc.) are synonymous.

1.3 Detailed scope of work is as per BOQ for the subject work.

1.4 Conditional Bids shall be rejected.

1.5 NHIDCL reserves the right to accept/reject any or all the bids without assigning any reason thereof.

2. Eligible Bidders

- I. List of Similar Projects completed during last 5 years along with copy of the Performance Certificate and Completion Certificate duly issued by the Client, meeting the eligibility requirements as specified in NIT of Section-I.
- II. Should have had average annual financial turnover of Rs 6.50 Cr on construction work during the last Five Financial Years ending FY2019-20.
- III. Audited Balance Sheet and Profit & Loss Account Statement of last 5 financial Years ending FY 2019-20 and should not have incurred any loss in more than two years during last 5 financial Years ending FY 2019-20.
- IV. Permanent Account Number (PAN).
- V. GST Registration details.

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

3. Qualification of the Bidder

- 3.1. NHIDCL has to finalize its purchase/contracts within a limited time schedule. Therefore, it may not be feasible for NHIDCL to seek clarifications in respect of incomplete offers. Prospective bidders are advised to ensure that their bids are complete in all respects and conform to NHIDCL's terms, conditions and bid evaluation criteria of the tender. Bids not complying with NHIDCL's requirement may be rejected without seeking any clarification.
- 3.2. All bidders shall furnish the following information and documents with their bids as prescribed in Section-III, Qualification Information of RFP.
 - a) Scanned copies of original documents defining the constitution or legal status, place of registration, and principal place of business; scanned copy of written Power of Attorney of the signatory of the Bid to commit the Bidder; & original copy of Written Power of Attorney to be submitted in the envelop of physical form.

b) Scanned copy of experience certificate of works of similar nature for each of the last five financial years as mentioned in Clause 2 (I) of ITB.

c) Scanned copy of reports on the financial standing of the Bidder, and a certificate from Statutory Auditor as a proof of turnover for the last five financial years ending FY 2019-20.

d) Scanned copy of information regarding any litigation or arbitration during the last five years in which the Bidder is involved, the parties concerned, the disputed amount, and the present status;

3.3. To qualify for award of the contract, each bidder in its name should have the following:

(a) Achieved an average annual financial turnover equal to 40% of total estimated cost i.e. the amount indicated in NIT during last five financial years (ending financial year 2019-20), duly certified by Statutory Auditor/Chartered Accountant.

(b) Satisfactorily completed, as a prime contractor (or as a nominated subcontractor provided further that all other qualification criteria are satisfied) similar works during last five years are satisfied.

The “*similar work*”: means the construction of Automated Multi Level Car Parking System with Shuttle Technology either over ground or underground

3.4. Each bidder must upload the scanned copies of following documents along with the Submission of online bidding:

- a) Demand Draft/Bankers cheque/ Bank Guarantee/ RTGS as applicable of any scheduled Bank against EMD.
- b) An affidavit on a Stamp Paper, duly attested from the Notary Public, that the information furnished with the bid documents is correct in all respects; and Such other certificates as defined in Section- III.

Failure to submit the certificates/documents as specified above shall make the bid non- responsive.

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

- a) Mademisleadingorfalserepresentationsintheforms,statements,affidavits and Attachments submitted in proof of the qualification requirements; and/or
- b) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc. or debarring from MoRTH/NHIDCL/NHAI/MoSHIPING work etc.
- c) Tampered the bid document in any manner.

- 3.6. Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under :

4. Cost of Bidding

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

5. Site Visit

- a) The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit, examine and familiarize himself with the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- b) Contractor has to obtain all kind of permits, and all kinds of Permissions from Concerned Authorities related with the execution of work. The costs of visiting the Site shall be at the Bidder's own expense. Further, Water Supply arrangement, Electric Supply arrangement has to be made by the bidder.

6. Content of Bidding Documents

The set of bidding documents comprises the documents listed below and **Corrigendum (if any) issued.**

Volume-I:-

1. Notice Inviting Tender
2. Instructions to Bidders & Appendix to Bid
3. Qualification Information
4. Forms of Bank Guarantee, Agreement & LOA
5. Conditions of Contract & Contract Data
6. Scope of Work
7. Technical Specifications
8. Any other document listed in the Contract Data.

Volume-II:-

1. Bill of Quantities (Should be filed in the prescribed format uploaded on e-portal)

The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, specifications, bill of quantities, etc. in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Bids, which are not substantially responsive to the requirements of the Bid Documents, shall be rejected.

7. Clarifications on Bid Documents

A prospective Bidder requiring any clarification on the bid documents may notify the Employer in writing or through e-mail at the Employer's address within the time frame indicated in the Notice Inviting Tender. The Employer will respond to any request for clarification within the time frame indicated in the Notice Inviting Tender. Copies of the Employer's response will be hosted on website or which are required in the opinion of the Employer, including a description of the enquiry, but without identifying its source.

8. Pre-bid meeting

8.1 The bidder or his official representative is invited to attend a pre-bid meeting which will take place at the address, venue, time and date as indicated in **Clause 12 of IFB.**

8.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

8.3 The bidder is requested to submit any questions in writing or by email to reach the Employer not later than one day before the meeting.

8.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and responses given will be transmitted without delay to all purchasers of the bidding documents. Any modification of the bidding documents listed in clause 6 of ITB which may become necessary as a result of pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 of ITB and not through the minutes of the pre-bid meeting.

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

9. Amendment of Bidding Documents

9.1 Before the deadline for submission of bids, the Employer may modify the Bidding Documents by issuing addenda.

9.2 Any addendum thus issued shall be part of the Bidding Documents and shall be hosted on NHIDCL website and e-tendering portal. Bidders are advised to keep them-self updated of all the addendums issued on e- tendering portal by daily checking the e-tendering portal and, NHIDCL does not assume any responsibility in case the bidder fails to do so and does not take any action, if required, with respect any relevant addendum.

B. Language of Bid

All documents relating to the Bid shall be in English.

C. Preparation of Bids

10. Documents Comprising the Bid

10.1 The e-bid submitted by the bidder shall be in two separate parts.

Part-I- This shall be named Technical Bid and shall comprise of information submitted in Section-III.

Part-II - It shall be named Financial Bid and shall comprise of Priced Bill of Quantities (The financial bid shall be submitted online only).

Documents to be submitted in physical form must reach the NHIDCL by 11:00 Hrs on Bid Due Date.

Though, the scanned copies of following documents is required to be uploaded during submission of e-bid on the e-tendering portal of NHIDCL, however, following original documents in physical form shall be submitted in a sealed envelope by 11:00 Hrs on the date of submission of bid and addressed to the addressee given in the NIT duly super scribed "Name of Work, Contract number, Bid due date and time". Name and address of the bidder should also be indicated on the envelope.

Technical Bid

Technical Bid shall include the following:

- a) Copy of Acknowledgement for Tender Submission and EMD/Bid Security
- b) Bid Document Fee (Cost of Bid Document)
- c) Written Power of Attorney of the signatory (whose digital signature certificate is used during e-tender submission) of the bidder to commit the bid
- d) Affidavit duly notarized (as per the format provided in Section III)
Original experience certificate issued by the client or Notarized copy of certificate duly signed by authorized signatory.
- e) All Certificates and Undertakings mentioned in Section III (Qualification Information) of this document (duly notarized).
- f) **A Project Proposal including the following;**

- (a) Bidders' detailed plan for the parking system including its engineering/structural design and drawings and implementation & operational plan.
- (b) Architectural layout and area allocated for each facility such as:
 - i. Parking arrangement within the given Plan & Structure
 - ii. Entry & Exit Area details for Parking Structure
 - iii. Other facilities , if any associated with parking system.
 - iv. Implementation scheme for provision of utilities (lighting, water supply & drainage, fire services etc)
 - v. Must submit a letter showing interest in Operation & maintenance contract for 05 years and should undertake the

- full free replacement guarantee for all parking equipments, control system, electrical cables and parts which are required for smooth operation of parking system for ten years from the completion of project.
- vi. The basic parking system design with animation of the project. The documents should be bound booklet of A3 size in landscape format. The animation should be in softcopy written on CD.
 - vii. The report shall also provide the following:
 - Energy Consumption per parking cycle
 - Required Installed Load for Parking System
 - Time of Retrieval (minimum and maximum)
 - Ease of Maintenance
 - Facility of retrieval in case of partial failure
 - Required Standby Power arrangement
 - Expected Life cycle of the System
 - Detail of the Technology and method of working of the car parking proposed to be utilized
 - viii. The design proposal should highlight how it addresses the traffic movement and any other points, which the architect has felt relevant to the facility design. Bidder may use sketches to explain design concepts, their inter-relationships and innovations with a concept note. The traffic design should be such that the waiting time on the street should be aimed to be zero.
 - ix. Format giving a breakup of the system operation analyzing the retrieval time is to be submitted
 - x. Drawings: There is no restriction on number of drawings to be provided. (A-3 size white sheets preferably in the readable scale of 1:100 or less).
 - xi. Time Schedule: Bar chart of completion with time schedule for various aspects of the work including but not limited to procurement of the mechanical items for car parking system and their installation
 - xii. CD-ROM: The entire proposal including the drawings and report should also be submitted on soft copy. All drawings submitted in electronic Performa should be in drawings format readable Auto Cad release in 2004 and higher version.

Financial Bid

Bidders are required to submit their Financial Bid **in online mode only** in CPP Portal as per the BoQ uploaded in the portal. No other mode of financial bid shall be accepted. In case the Financial Bid is submitted other than the online mode, the bid shall be summarily rejected.

11. Bid Prices

11.1 The Contract shall be for the whole Works, as described in **Clause 1.1 of ITB** based on the priced Bill of Quantities submitted by the Bidder.

11.2 The bidder shall quote bid prices on appropriate format enclosed as part of tender document on e-tender portal of NHIDCL. The items for which no rate or price is entered by the Bidder will be required to be executed free of cost and shall be deemed covered under the other rates and prices in the Bill of Quantities quoted.

11.3 The Price quoted by the Bidder shall be considered inclusive of all taxes excluding GST.

11.4 The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment. Extra cost towards escalation shall be payable as per **Clause 10CC Of GCC**.

12. Currencies of Bid and Payment

12.1 The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees.

13. Bid Validity

13.1 Bids shall remain valid for a period of **120 days** after the deadline date for bid submission specified in Clause 17herein-under. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

13.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by email. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for a period of the extension.

14. Bid Security

14.1 The Bidder shall furnish, as part of the Bid, Bid Security in form of Demand Draft or Pay Order or Banker's cheque or Deposit Receipts or RTGS or Bank Guarantee of any scheduled bank towards Bid Security in favor of Managing Director, National Highways & Infrastructure Development Corporation Ltd, payable at New Delhi for the amount as specified in the **clause 2 of IFB** and other documents as specified.. The bank guarantee submitted as a part of Bid Security shall be valid for a **period of 120 days** or more from the last date of submission of bid.

14.2 Any bid not accompanied by an acceptable bid security as mentioned above shall be rejected by the Employer as non -responsive.

14.3 The Bid Security of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in Sub-Clause 13.1 of ITB or award of contract package, whichever is earlier.

14.4 The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.

14.5 The Bid Security will be forfeited:

- a) if the Bidder withdraws the Bid after its submission during the period of Bid validity;
- b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - (i) Sign the Agreement; and/or
 - (ii) Furnish the required Performance Security.
 - (iii) Commence the work after signing the Agreement within 10 days.

15. Conditional/ Alternative Proposals by Bidders

Bidder shall submit offers that fully comply with the requirement of the Bidding Documents. Conditional offer or alternate offer will not be considered further in the process of evaluation and the bid will be declared non-responsive.

16. Format and Signing of Bid

16.1 The Bidder shall submit e-bid comprising of the documents as described in **Clause 10 of the ITB.**

16.2 The documents to be submitted in the physical form along with the Bid security (DD) for fees/security shall be typed or written in ink and shall be signed by a person duly authorized to sign on behalf of the bidder. All the pages of the documents as mentioned here shall be signed by the person/persons signing the bid. Documents as mentioned here shall contain no overwriting, alterations or additions, except those to comply with instructions, issued by the employer or as necessary to correct errors made by the bidder, in which case such corrections shall be made by scoring out the cancelled portion, writing the correction and signing and dating it along with the stamp by the person or persons signing the Bid.

Further, the bids submitted in Physical Form must be hard bound and page numbered.

Physical Submission of Bids:

The documents to be submitted in physical form as per clause 10 of ITB shall be submitted in a sealed Envelope super scribed as “Documents in Physical Form” at the top left corner. In case of any discrepancy between documents submitted online and documents submitted in the physical form, the documents submitted in online form shall prevail over the documents submitted in Physical form.

Further, the bids submitted in Physical Form must be hard bound and page numbered.

17. Deadline for Submission of Bids

17.1 The Bidder shall ensure that the complete e-Bid is uploaded on NHIDCL e-tender portal on or before the Bid Due Date before the time specified in NIT/e-portal “NHIDCL e-procure portal is to be used through computer having Window Operating System only”. The Bidder is further required to submit Documents in Physical Form on or before the Bid Due Date and before the time of submission as specified in **Clause 12 of IFB**, at the following address: -

P C Chanana General Manager (Technical)

National Highways & Infrastructure Development Corporation Ltd PTI Building,
3rd Floor, 4, Parliament Street, New Delhi-110001

Ph. 011-23461621 Email: pc.chanana59@nic.in

17.2 In the event of the specified date for the submission of documents in Physical form being declared a holiday for the Employer, the same will be received up to the specified time on the next working day.

17.3 NHIDCL assumes no responsibility for inability of a bidder to submit bids through NHIDCL's e-tendering portal on account of delay in submission at bidder's end. Bidder shall ensure that they submit the bid well before the "Due Date & Time of Bid-Submission". NHIDCL shall not be responsible if bidder is not able to submit the bid on account of failure in network/internet connection or any other technical reason.

17.4 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 9 of ITB, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

18. Late Submission of Document in Physical Form:

Any document in physical form if received by the Employer after the deadline prescribed in Clause 17 of ITB will be returned unopened to the Bidder and also the e-bid submitted by such bidder shall not be considered.

19. Modification and Withdrawal of Bids

19.1 Bidders may modify or withdraw their e-bids as directed on the e-tendering portal, before the Bid Due Date and time as prescribed in Clause 17 of ITB.

19.2 No bid may be modified after the deadline for online submission of bids.

19.3 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in **Clause 13.1 above or as extended pursuant to Clause 13.2** shall result in the forfeiture of the Bid security pursuant to Clause 14.

19.4 Bidders may modify the prices of their bids before deadline of online submission of bid.

19.5 No Late and delayed bids after Bid Due date/time shall be permitted in e tendering portal System. Time being displayed on our e-Tendering Portal shall be final and binding on bidder and bids have to be submitted by bidders considering this time only and not the time as per their location/country.

D. Bid Opening and Evaluation

20. Bid Opening

20.1 Bid opening shall be carried out in two stages. Firstly, 'Technical Bid' of all the bids received (except those received late) shall be opened on the date and time mentioned in Notice Inviting Tender (NIT). 'Financial Bid' of those bidders whose technical bid has been determined to be substantially responsive shall be opened on a subsequent date through online process of e- tendering, which will be notified to such bidders.

20.2 The Employer will open the "Technical Bid" of all the bids received (except those received late), in the presence of the bidders/bidders' representatives who choose to attend at the time, date and place specified in the NIT. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

20.3 In all cases, the amount of Bid Security, forms and validity shall be announced. Thereafter, the Employer at the opening as the Employer may consider appropriate, will announce the bidders' names and such other details.

20.4 The Employer will prepare Minutes of the Bid opening, including the information disclosed to those present.

(i) The bids accompanied with valid bid security, bid document fee, Tender Processing fee will be taken up for evaluation with respect to the information Furnished in Part I of the Qualification Information and other bid.

(ii) As soon as possible, the Evaluation Committee will finalize the list of responsive bidders whose financial bids are eligible for consideration. However, to assist in the examination, evaluation of technical bids, the Employer may at his discretion, ask any bidder for clarification of his bid, however, no additional documents in support of clarification will be entertained.

20.5 The Employer shall inform the bidders, whose technical bids are found responsive, of the date, time and place of opening of the financial bids. The bidders so informed, or their representative, may attend the meeting of opening of financial bids.

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

21. Process to be Confidential

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

22. Clarification of Bids and Contacting the Employer

22.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by email, but no change in the price or substance of the Bid shall be sought, offered, or permitted.

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

22.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders' bid.

23. Examination of Bids and Determination of Responsiveness

23.1 During the detailed evaluation of "Technical Bids", the Employer will determine whether each Bid

- a) meets the eligibility criteria defined in **Clauses 2 and 3 of ITB;**
- b) the required documents in physical form submitted by the bidder as well as the documents uploaded by the bidder are in order; and
- c) is substantially responsive to the requirements of the Bidding Documents. During the detailed evaluation of the “Financial Bids”, the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e. priced bill of quantities, technical specifications etc.

24. Evaluation and Comparison of Financial Bids

24.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 23 of ITB.

24.2 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's/Employer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 29 of ITB herein-under be increased and an additional performance security of 05 (five) percent may be obtained at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

24.3 A bid, which contains several items in the Bill of Quantities which are unrealistically priced low and which cannot be substantiated satisfactorily by the bidder, may be rejected as non-responsive.

25. Price Preference

There will be no price preference to any bidder.

E. Award of Contract

26. The Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the Lowest Bid Price, provided that such Bidder has been determined to be:

- a) Eligible in accordance with the provisions of Clause 2, and
- b) Qualified in accordance with the provisions of Clause 3

27. Employer's Right to Accept any Bid and to Reject any or all Bids
Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the

grounds for the Employer's action.

28. Notification of Award and Signing of Agreement.

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

28.2 The notification of award (LoI) will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 29 herein under.

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

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

29. Performance Security

29.1 Within 15 (Fifteen) days after receipt of the Letter of Intent, the successful Bidder shall deliver to the Employer a Performance Security of **2.50 (two point five zero) percent of the Contract Price, valid for the period of 60 days after the expiry of defect liability period of 12 (twelve) months** plus additional security for unbalanced Bids, valid till completion of the work.

For the AMC period i.e. for the operation & maintenance period, the Bidder shall deliver to the Employer a Performance Security of **2.50 (two point five zero)** of "Operation and Maintenance Cost for 05 years" quoted by the bidder in the BoQ valid upto 60 days after the expiry of AMC period.

29.2 The Performance Security shall be in the form of a Bank Guarantee in the name of the Employer, from a Bank as applicable in case of Bid Security defined in Appendix to ITB.

29.3 Failure of the successful bidder to comply with the requirement of sub-clause 29.1 above shall constitute sufficient ground for cancellation of the award and forfeiture of the bid security.

29.4 The successful bidder to whom 'LOI' has been issued is required to sign

the agreement at Employer's Office within 15 days of issue of Lol.

30. Corrupt or Fraudulent Practices

30.1 The Employer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract with National Highways & Infrastructure Development Corporation Ltd./MoRTH/NHAI/MoSHIPPING/ and any other agencies, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contractor, or in execution.

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

31. Warranty and Support

31.1 Operation and Maintenance (O&M) Guidelines

- a) The bidder will be responsible to deploy on-field resources for appropriate up-keeping, maintenance, and operation of all equipment, hardware, and software components, and ensure smooth functioning of the project throughout the entire contract period of five years.
- b) The comprehensive Operations and Maintenance (O&M) period for all sensors, devices, equipment and its related hardware, software, electrical and network infrastructure components supplied and installed for this project including configuration of servers, desktops, routers, switches, firewall, LED signage, parking sensors and various other active and passive components along with repair, replacement of parts, sensors, providing spare parts, updating, security alerts and patch updating, regular backup of the data etc. shall be upto a period of five years from the date of completion.
- c) The bidder shall depute adequate manpower as full time dedicated onsite team. The team shall be deputed to identify, acknowledge, troubleshoot, manage, replace and repair the hardware/ system software. The team shall undertake day -to-day troubleshooting and maintenance requirements for this project. The team shall be also be responsible for regular monitoring of all the equipment, proactively perform warranty checks, and generate Service Level Agreement reports from the SLA monitoring tool.
- d) The bidder shall ensure that the team has appropriate skill-sets for managing system.
- e) All patches and updates to any software and hardware devices shall be provided by the Bidder without any additional costs throughout the tenure of the Agreement.
- f) Insurance coverage for the Parking lots value upto 5Cr covering the damage or theft of the vehicle and injury to personnel in the parking lot. Any claim related to damage or theft of the vehicle and injury to personnel in the parking lot are responsibility of the bidder.

- g) All statutory compliances like Labor License, Professional Tax registration, Coverage of all applicable employees under ESI and PF act to be taken care by the bidder.
- h) General maintenance, upkeep and cleanliness of the parking facility is the responsibility of Bidder.
- i) Bidder has to replace the hardware, software or manpower in case of fault, Malfunction etc.

32. Taxes/Cess

a) All taxes/cess like income tax and any other leviable tax and labour cess (except GST) in connection with the execution of the work levied by the statutory authorities/State/Central Govt. of India/State Govt. or any other local authorities on the contractor accordance with the applicable law shall be borne by the contractor and are deemed to be included in their bid price. The bidders shall note that the Tax Deduction at Source (TDS) as per applicable law shall be made from the payments due/made to the contractor which shall not be reimbursed.

b) The GST shall be reimbursed on the basis of actual production of receipt of deposit duly authenticated by Chartered Accountant/Statutory auditor. However, Contractor has to mention GST no. in the invoice and amount of GST should be shown separately in the bill.

c) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Government and/or the Engineer-in-Charge and shall also furnish such other information/document as the Engineer-in-Charge may require from time to time.

d) Any enhancement of taxes/duties by the Authorities/Govt. of India/State Govt. . during currency of this contract shall be borne by the Contractor only, which shall not be reimbursed by NHIDCL.

Appendix to ITB

The Employer should fill out this Appendix to ITB before issuing the bidding documents. The insertions should correspond to the information provided in the Invitation for Bids.

Instructions to Bidders:

Clause Ref [1.1]

The Employer is "Managing Director, National Highways & Infrastructure Development Corporation Ltd., PTI Building, 3rd Floor, 4, Parliament Street, New Delhi – 110001

Clause Ref [3.2]

Price level of the financial year: 2019- 20.

Clause Ref: (14.1)

Volume 1

The amount of Bid Security for the package shall be as indicated below and must be in **the form of Demand Draft/Bankers cheque/ Bank Guarantee/RTGS** in favor of **“Managing Director, National Highways & Infrastructure Development Corporation Ltd”** payable at New Delhi.

Bid Security: Rs: 16,25,000/-

Bid Security may be issued by the following banks.

- i. State Bank of India or its subsidiaries
- ii. Any Indian nationalized bank
- iii. IDBI/ICICI /HDFC Bank
- iv. A Foreign bank (issued by a branch outside India) with a counter guarantee from SBI or its subsidiaries or any Indian Nationalized Bank.
- v. Export Import bank of India.
- vi. Any RBI approved scheduled commercial bank having net worth of more than Rs. 500 Crore as per latest Annual Report of the bank. In the case of a Foreign Bank (issued by a branch in India), the net worth in respect of the Indian operation shall only be taken into account and acceptable to Employer.

The acceptance of the Guarantee shall also be subject to the following conditions:

- i. The capital adequacy of the Bank shall not be less than the norms prescribed by RBI.
- ii. The Bid Security issued by a cooperative Bank shall not be accepted.

SECTION - III

QUALIFICATION INFORMATION (To be filled by Bidder)

The information to be filled in by the Bidder in this section & document submitted in physical form will be used for the purposes of qualification as provided for in Clause 3, Section II of the “Instructions to Bidders”.

LETTER OF TRANSMITTAL
(To be taken on the letter head of the bidder)

Ref: _____

Date: _____

To

Managing Director, NHIDCL

National Highway & Infrastructure Development Corporation Ltd. PTI Building 3rd Floor, Parliament Street, New Delhi-110001

Subject: “Construction of Automated Multilevel Car Parking System at Central Civil Secretariat, Itanagar, Arunachal Pradesh, Sub head: Civil Works, Sanitary & Drainage works, Electrical Works, Lift works, Automatic Parking system and Operations & Maintenance works etc.

Sir,

Having examined the details given in Press-Notice and bid document for the above work, I / we hereby submit the relevant information.

- 1) I / We hereby certify that all the statements made and information supplied in the enclosed forms A to G and accompanying statement are true and correct.
- 2) I / We have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
- 3) I / We submit the requisite certified solvency certificate and authorize the General Manager (T), NHIDCL, to approach the Bank issuing the solvency certificate to confirm the correctness thereof, I/we also authorize General Manager (T), NHIDCL, to approach individuals, employers, firms and corporation to verify our competence and general reputation.
- 4) I / We propose the following works in support of our suitability, technical know-how and capability for having successfully completed the similar works. These works shall be considered for evaluation of our technical suitability.

Sr No	Name of Work	Name of Owner/ client	value of the work	Date of Start	Date of Completion
1					
2					
3					

The work orders & completion certificates of the above works are enclosed.
Enclosures:

Signature of bidder [s] Seal of bidder

Date of submission

**Undertaking
(on Company's Letter head)**

Name of Work: "Construction of Automated Multilevel Car Parking System at Central Civil Secretariat, Itanagar, Arunachal Pradesh. (Sub head: Civil Works, Sanitary & Drainage works, Electrical Works, Lift works, Automatic Parking system and Operations & Maintenance works etc.)"

TENDER

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 Indiathrough National Highways & Infrastructure Development Corporation Limited, New Delhi represented by Managing Director within the time specified in Schedule 'F' viz., schedule of quantities and in accordance in all respect with the specifications, designs, drawing and instructions in writing referred to in Rule-1 of General Rules and Directions and with such materials as are provided for, by, and in respect of accordance with, such conditions so far as applicable.

A sum of Rs._____ is hereby forwarded in cash/receipt treasury Challans/Deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank as earnest money/bid security.

A copy of earnest money/bid security in receipt treasury Challans/Deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank is scanned and uploaded (strike out as the case may be). 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 the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a 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.

Further, I/We agree that in case of forfeiture of Earnest Money or 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 NHIDCL 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.

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

Witness:
Address

Postal

Address:

Occupation:

FORM "A" Financial Information

- 1) Financial Analysis – Details to be furnished duly supported by figures in balance sheet / profit & loss Account for the last five financial years duly certified by the Statutory Auditor/ Chartered Accountant, as submitted by the bidder to the Income Tax Department [Copies to be attached].

Particulars	Financial Year				
	2015-16	2016-17	2017-18	2018-19	2019-20
i) Gross Annual turnover on Construction work					
ii) Profit / Loss (please specify)					

- 2) Financial arrangements for carrying out the proposed work.

- 3) Solvency Certificate from Bankers of bidder in the prescribed "Form B".

Signature of Statuary Auditor with seal & signature of Bidder [s]

Postal Address of Statuary Auditor/Chartered Accountant

FORM "B"

FORM OF BANKERS CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information that M/s. / Shri. _____ having marginally noted address, a customer of our bank are /is respectable and can be treated as good for any engagement up to a limit of Rs..... [Rupees _____]

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

[Signature] For the Bank

NOTE

- 1) Banker's certificates should be on letter head of the Bank, sealed in cover addressed to tendering authority.
- 2) In case of partnership firm, certificate should include name of all partners as recorded with the Bank.

FORM “C”
DETAILS OF ALL WORKS OF SIMILAR CLASS COMPLETED DURING THE
LAST FIVE YEARS ENDING LAST DAY OF SUBMISSION OF TENDER

S. No.	Name of Work/project and location	Name of the Client	Cost of work in crores of rupees	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation/ arbitration cases pending/ in progress with details*	Name and address/ telephone number of officers to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

* Indicate gross amount claimed and amount awarded by the Arbitrator

Signature of Bidder(s)

FORM “D”

PERFORMANCE REPORT OF WORKS REFERRED TO IN FORM “C”

1)	Name of work/Scope	:	
2)	Agreement No.	:	
3)	Estimated cost	:	
4)	Tendered cost	:	
5)	Date of start	:	
6)	Date of completion	:	
a)	Stipulated date of completion	:	
b)	Actual date of completion	:	
7)	Amount of compensation levied for delayed completion if any	:	
9)	Performance Report	:	
a)	Quality of work	:	Outstanding/Very good/Good/Poor
b)	Financial Soundness	:	Outstanding/Very good/Good/Poor
c)	Technical Proficiency	:	Outstanding/Very good/Good/Poor
d)	Resourcefulness	:	Outstanding/Very good/Good/Poor
e)	General behavior	:	Outstanding/Very good/Good/Poor

Executive Engineer or Equivalent of Client

Dated:

Note: Performance Certificate from Consultant will not be considered. The Performance Certificate should be directly from Client/Owner from whom the work has been executed

FORM “E” STRUCTURE & ORGANIZATION

1)	Name & Address of the applicant	:	
2)	Telephone No., mobile no, Fax No., E-mail ID of the applicant.	:	
3)	Legal Status of the applicant [attach copies of the original document defining the legal status]	:	
a)	An individual		
b)	An proprietary firm		
c)	A firm in partnership		
d)	A limited company or corporation		
4)	Particulars of Registration with various Govt. Bodies [attach attested Photocopy].	:	
	Organization/Place of Registration _____ Registration No.		
a)			
b)			
5)	Names and Titles of Directors & Officers with Designation to be concerned with this work.		
6)	Designation of individuals authorized to act for the	:	
7)	Was the applicant ever required to suspend construction for a period of more than six months continuously after you commenced the construction? If so, give the name of the project and reasons of suspension of work.	:	
8)	Has the applicant, or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons of abandonment.	:	
9)	Has the applicant, or any constituent partner in case of partnership firm, ever been debarred/black listed for tendering in any organization at any time? If so, give details.	:	
10)	Has the applicant, or any constituent partner in case of partnership firm, ever been convicted by a court of law ? If so, give details.	:	
11)	In which field of Civil Engineering construction the applicant has specialization and interest?.	:	
12)	Registration certificates like WCT, TIN, PAN, GST, ESIC, etc	:	
13)	Any other information considered necessary not included above	:	

Sr No. 1 & 2 will be used for formal communication to the vendor (including e-mail ID)

Signature of Applicant (s)

Appendix-A

AFFIDAVIT (on Non - Judicial Stamp Paper)

1. I, the undersigned, do hereby certify that all the statements made in the enclosed attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s.have abandoned any work on National Highways & Infrastructure Development Corporation Ltd nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.
3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by NHIDCL to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the NHIDCL and within the prescribed time.

(Signed by the Authorized Representative of the Firm)

Name of the Representative

Name of Firm

(To be notarized by Notary)

DATE

Appendix-B

UNDERTAKING (on Non- Judicial Stamp Paper)

I, the undersigned do hereby undertake that our firm M/s- _____ agree to abide by this bid for a period of 120 days after the date fixed for receiving the same and it shall be binding on us and may be accepted at any time before the expiration of that period.

(Signed by an Authorized Representative of the Firm)

Name of the Representative

Name of Firm

Date

(To be notarized by Notary)

SECTION-IV

FORMS OF BANK GUARANTEES, BANK CERTIFICATE, LETTER OF APPLICATION, LOA & AGREEMENT ETC.

(Appendix – I)

FORM OF BANK GUARANTEE
[Performance Security/Additional Performance Security]

The Managing Director, NHIDCL,
3rd Floor, PTI Building, Sansad Marg, New Delhi-110001

WHEREAS:

- (A) _____[name and address of contractor] (hereinafter called “the Contractor”) and [NHIDCL], (“**the Authority**”) have entered into an agreement (the “**Agreement**”) for “**Construction of Automated Multilevel Parking System at Central Civil Secretariat, Itanagar, Arunachal Pradesh**” subject to and in accordance with the provisions of the Agreement.
- (B) The Agreement requires the Contractor to furnish a Performance Security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Construction Period and Defects Liability Period and maintenance period (as defined in the Agreement) in a sum of Rs. Crore (Rupees Crore) (the “Guarantee Amount”).
- (C) We, through our branch at..... (the “Bank”) have agreed to furnish this bank guarantee (hereinafter called the “Guarantee”) by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor’s obligations during and under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the guarantee amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Authority, under the hand of an officer not below the rank of [Executive Director, NHIDCL], that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its

obligations during and under the Agreement and its decision that the Contractor is in default shall be final, and binding on the Bank, notwithstanding any difference between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other Authority or body, or by the discharge of the Contractor for any reason whatsoever.

3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfillment and/or performance of all or any of the obligations of the Contractor contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfillment, compliance and/or performance of all or any of the obligations of the Contractor under the Agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Performance Security shall cease to be in force and effect upto 60 (ninety) days after the end of the Defects Liability Period

9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.
11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in para 8 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement.
12. This guarantee shall also be operable at our Branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension/ renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation
13. Intimation regarding issuance of this Bank Guarantee shall be sent to Authority's Bank through SFMS gateway as per the details below:

S.No.	Particulars	Details
1	Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited
2	Beneficiary Bank Account No.	90621010002659
3	Beneficiary Bank Branch	IFSC SYNB0009062
4	Beneficiary Bank Branch Name	Transport Bhawan, New Delhi
5	Beneficiary Bank Address	Syndicate Bank Transport Bhawan, 1st Parliament Street, New Delhi-110001

Signed and sealed this day of 20..... at

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature) (Name) (Designation) (Code Number) (Address)

NOTES:

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- (ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.

(Appendix – II)

Form for Guarantee for Advance Payment

**The Managing Director, NHIDCL,
3rd Floor, PTI Building,
Sansad Marg, New Delhi-110001**

WHEREAS:

(A) [name and address of contractor] (hereinafter called “**the Contractor**”) has executed an agreement (hereinafter called the “Agreement”) with the [NHIDCL], (hereinafter called “**the Authority**”) for the “**Construction of Automated Multilevel Parking System at Central Civil Secretariat, Itanagar, Arunachal Pradesh**” (Name of the work) through Item Rate Basis Contract, subject to and in accordance with the provisions of the Agreement.

(B) In accordance with Clause 10B (ii or iii) of the Agreement, the Authority shall make to the Contractor an interest bearing @Bank Rate + 3% advance payment (herein after called “Advance Payment”) equal to 10% (ten per cent) of the Contract Price; and that the Advance Payment shall be made in two installments subject to the Contractor furnishing an irrevocable and unconditional guarantee by a scheduled bank for an amount equivalent to 110% (one hundred and ten percent) of such installment to remain effective till the complete and full repayment of the installment of the Advance Payment as security for compliance with its obligations in accordance with the Agreement. The amount of {first/second} installment of the Advance Payment is Rs. _____cr. (Rupees crore) and the amount of this Guarantee is Rs. cr. (Rupees _____crore) (the “Guarantee Amount”)

(C) We, _____ throughour branch at _____ (the “Bank”) have agreed to furnish this bank guarantee (hereinafter called the “Guarantee”) for the Guarantee Amount.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful repayment on time of the aforesaid installment of the Advance Payment under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein. A letter from the Authority, under the hand of an officer not below the rank of [General Manager in the National Highways & Infrastructure Development Corporation Ltd.], that the Contractor has committed default in the due and

faithful performance of all or any of its obligations for the repayment of the installment of the Advance Payment under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final and binding on the Bank, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever

2. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

3. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.

4. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Advance Payment or to extend the time or period of its repayment or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

5. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Advance Payment.

6. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

7. The guarantee shall cease to be in force and effect 90 (ninety) days after

the end of the one year from the date of payment of the installment of the Advance Payment, as set forth in Clause 10B of the Agreement.

8. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

9. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

10. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in para 8 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

11. This guarantee shall also be operable at our..... Branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension/ renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there-under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

12. Intimation regarding issuance of this Bank Guarantee shall be sent to Authority's Bank through SFMS gateway as per the details below:

S. No.	Particulars	Details
1	Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited
2	Beneficiary Bank Account No.	90621010002659
3	Beneficiary Bank Branch	IFSC SYNB0009062
4	Beneficiary Bank Branch Name	Transport Bhawan, New Delhi
5	Beneficiary Bank Address	Syndicate Bank Transport Bhawan, 1 st Parliament Street, New Delhi- 110001

Signed and sealed this day of 20..... at SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by: (Signature)
(Name) (Designation) (Code Number)

(Address)

(Appendix – III)

FORM OF BANK GUARANTEE

[FORMAT FOR BANK GUARANTEE FOR PERFORMANCE SECURITY FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF WATER PROOFING WORKS/ STRUCTURAL GLAZING /DG SET/AUTOMATED MULTIVEL PARKING EQUIPMENTS/GYM EQUIPMENTS]

To

Address of Employer:

WHEREAS__[Name and address of Contractor(s)] (hereinafter called “the contractors”) has undertaken, in pursuance of Contract No. dated____ to provide the services on terms and conditions set forth in this Contract __[Name of contract and brief description of works) (hereinafter called the “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor(s) shall furnish you with a Bank Guarantee by a recognized bank for the sum specified there in as security for removal of defects after completion of work in respect of WATER PROOFING WORKS/ STRUCTURAL GLAZING /DG SET/AUTOMATED MULTIVEL PARKING EQUIPMENTS/GYM EQUIPMENTS mentioned in the Bill of Quantities in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor(s) such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor(s) up to a total of amount of Rs. 2,00,000 (Rupees Two Lakhs only), such sum being payable in the types and proportions of currencies in which the Contract Price is payable and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Rupees Two Lakhs as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

We further agree that no change or addition to or other modification of the terms of the Contract or of the services to be performed there under or of any of the Contract documents which may be made between you and the Contractor(s) shall in any way release us from any liability under this guarantee, and we hereby

waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the contractor(s) or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. 2, 00, 000/- (Rs. Two Lakh only) and the guarantee shall remain valid till 10 (Ten) years (from date of completion of work), unless a claim or a demand in writing is made up on us on or before _____ all our liability under this guarantee shall cease.

This guarantee shall be valid for a period of 10 (Ten) years (from date of completion of work)i.e. upto

This guarantee shall also be operatable at our.....Branch at New Delhi (Complete Address of bank branch is mandatory), from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

The guarantor/bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of NHIDCL, details of which is as under:

Sl. No	Particulars	Details
1	Name of the Beneficiary	National Highways and Infrastructure Development Corporation Limited
2	Beneficiary Bank Account No.	90621010002659
3	Beneficiary Bank Branch	IFSC SYNB0009062
4	Beneficiary Bank Branch Name	Transport Bhawan, New Delhi
5	Beneficiary Bank Address	Syndicate Bank, Transport Bhawan, 1 st Parliament street, New Delhi-110001

Signature and Seal of the Guarantor _____ In presence of
Name and Designation 1.

Name of the Bank (Name, Signature& Occupation)

Address 2.

(Name & Occupation)

Date _____

¹Give names of all partners if the Consultants is a Joint Venture.

Construction of Automated Multilevel Car Parking System at Central Civil Secretariat, Itanagar, Arunachal Pradesh (Sub head: Civil Works, Sanitary & Drainage works, Electrical Works, Lift works, Automatic Parking system and Operations & Maintenance works etc.)



APPENDIX – IV

Bank Guarantee for BID Security

B.G No. _____ Dated:

1. In consideration of you, _____, having its office at _____, (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the BID of _____ and having its registered office at _____ (and acting on behalf of its JV) (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for Construction of Automated Multilevel Parking System at Central Civil Secretariat, Itanagar, Arunachal Pradesh on Item Rate basis (hereinafter referred to as “the Project”) pursuant to the RFP Document dated _____ issued in respect of the Project and other related documents including without limitation the draft contract Agreement (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank) having our registered office at _____ and one of its branches at (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause 14 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. _____ (Rupees _____ only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its BID open during the BID validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the BID Due Date inclusive of a claim

period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its BID open during the BID validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the BIDs or the BID validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which

the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. _____ crore (Rupees _____ crore only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [_____] (indicate date falling 180 days after the BID Due Date)].

14. This guarantee shall also be operatable at our _____ Branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there-under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

15. Intimation regarding issuance of this Bank Guarantee shall be sent to Authority's Bank through SFMS gateway as per the details below:

S. No.	Particulars	Details
1	Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited
2	Beneficiary Bank Account No.	90621010002659
3	Beneficiary Bank Branch	IFSC SYNB0009062
4	Beneficiary Bank Branch Name	Transport Bhawan, New Delhi
5	Beneficiary Bank Address	Syndicate Bank transport Bhawan, 1st Parliament Street, New Delhi- 110001

Signed and Delivered by Bank

By the hand of Mr. /Ms, its and authorized official.

(Signature of the Authorized Signatory)

Construction of Automated Multilevel Car Parking System at Central Civil Secretariat, Itanagar, Arunachal Pradesh (Sub head: Civil Works, Sanitary & Drainage works, Electrical Works, Lift works, Automatic Parking system and Operations & Maintenance works etc.)



(Official-Seal)

Construction of Automated Multilevel Car Parking System at Central Civil Secretariat, Itanagar, Arunachal Pradesh.” (Sub head: Civil Works, Sanitary & Drainage works, Electrical Works, Lift works, Automatic Parking system and Operations & Maintenance works etc.)



(Appendix – V)

FORM OF LETTER OF APPLICATION

To,

P C Chanana,

General Manager (Technical)

National Highway & Infrastructure Development Corporation Ltd. PTI Building, 3rd Floor, 4, Parliament Street, New Delhi-110001.

Description of Works: “Construction of Automated Multilevel Parking System at Central Civil Secretariat, Itanagar, Arunachal Pradesh.”(Sub head: Civil Works, Sanitary & Drainage works, Electrical Works,Interiors,Lift works, Automatic Parking system and Operations & Maintenance works)

E-tender no.

Dear Sir,

Having examined the Bid Document, Instruction to Bidders, Qualification Information, Scope of works, etc. for the subject work, we, hereby submit our bid for the subject work.

It is certified that the information furnished in this document is true and correct. The proposal is unconditional and unqualified. We undersigned accept that NHIDCL reserves the right to reject any or all application without assigning any reason.

Thanking you, Yours faithfully,

(Authorized Signatory)

For and on behalf of M/s _____

(Appendix – VI)

FORM OF LETTER OF INTENT

No. _____

Dated _____

To,

M/s.

.....

.....

Subject: Construction of Automated Multilevel Parking System at Central Civil Secretariat, Itanagar, Arunachal Pradesh (Sub head: Civil Works, Sanitary & Drainage works, Electrical Works, Lift works, Automatic Parking system and Operations & Maintenance works etc.– Letter of Intent (LoI) – reg.

Reference: Your bid for the subject work dated _____

Sir,

Based on your bid submitted on _____ in compliance of bidding document of NHIDCL for execution of the work of _____ it is hereby notified that your bid for a contract price of Rs _____ (Rupees in words) has been accepted for and on behalf of NHIDCL.

You are requested to return a duplicate of the LOA as an acknowledgement and sign the Contract Agreement within the period prescribed in para 29.4 of ITB.

You are hereby requested to furnish Performance Security plus additional security, if any, in the form detailed in para 29.1 of ITB for an amount equivalent to **Rs _____ (Rupees in words _____)** within 15 days as per provisions of para 29.1 of ITB of the bid document failing which the actions as stipulated in clause-29.3 of ITB shall be taken.

Yours faithfully,

General Manager (T)

Construction of Automated Multilevel Car Parking System at Central Civil Secretariat, Itanagar, Arunachal Pradesh.” (Sub head: Civil Works, Sanitary & Drainage works, Electrical Works, Lift works, Automatic Parking system and Operations & Maintenance works etc.)



(Appendix – VII)

FORM OF LETTER TO PROCEED

No. _____

Dated _____

To,

M/s.

.....

.....

Subject: Construction of Automated Multilevel Parking System at Central Civil Secretariat, Itanagar, Arunachal Pradesh, Sub head: Civil Works, Sanitary & Drainage works, Electrical Works, Lift works, Automatic Parking system and Operations & Maintenance works etc.– Letter to Proceed – reg.

Reference: Your bid for the subject work dated _____

Sir,

Construction of Automated Multilevel Car Parking System at Central Civil Secretariat, Itanagar, Arunachal Pradesh.” (Sub head: Civil Works, Sanitary & Drainage works, Electrical Works, Lift works, Automatic Parking system and Operations & Maintenance works etc.)



(Appendix – VIII)

FORM OF AGREEMENT

This agreement is entered into on this theday of20...

Between

The National Highway & Infrastructure Development Corporation Ltd, New Delhi (herein called “**Employer**”) of the one part

And

<Insert name of party>, the selected bidder having its registered office at <insert registered office address of the party> (here in after “the Contractor”) of **other part**.

Whereas

The Employer invited bids from eligible bidders of the execution of certain works, viz. Construction of Automated Multilevel Parking System at Central Civil Secretariat, Itanagar, Arunachal Pradesh

And whereas pursuant to the bid submitted by the Contractor, vide (here in after referred to as the “**BID**” or “**OFFER**”) for the execution of works, the Employer by his letter of acceptance dated _____ accepted the offer submitted by the Contractor for the execution and completion of such works and the remedying of any defects thereon, on terms and conditions in accordance with the documents listed in para 2 below.

AND WHEREAS the Contractor by a deed of undertaking dated _____ has agreed to abide by all the terms of the bid, including but not limited to the amount quoted for the execution of Contract, as stated in the bid, and also to comply with such terms and conditions as may be required from time to time.

AND WHEREAS pursuant to the bid submitted by the Contractor vide. herein after referred to as the “the Offer”), the employer has by his letter of acceptance no. dated ____ accepted the offer submitted by the Contractor for the execution and completion of such works and the remedying of any defects therein, on terms and conditions in accordance in the conditions of particular application and condition included hereinafter;

AND WHEREAS the contractor has agreed to undertake such works and has furnished a performance security pursuant to Clause 29 of the instructions to Bidders (Section-I)

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement works and expressions shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to;
2. The following documents shall be deemed to form and be read and constructed as part of this agreement viz.
 - a) The Contract Agreement,
 - b) Letter of Acceptance,
 - c) Contractor's Bid,
 - d) Contract Data,
 - e) Bill of Quantities/ Schedule of Quantities
 - f) General Conditions of Contract /Special Conditions of Contract
 - f) Drawings
 - g) Specifications
 - h) Indian Standard Specifications of B.I.S.
3. The foregoing documents shall be constructed as complementary and mutually explanatory one with another. Should any ambiguities or discrepancy be noted then the order of precedence of these documents shall subject to the condition of particular applications be as listed above.
4. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all respect with the provisions of the contract.
5. The employer hereby covenants to pay the contractor in consideration of the execution and completion of the works and the remedying of defects therein the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract

IN WITNESS WHEREOF the parties here to have caused this agreement to be executed the day and year first before written.

Signed, sealed and delivered by the said Employer through his Authorized Representative and the said Contractor through his Power of Attorney holder in the presence of.

For and on behalf of National
Infrastructure
Development Corporation Ltd

For and on behalf contractor Highway&

Construction of Automated Multilevel Car Parking System at Central Civil Secretariat, Itanagar, Arunachal Pradesh.” (Sub head: Civil Works, Sanitary & Drainage works, Electrical Works, Lift works, Automatic Parking system and Operations & Maintenance works etc.)



Construction of Automated Multilevel Car Parking System at Central Civil Secretariat, Itanagar, Arunachal Pradesh.” (Sub head: Civil Works, Sanitary & Drainage works, Electrical Works, Lift works, Automatic Parking system and Operations & Maintenance works etc.)



Witness

1. Name:

Address:.....

.....
.....

2. Name:

Address:.....

.....
.....

Witness

1. Name:.....

Address:.....

.....
.....

2. Name:.....

Address:.....

.....
.....

APPENDIX IX

INTEGRITY PACT FORMAT

This integrity Pact is made at _____ on this _____ day of _____ 2020

BETWEEN

[President of India through NHIDCL, 4-Parliament Street New Delhi-110001], (hereinafter referred to as the “Principal/Owner” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns)

AND

{Name and address of the Firm/Company}, (hereinafter referred to as “The Bidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s)” and which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns.)

Preamble

Whereas, the Principal has floated the Tender {NIT No.....dated.....} (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract/s for {Name of the work} (hereinafter referred to as the “Contract”).

And Whereas the Principal values full compliance with all relevant laws of the land, rules of land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s)/Concessionaire(s)/Consultant(s).

And whereas to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact (hereafter 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 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: Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

(a) No employee of the Principal, personally or through family members, will in connection with the Tender for, or the execution of a 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 will, during the Tender process treat all Bidder(s) with equity and reason. The Principal 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 will exclude all known prejudiced persons from the process, whose conduct in the past has been of biased nature.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or any other Statutory Acts or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/Regulations.

Article – 2: Commitments of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s).

The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(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)/ Concessionaire(s)/ Consultant(s) will not, directly or through any other person or firm,

offer, promise or give to any of the Principal's employees involved in the tender process or the 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)/ Concessionaire(s)/ Consultant(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(c) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not commit any offence under the relevant IPC/PC Act and other Statutory Acts; further the Bidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s) will not use improperly, for purposes of completion or personal gain, or pass on to others, any information or document provided by the Principal 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)/ Concessionaire(s)/ Consultant(s) of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly, the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of Indian Nationality shall furnish the name and address of the foreign principle, if any.

(e) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract. He shall also disclose the details of services agreed upon for such payments.

(f) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(g) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not bring any outside influence through any Govt. bodies/quarters directly or indirectly on the bidding process in furtherance of his bid.

Article - 3 Disqualification from tender process and exclusion from future contracts.

(1) If the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s), before award or during execution has committed a transgression through a violation of any provision of Article- 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) from the tender process.

(2) If the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) has committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) for any future tenders/ contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) and the amount of the damage. The exclusion will be imposed for a maximum of 3 years.

(3) A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that “On the basis of facts available there are no material doubts”.

(4) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(5) The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) shall be final and binding on the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s), however, the Bidder(s)/Contractor(s)/ Concessionaire(s)/ Consultant(s) can approach Sh. Sushil Kumar, IEM(s) appointed for the purpose of this Pact.

(6) On occurrence of any sanctions/ disqualification etc. arising out from violation of integrity pact, the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) shall not be entitled for any compensation on this account.

(7) Subject to full satisfaction of the Principal, the exclusion of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) could be revoked by the Principal if the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Article – 4: Compensation for Damages.

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Article-3, the Principal shall be entitled to forfeit the Earnest Money Deposit/ Bid Security or demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security apart from any other legal right that may have accrued to the Principal.
- (2) In addition to 1 above, the Principal shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor/ Concessionaire/Consultant's Default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor/ Concessionaire/ Consultant and/ or demand and recover liquidated and all damages as per the provisions of the contract/concession agreement against Termination.

Article – 5: Previous Transgressions

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact with any other Company in any country conforming to the anti-corruption/ Transparency International (TI) approach or with any other Public Sector Enterprise/ Undertaking in India or any Government Department 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 for his exclusion can be taken as mentioned under Article-3 above for transgressions of Article-2 and shall be liable for compensation for damages as per Article-4 above.

Article – 6: Equal treatment of all Bidders/ Contractors/ Concessionaires/ Consultants/ Subcontractors.

- (1) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders/Contractors/ Concessionaires/ Consultants and subcontractors.
- (3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Article – 7: Criminal charges against violating Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/ Sub-contractor(s).

If the Principal obtains knowledge of conduct of a Bidder/ Contractor/ Concessionaire/ Consultant or subcontractor, or of an employee or a representative or an associate of a Bidder/ Contractor/ Concessionaire/ Consultant or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Article- 8: Project Management Consultant (PMC)

- (1) The Principal shall appoint Project Management Consultant (herein after referred to as “PMC”) for this Pact. The task of the PMC is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The PMC is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. PMC reports to the General Manager (P) NHIDCL, Branch office ZIRO Itanagar Arunachal Pradesh.
- (3) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) accepts that the PMC has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder(s)/Contractor(s)/ Concessionaire(s)/ Consultant(s). The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will also grant the PMC, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The PMC is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- (4) The Principal will provide to the PMC sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the PMC the option to participate in such meetings.
- (5) As soon as the PMC notices, or has reason to believe, a violation of this Pact, he will so inform the Management of

the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The PMC can in this regard submit non-binding recommendations. Beyond this, the PMC has right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(6) The PMC will submit a written report to the General Manager (P) NHIDCL, Branch office ZIRO Itanagar Arunachal Pradesh within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the PMC has reported to General Manager (P) NHIDCL, Branch office ZIRO Itanagar Arunachal Pradesh, a substantiated suspicion of an offence under relevant IPC/PC Act, and the General Manager (P) NHIDCL, Branch office ZIRO Itanagar Arunachal Pradesh has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the PMC may also transmit this information directly to the Central Vigilance Commissioner.

Article – 9 Pact Duration

This Pact begins when both parties have legally signed it (in case of EPC i.e. for projects funded by Principal and consultancy services). It expires for the Contractor/ Consultant 12 months after his Defect Liability Period is over or 12 months after his last payment under the contract whichever is later and for all other unsuccessful Bidders 6 months after this Contract has been awarded. (In case of BOT Projects) It expires for the concessionaire 24 months after his concession period is over and for all other unsuccessful Bidders 6 months after this Contract has been awarded.

If any claim is made/ lodged during his time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by Director General (Road Development) & Special Secretary.

Article - 10 Other Provisions.

(1) This pact is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.

(2) Changes and supplements as well as termination notices need to be made in writing.

(3) If the Bidder/Contractor/Concessionaire/Consultant is in a partnership or a Joint Venture partner, this pact must be signed by all partners or members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) Any disputes/ differences arising between the parties with regard to term of this pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.

(6) The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extent law in force relating to any civil or criminal proceedings.

In witness whereof the parties have signed and executed this Pact at the place and date first done mentioned in the presence of following witness:-

(For & On behalf of the Principal)

(Office Seal)

(For & On behalf of the Bidder/ Contractor/ Concessionaire/ Consultant)

Place _____ Date _____ Witness 1 : (Name & Address):

Witness 2 : (Name & Address):

{COUNTERSIGNED and accepted by: JV Partner}

GENERAL CONDITIONS OF CONTRACT & CLAUSES OF CONTRACT

GENERAL RULES AND DIRECTIONS

- a) All work proposed for execution by contract will be notified in a form of invitation to tender posted by publication in Newspapers or posted on website as the case maybe.

This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money/bid security to be deposited with the tender, and the amount of the security deposit and Performance guarantee to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting tender shall also be open for inspection by the contractor at the office of officer inviting tender during officehours.

- b) In the event of tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act 1952.
- c) Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.
- d) The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paisa and considering more than fifty paisa as rupee one.
- In case the lowest tendered amount (worked out on the basis of quoted rate of Individual items) of two or more contractors is same, then such lowest contractors may be asked to submit sealed revised offer quoting rate of each item of the schedule of quantity for all sub sections/sub heads as the case may be, but the revised quoted rate of each item of schedule of quantity for all

sub sections/sub heads should not be higher than their respective original rate quoted already at the time of submission of tender. The lowest tender shall be decided on the basis of revised offer.

If the revised tendered amount (worked out on the basis of quoted rate of individual items) of two or more contractors received in revised offer is again found to be equal, then the lowest tender, among such contractors, shall be decided by draw of lots in the presence of Authorized officer in-charge of major & minor component(s), and the lowest contractors those have quoted equal amount of their tenders.

In case of any such lowest contractor in his revised offer quotes rate of any item more than their respective original rate quoted already at the time of submission of tender, then such revised offer shall be treated invalid. Such case of revised offer of the lowest contractor or case of refusal to submit revised offer by the lowest contractor shall be treated as withdrawal of his tender before acceptance and 50% of his earnest money shall be forfeited.

In case all the lowest contractors those have same tendered amount (as a result of their quoted rate of individual items), refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each lowest contractors.

Contractor, whose earnest money is forfeited because of non-submission of revised offer, or quoting higher revised rate(s) of any item(s) than their respective original rate quoted already at the time of submission of his bid shall not be allowed to participate in the retendering process of the work.

In the case of Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor

Construction of Automated Multilevel Car Parking System at Central Civil Secretariat, Itanagar, Arunachal Pradesh.” (Sub head: Civil Works, Sanitary & Drainage works, Electrical Works, Lift works, Automatic Parking system and Operations & Maintenance works etc.)



will unless otherwise proved be taken as correct and not the amount. In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

However, if a tenderer quotes nil rates against each item in item rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer and Earnest Money Deposited/Bid Security shall be forfeited.

CONDITIONS OF CONTRACT

Definitions

1. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them :-
 - a) The term “NHIDCL Engineer “includes the Executive Director and General Managers.
 - b) Accepting Authority shall mean the authority mentioned in Schedule ‘F’.
 - c) Consultant’ means Consultant engaged by NHIDCL who shall carry out complete construction management services which include day to day supervision, management of overall and intermediate scheduled, weekly, monthly meetings, physical inspection, day to day approvals and certification of invoices.
- I. Consultant shall also make independent measurement and check all quantity measured and to make calculations required for payment purpose, certifying monthly bills of the contractors and giving recommendations to NHIDCL for payments as stipulated in the contract.
- II. Consultant shall also carry out day to day monitoring of materials procured for works by the contractors, check for their conformity to meet the contractual requirements including directing for testing the same at required intervals of time by the contractor and take actions as required in accordance with the contract regarding their acceptance on works.
 - d) Excepted Risk are risks due to riots (other than those on account of contractor’s employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of NHIDCL, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by NHIDCL of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to NHIDCL’s faulty design of works.
 - e) Market Rate shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be

executed plus the percentage mentioned in Schedule 'F' to cover, all overheads and profits.

- f) Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tenderpapers.
- g) Department means NHIDCL or any department of MoRTH/NHAI/MoSHIPPING which invites tenders on behalf of NHIDCL as specified in schedule 'F'.
- h) Tendered value means the value of the entire work as stipulated in the letter of award.
- i) Date of commencement of work: The date of commencement of work shall be the date of start as specified in schedule 'F' or the first date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicated in the tender document.

Scope and Performance

- 2. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
- 3. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
- 4. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

Works to be carried out

- 5. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities (Schedule- A) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position

and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

Sufficiency of Tender

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

Discrepancies and Adjustment of Errors

7. The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.
- 7.1. In the case of discrepancy between the schedule of Quantities, the Specifications and/or the Drawings, the following order of preference shall be observed:-
 - (i) Description of Schedule of Quantities.
 - (ii) Particular Specification, Additional Conditions and Special Conditions.
 - (iii) General Conditions of Contract
 - (iv) Specifications defined in Schedule F.
 - (v) Indian Standard Specifications as per B.I.S relevant code.
 - (vi) Drawings.
 - (vii) Sound Engineering Practices.
- 7.2. If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.
- 7.3. Any error in description, quantity or rate in Schedule of Quantities or any

Construction of Automated Multilevel Car Parking System at Central Civil Secretariat, Itanagar, Arunachal Pradesh.” (Sub head: Civil Works, Sanitary & Drainage works, Electrical Works, Lift works, Automatic Parking system and Operations & Maintenance works etc.)



omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

Signing of Contract

8. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, , sign the contract consisting of:-
 - i. The notice inviting tender, General Conditions of Contract, Additional Conditions of Contract & Special Conditions of Contract, corrigendum/addendum (if any) and all the documents including drawings, shall form an integral part the Contrcat as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

CLAUSES OF CONTRACT

CLAUSE 1

Performance Guarantee

- a) The contractor shall submit an irrevocable Performance Guarantee of 2.50% (two point five zero percent) of the tendered amount as Performance Security in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. The Performance Guarantee shall be valid until 60(sixty) days after the Defects Liability Period.
- (i) In the event the Selected Bidder fails to provide the Performance Guarantee , as prescribed herein, it may seek extension of time for a further period up to 30 days by paying the Damages upfront along with the request letter seeking the extension. The Damages shall be the sum calculated at the rate of 0.01% (zero point zero one per cent) of the Bid Price offered by the Selected Bidder for each day until the Performance Guarantee, is provided in full as prescribed herein.
- (ii) For avoidance of any doubt, in case of failure of submission of Performance Guarantee within the prescribed time' period, the award shall be deemed to be cancelled/ withdrawn and the Bid Security shall be encashed and the proceeds thereof appropriated by the Authority. Thereupon all rights, privileges, claims and entitlements of the Contractor under or arising out of the Award shall be deemed to have been waived by, and to have ceased with the concurrence of the Contractor, and the Award shall be deemed to have been withdrawn by the Authority

2. Appropriation of Performance Guarantee

- a) Upon occurrence of a Contractor's Default, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, are entitled to encash and appropriate the relevant amounts from the Performance Guarantee as Damages for such Contractor's Default.
- b) Upon such encashment and appropriation from the Performance Guarantee, the Contractor shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original level the Performance Guarantee, and in case of appropriation of the entire Performance Guarantee provide afresh Performance Guarantee, as the case may be, and the Contractor shall, within the time so granted, replenish or furnish fresh Performance Guarantee as aforesaid failing which the Authority shall be entitled to terminate the Agreement. Upon replenishment or furnishing of a fresh Performance Guarantee, as the case may be, as aforesaid, the Contractor shall be entitled to an additional Cure Period of 30 (thirty) days for remedying the Contractor's Default, and in the event of the Contractor not curing its default within such Cure Period, the Authority shall be entitled to encash and appropriate such Performance Guarantee as Damages, and to terminate this Agreement

3. Release of Performance Guarantee

- a) The Authority shall return the Performance Guarantee to the Contractor within 60 (sixty) days of the expiry Defects Liability Period under this Agreement. Notwithstanding the aforesaid, the Parties agree that the Authority shall not be obliged to release the Performance Guarantee until all Defects identified during the Defects Liability Period have been rectified. The PBG for AMC Period shall be returned to the Bidder within 60 days after the expiry of AMC period of 04 years.
- b) The Authority shall return the Additional Performance Guarantee to the Contractor within 30 (thirty) days from the date of issue of Completion Certificate under clause 8 of this Agreement.

4. Security Deposit/ Retention Money

- a) From every payment for Works due to the Contractor, the Authority shall deduct 3% (three per cent) there of as guarantee money for performance of the obligations of the Contractor during the Construction Period (the “Retention Money”) subject to the condition that the maximum amount of Retention Money shall not exceed 2.5% (Two point five per cent) of the Contract Price.
- b) Upon occurrence of a Contractor’s Default, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, are entitled to appropriate the relevant amounts from the Retention Money as Damages for such Contractor’s Default.
- c) The Parties agree that in the event of Termination of this Agreement, the Retention Money shall be treated as if they are Performance Security and shall be reckoned as such for the purposes of Termination Payment.

CLAUSE 2

Compensation for Delay

If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or justified extended date of completion as per clause 5 (excluding any extension under Clause 5.5) as well as any extension granted under Clauses 12 and 15, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as compensation the amount calculated at the rates stipulated below as the authority specified in schedule ‘F’ may decide on the amount of accepted Tendered Value of the work for every completed day/month (as determined) that the progress remains below that specified in Clause 5 or that the work remains incomplete.

Compensation for delay of work	With maximum rate @ 1% (one percent) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on part
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	of contractor
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Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10 % (ten percent) of the accepted Tendered Value of work or of the accepted Tendered Value of the Sectional part of work as mentioned in Schedule ‘F’ for which a separate period of completion is originally given.

In case no compensation has been decided by the authority in Schedule ‘F’ during the progress of work, this shall be no waiver of right to levy compensation by the said authority if the work remains incomplete on final justified extended date of completion. If the Engineer in Charge decides to give further extension of time allowing performance of work beyond the justified extended date, the contractor shall be liable to pay compensation for such extended period. If any variation in amount of contract takes place during such extended period beyond justified extended date and the contractor becomes entitled to additional time under Clause 12, the net period for such variation shall be accounted for while deciding the period for levy of compensation. However, during such further extended period beyond the justified extended period, if any delay occurs by events under sub Clause 5.2, the contractor shall be liable to pay compensation for such delay.

Provided that compensation during the progress of work before the justified extended date of completion for delay under this clause shall be for non-achievement of sectional completion or part handing over of work on stipulated/justified extended date for such part work or if delay affects any other works/services. This is without prejudice to right of action by the Engineer in Charge under Clause 3 for delay in performance and claim of compensation under that clause.

In case action under Clause 2 has not been finalized and the work has been determined under Clause 3, the right of action under this clause shall remain post determination of contract but levy of compensation shall be for days the progress is behind the schedule on date of determination, as assessed by the authority in Schedule F, after due consideration of justified extension. The compensation for delay, if not decided before the determination of contract, shall be decided after of determination of contract.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular milestone mentioned in Schedule F,

or the re-scheduled milestone(s) in terms of Clause 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied as above. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

CLAUSE 2A

Incentive for early completion

In case, the contractor completes the work ahead of stipulated date of completion or justified extended date of completion as determined under Clauses 5.3, 12 & 15, a bonus @ 0.5 % (zero point five per cent) of the accepted tendered value per month computed on per day basis, shall be payable to the contractor, subject to a maximum limit of 2 % (two percent) of the accepted tendered value, provided that justified time for extra work shall be calculated on pro-rata basis as cost of extra work excluding amount payable/ paid under Clause 10 C, 10 CA & 10 CC stipulated period / accepted 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 2A shall be applicable only when so provided in 'Schedule F' Stipulated period if provided in months be converted in days multiplying 30.4 days and similarly in calculating Bonus, the days may be converted into months by dividing 30.4 days.

CLAUSE 3

When Contract can be Determined

Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to any other rights or remedy against the contractor in respect of any delay, not following safety norms, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely

determine the contract in any of the following cases:

- (i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven daysthereafter.
- (ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence and continues to do so after a notice in writing of seven days from theEngineer-in-Charge.
- (iii) If the contractor fails to complete the work or section of work with individual date of completion on or before the stipulated or justified extended date, on or before such date of completion; and the Engineer in Charge without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such timeessenceof contract and in the opinion of Engineer-in-Charge the contractor will be unable to complete the same or does not complete the same within the periodspecified.
- (iv) If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days aftera notice in writing is given to him in that behalf by theEngineer-in-Charge.
- (v) If the contractor shall offer or give or agree to give to any person in Government service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Government
- (vi) If the contractor shall enter into a contract with Government in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to theEngineer-in-Charge.
- (vii) If the contractor had secured the contract with Government as a result of

wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.

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

(ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

(x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.

(xi) If the contractor assigns (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract), transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge. When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the President of India shall have powers:

a) To determine the contract as aforesaid so far as performance of work by the Contractor is concerned (of which determination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit/bid security, Security Deposit already recovered, Security deposit payable and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government.

b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work including any new items needed to complete the work. In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

CLAUSE 3A

In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work or one month whichever is higher, either party may close the contract by giving notice to the other party stating the reasons. 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. 1Crore: 15days.
- (ii) If the Tendered value of work is more than Rs. 1Crore & upto Rs. 10Crore: 21days.
- (iii) If the Tendered value of work exceeds Rs. 10Crore: 30days.

Neither party shall claim any compensation for such eventuality. This clause is not Applicable for any breach of the contract by either party.

CLAUSE 4

Contractor liable to pay Compensation even if action not taken under Clause 3

In any case in which any of the powers conferred upon the Engineer-in-Charge by Clause-3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for

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

CLAUSE 5

Time and Extension for Delay

The time allowed for execution of the Works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the work shall commence from such time period as mentioned in schedule 'F' or from the date of handing over of the site, notified by the Engineer-in-Charge, whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, the performance guarantee shall be forfeited by the Engineer in Charge and shall be absolutely at the disposal of the Government without prejudice to any other right or remedy available in law.

5.1. As soon as possible but within 7 (seven) working days of award of work and in consideration of

- a) Schedule of handing over of site as specified in the Schedule 'F'
- b) Schedule of issue of designs as specified in the Schedule 'F',

The Contractor shall submit a Time and Progress Chart for each mile stone. The Engineer-in-Charge may within 7 (seven) working days thereafter, if required modify, and communicate the program approved to the contractor failing which the program submitted by the contractor shall be deemed to be approved by the Engineer-in-Charge. The work programme shall include all details of balance drawings and decisions required to complete the contract with specific dates by which these details are required by contractor without causing any delay in execution of the work. 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

- (i) In case of non-submission of construction programme by the contractor, the program approved by the Engineer-in-Charge shall be deemed to be final.
- (ii) The approval by the Engineer-in-Charge of such programme shall not relieve the contractor of any of the obligations under the contract.
- (iii) The contractor shall submit the Time and Progress Chart and progress report using the mutually agreed software or in other format decided by Engineer-in-Charge for the work done during previous month to the Engineer-in-charge on or before 5th day of each month failing which a recovery as per Schedule F to be decided by the NIT approving authority shall be made on per week or part basis in case of delay in submission of the monthly progress report.

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

- (i) force majeure, or
- (ii) abnormally bad weather, or
- (iii) serious loss or damage by fire, or
- (iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- (v) delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract, or
- (vi) any other cause like above which, in the reasoned opinion of the Engineer-in-Charge is beyond the Contractor's control, then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

The contractor shall have no claim of damages for extension of time granted or rescheduling of milestone/s if any for events listed in sub clause 5.2.

5.3. In case the work is hindered by the Department or for any reason / event, for which the Department is responsible, the authority as indicated in Schedule 'F' shall, if justified, give a fair and reasonable extension of time and reschedule the milestones for completion of work. Such extension of time or rescheduling of milestone/s shall be without prejudice to any other right or remedy of the parties in contract or in law; provided further that for concurrent delays under this subclause and subclause 5.2 to the extent the delay is covered under sub clause 5.2 the contractor shall be entitled to only extension of time and no damages.

5.4. Request for rescheduling of Mile stones or extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed forms i.e. Form of application by the contractor for seeking rescheduling of milestones or Form of application by the contractor for seeking extension of time (Appendix –XVII) respectively to the authority as indicated in Schedule 'F'. The Contractor shall indicate in such a request the period by which rescheduling of milestone/s or extension of time is desired.

With every request for rescheduling of milestones, or if at any time the actual progress of work falls behind the approved programme by more than 10% of the stipulated period of completion of contract, the contractor shall produce a revised programme which shall include all details of pending drawings and decisions required to complete the contract and also the target dates by which these details should be available without causing any delay in execution of the work. A recovery as specified in Schedule 'F' shall be made on per day basis in case of delay in submission of the revised programme.

5.4.1. In any such case the authority as indicated in Schedule 'F' may give a fair and reasonable extension of time for completion of work or reschedule the mile stones. Engineer -in-Charge shall finalize/ reschedule a particular mile stone before taking an action against subsequent mile stone. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority as indicated in Schedule 'F' in writing, within 21 days of the date of receipt of such request from the Contractor in prescribed form. In event of non-application by the contractor for extension of time E-in-C after affording opportunity to the contractor may give, supported with a programme (as specified under 5.4 above), a fair and reasonable extension within a reasonable period of occurrence of the event.

5.5. In case the work is delayed by any reasons, in the opinion of the Engineer-in-Charge, by the contractor for reasons beyond the events mentioned in Clause 5.2 or Clause 5.3 or Clause 5.4 and beyond the justified extended date; without prejudice to right to take action under Clause 3, the Engineer-in-Charge may grant extension of time required for completion of work without rescheduling of milestones. The contractor shall

be liable for levy of compensation for delay for such extension of time.

CLAUSE 6

Computerized Measurement Book

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

All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of the department so that a complete record is obtained of all the items of works performed under the contract.

All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative. After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance.

Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Engineer-in-Charge and/or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit to the department a computerized measurement book, duly bound, and with its pages machine numbered. The Engineer-in-Charge and/or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks/test checks.

The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the department. Thereafter, the MB shall be taken in the Divisional Office records, and allotted a number as per the Register of Computerized MBs. This should be done before the corresponding bill is submitted to the Division

Office for payment. The contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the various officers of the department.

The contractor shall also submit to the department separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the "bill. Thereafter, this bill will be processed by the Division Office and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/levels by the Engineer-in- Charge or his representative.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

The contractor shall give not less than seven days' notice to the Engineer-in-Charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or the Engineer-in- Charge's consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

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

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

CLAUSE 7

Payment on Intermediate Certificate to be regarded as Advances

No payment shall be made for work, estimated to cost Rs.5(Five) lac or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. 5 (Five)Lac the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Department in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. The amount admissible shall be paid by 10th working day after the day of presentation of the bill by the Contractor to the Engineer-in-Charge or his Authorized Engineer together with the account of the material issued by the department, or dismantled materials, if any. In the case of works outside the headquarters of the Engineer- in- Charge, the period of ten working days will be extended to fifteen working days. In case of delay in payment of intermediate bills after 45 days of submission of bill by the contractor provided the bill submitted by the contractor found to be in order, a simple interest @ 5% (five percent) per annum shall be paid to the contractor from the date of expiry of prescribed time limit which will be compounded on yearly basis.

All such interim payments shall be regarded as payment by way of advances

against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or materials delivered forming part of such payment, maybe modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-Charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided without prejudice to the right of the department to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.

The Engineer-in-Charge in his sole discretion on the basis of a certificate from the Manager/ DGM/ GM to the effect that the work has been completed up to the level in question make interim advance payments without detailed measurements for work done (other than foundations, items to be covered under finishing items) up to lintel level (including sunshade etc.) and slab level, for each floor working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bill(s) to be submitted by the contractor within 10 days of the interim payment. In case of delay in submission of bill by the contractor, no interest shall be payable to the Contractor.

Payments in composite Contracts

In case of composite tenders, running payment for the major component shall be made by Engineer-in-Charge to the main contractor. Running payment for minor component shall be made by the Engineer-in-Charge of the discipline of minor component directly to the main contractor.

CLAUSE 7A

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

CLAUSE 8

Completion Certificate and Completion Plans

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

If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

CLAUSE 8A

Completion Plans to be submitted by the Contractor

The contractor shall submit completion plans for Internal and External Civil, Electrical and Mechanical Services within thirty days of the completion of the work, provided that the service plans having been issued for execution by the Engineer-in-Charge, unless the contractor, by virtue of any other provision in the contract, is required to prepare such plans

In case, the contractor fails to submit the completion plan as aforesaid, he shall

be liable to pay a sum of 0.1 % (zero point one percent) of accepted Tendered Value or limit prescribed in Schedule F whichever is more as may be fixed by the authority as mentioned in Schedule F and in this respect the decision of the that authority shall be final and binding on the contractor.

CLAUSE 9

Payment of Final Bill

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in- Charge whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in- Charge, will, as far as possible be made within the period specified here in under, the period being reckoned from the date of receipt of the bill by the Engineer-in- Charge or his authorized Representative, complete with account of materials issued by the Department and dismantled materials.

- a) If the Tendered value of work is up to 1 Crore : 2 months
- b) If the Tendered value of work is more than Rs 1 Crore & upto Rs. 10 Crore: 3 months
- c) If the Tendered value of work exceeds Rs. 10 Crore: 6 months

If the final bill is submitted by the contractor within the period specified above and payment of final bills is made by the department. After prescribed time limit, a simple interest @ 5 % per annum shall be paid to the contractor from the date of expiry of prescribed time limit which will be compounded on yearly basis, provided the final bill submitted by the contractor is found to be in order.

CLAUSE 9A

Payment of Contractor's Bills to Banks

Payments due to the contractor may, if so desired by him, be made to his bank, registered financial, co-operative or thrift societies or recognized financial institutions instead of direct to him provided that the contractor furnishes to the Engineer-in- Charge (1) an authorization in the form of a legally valid document

such as a power of attorney conferring authority on the bank; registered financial, co-operative or thrift societies or recognized financial institutions to receive payments and (2) his own acceptance of the correctness of the amount made out as being due to him by Government or his signature on the bill or other claim preferred against Government before settlement by the Engineer-in-Charge of the account or claim by payment to the bank, registered financial, co-operative or thrift societies or recognized financial institutions. While the receipt given by such banks; registered financial, co-operative or thrift societies or recognized financial institutions shall constitute a full and sufficient discharge for the payment, the contractor shall whenever possible present his bills duly receipted and discharged through his bank, registered financial, cooperative or thrift societies or recognized financial institutions.

Nothing herein contained shall operate to create in favour of the bank; registered financial, co-operative or thrift societies or recognized financial institutions any rights or equities vis-a- vis the President of India.

CLAUSE10A

Materials to be provided by the Contractor:

The contractor shall, at his own expense, arrange and provide all materials, required for doing the works to the satisfaction of NHIDCL.

The contractor shall, at his own expense, provide all materials, required for the works other than those which are stipulated to be supplied by the Government.

The contractor shall, at his own expense and without delay; supply to the Engineer- in-Charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Engineer-in- Charge furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply. The Engineer-in- Charge shall within thirty days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-Charge for his approval, fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Engineer-in-Charge shall be issued after the test results are received.

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

The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-Charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications.

The Engineer-in- Charge or his authorized representative shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access.

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

The contractor shall at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped at least with the testing equipment as specified in schedule F.

CLAUSE 10B

Secured Advance on Materials:

- (i) The contractor, on signing an indenture in the form to be specified by the

Engineer-in-Charge, shall be entitled to be paid during the progress of the execution of the work up to 75% of the assessed value of any materials or an amount not exceeding 75% of the material element cost in the tendered rate of the finished item of the work, whichever is lower, which are in the opinion of the Engineer-in-Charge non-perishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work, the amount of such advance shall be recovered/deducted from the next payment made under any of the clause or clauses of this contract.

Such secured advance shall also be payable on other items of perishable nature, fragile and combustible with the approval of the Engineer-in-Charge provided the contractor provides a comprehensive insurance cover for the full cost of such materials. The decision of the Engineer-in-Charge shall be final and binding on the contractor in this matter. No secured advance, shall however, be paid on high-risk materials such as ordinary glass, sand, petrol, diesel etc.

Mobilization Advance:

(ii) Mobilization advance not exceeding 10% of the tendered value may be given, if requested by the contractor in writing within one month of the order to commence the work. Such advance shall be in two or more installments to be determined by the Engineer-in-Charge at his sole discretion. The first installment of such advance shall be released by the Engineer-in-charge to the contractor on a request made by the contractor to the Engineer-in-Charge in this behalf. The second and subsequent installments shall be released by the Engineer-in-Charge only after the contractor furnishes a proof of the satisfactory utilization of the earlier installment to the entire satisfaction of the Engineer-in-Charge.

Before any installment of advance is released, the contractor shall execute a Bank Guarantee / Bonds not more than 6 in number from Scheduled Bank for the amount equal to 110% of the amount of advance and valid for the period till recovery of advance. This (Bank Guarantee from Scheduled Bank for the amount equal to 110% of the balance amount of advance) shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery.

Interest & Recovery

(iii) The mobilization advance in (ii) above bear applicable Bank interest rate [Bank Rate + 3%] compounded annually and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such sums advanced shall be made by the deduction from the contractors bills commencing after first ten percent of the gross value of the work is executed and paid, on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time eighty percent of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount up to the date of recovery of the installment.

(iv) If the circumstances are considered reasonable by the Engineer-in-Charge, the period mentioned in (ii) and (iii) for request by the contractor in writing for grant of mobilization advance may be extended at the discretion of the Engineer-in-Charge.

CLAUSE 10 C: Not Applicable

CLAUSE 10 CA: Not Applicable

CLAUSE 10 CC: Payment due to Increase/ Decrease in Prices of materials/wages after Receipt of Tender for Works

If the prices of materials (not being materials supplied or services rendered at fixed prices by the department in accordance with Clause 10 & 34 thereof) and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices and wages shall be available only for the work done during the stipulated period of the contract including the justified period extended under the provisions of Clause 5 of the contract without any action under Clause 2. 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. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions:-

(i) The base date for working out such escalation shall be the last stipulated date of receipt of tenders including extension, if any.

(ii) The cost of work on which escalation will be payable shall be reckoned as below:

- (a) Gross value of work done up to this quarter: (A)
- (b) Gross value of work done up to the last quarter: (B)
- (c) Gross value of work done since previous quarter: (A-B) (C)
- (d) Full assessed value of Secured Advance fresh paid in this quarter: (D)
- (e) Full assessed value of Secured Advance recovered in this quarter: (E)
- (f) Full assessed value of Secured Advance for which escalation Payable in this quarter (D-E): (F)
- (g) Advance payment made during this quarter: (G)
- (h) Advance payment recovered during this quarter: (H)
- (i) Advance payment for which escalation is payable in this Quarter(GH): (I)
- (j) Extra items/deviated quantities of items paid as per Clause 12 Based on prevailing market rates during this quarter: (J)

Then, $M = C + F + I - J$

$N = 0.85 M$

Cost of work for which escalation is applicable:

$W = N$

Components for materials, labour, etc. shall be pre-determined for every work and incorporated in the conditions of contract attached to the tender papers included in Schedule 'F'. The decision of the Engineer-in-Charge in working out such percentage shall be binding on the contractors.

(iii) The compensation for escalation for other materials shall be worked as per the formula given below:-

Adjustment for civil component / electrical component/ other work components of construction ‘Materials’

$$V_m = W \times X_m \times \frac{M_I - M_{I0}}{100 M_{I0}}$$

$$100 M_{I0}$$

V_m = Variation in material cost i.e. increase or decrease in the amount in rupees to be paid or recovered.

W = Cost of Work done worked out as indicated in sub-para (ii) of Clause 10CC. X_m = Component of ‘materials’ expressed as percent of the total value of work.

M_I = All India Wholesale Price Index for civil component/electrical component/ other work components* of construction material as worked out on the basis of All India Wholesale Price Index for Individual Commodities/ Group Items for the period under consideration as published by Economic Advisor to Govt. of India, Ministry of Industry & Commerce and applying weightages to the Individual Commodities/Group Items. (In respect of the justified period extended under the provisions of Clause 5 of the contract without any action under Clause 2, the index prevailing at the time of updated stipulated date of completion considering the effect of extra work (extra time to be calculated on prorata basis only as cost of extra work x stipulated period/tendered cost, shall be considered.) If updated stipulated date of completion as calculated on pro- rata basis does not cover full calendar month then indices will be considered or restricted to previous month.

M_{I0} = All India Wholesale Price Index for civil component/electrical component* of construction material as worked out on the basis of All India Wholesale Price Index for Individual Commodities/Group Items valid on the last stipulated date of receipt of tender including extension, if any, as published by the Economic Advisor to Govt. of India, Ministry of Industry & Commerce and applying weightages to the Individual Commodities/Group items.

*Note: relevant component only will be applicable.

(iv) The following principles shall be followed while working out the indices mentioned in para (iv) above.

(a) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done as per bills paid during the three calendar months of the said quarter. The dates of preparation of bills as finally entered in the Measurement Book by the Assistant Engineer/ date of submission of bill finally by the contractor to the department in case of computerized measurement books shall be the guiding factor to decide the bills relevant to the quarterly interval. The first such payment shall be made at the end of three months after the month (excluding the month in which tender was accepted) and thereafter at three months' interval. At the time of completion of the work, the last period for payment might become less than 3 months, depending on the actual date of completion.

(b) The index (MI/FI etc.) relevant to any quarter/period for which such compensation is paid shall be the arithmetical average of the indices relevant to the three calendar months. If the period up to date of completion after the quarter covered by the last such installment of payment, is less than three months, the index MI and FI shall be the average of the indices for the months falling within that period.

(v) The compensation for escalation for labour shall be worked out as per the formula given below:-

$$VL = W \times \frac{LI - LI_0}{100 \times LI_0}$$

VL : Variation in labour cost i.e. amount of increase or decrease in rupees to be paid or recovered.

W : Value of work done, worked out as indicated in sub-para (ii) above.

Y : Component of labour expressed as a percentage of the total value of the work. LI : Minimum wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as applicable on the last date of the quarter previous to the one under consideration. (In respect of the justified period extended under the provisions of Clause 5 of the contract without any action under Clause 2, the minimum wage prevailing on the last date of quarter previous to the quarter pertaining to updated stipulated date of Completion considering the effect of extra work (extra time to be calculated on prorata basis only as cost of extra work x stipulated period/tendered cost, shall be considered.) If updated stipulated date of completion as calculated on pro- rata basis does not cover full calendar month then indices will be considered or restricted to previous month.

LI0 : Minimum daily wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as on the last stipulated date of receipt of tender including extension, if any.

(vi) The following principles will be followed while working out the compensation as per sub para (vi) above.

(a) The minimum wage of an unskilled Mazdoor mentioned in subpara (vi) above shall be the higher of the wage notified by Government of India, Ministry of Labour and that notified by the local administration both relevant to the place of work and the period of reckoning.

(b) The escalation for labour also shall be paid at the same quarterly intervals when escalation due to increase in cost of materials is paid under this clause. If such revision of minimum wages takes place during any such quarterly intervals, the escalation compensation shall be payable at revised rates only for work done in subsequent quarters;

(c) Irrespective of variations in minimum wages of any category of labour, for the purpose of this clause, the variation in the rate for an unskilled Mazdoor alone shall form the basis for working out the escalation compensation payable on the labour component.

(vii) In the event the price of materials and/or wages of labour required for execution of the work decrease/s, there shall be a downward adjustment of the cost of work so that such price of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formula herein before stated under this Clause 10CC shall mutatis mutandis apply, provided that:

(a) no such adjustment for the decrease in the price of materials and/or wages of labour aforementioned would be made in case of contracts in which the stipulated period of completion of the work is equal to or less than the time as specified in Schedule 'F'.

(b) The Engineer-in-Charge shall otherwise be entitled to lay down the procedure by which the provision of this sub-clause shall be implemented from time to time and the decision of the Engineer-in-Charge in this behalf shall be final and binding on the contractor.

(viii) Provided always that:-

(a) Where provisions of clause 10CC are applicable, provisions of clause 10C and 10 CA will not be applicable.

(b) Where provisions of clause 10CC are not applicable, provisions of clause 10C and 10CA will become applicable.

Note: Updated stipulated date of completion (period of completion plus extra time for extra work for compensation under clause 10CC

The factor of 1.25 taken into account for calculating the extra time under clause 12.1 for extra time shall not be considered while calculating the updated stipulated date of completion for this purpose in **CLAUSE 10CC**.

CLAUSE 10D

Dismantled Material: NHIDCL Property

The contractor shall treat all materials obtained during excavation of the site for a work, etc. as NHIDCL's property and such materials shall be disposed off to the best advantage of NHIDCL according to the instructions in writing issued by the Engineer-in-Charge.

CLAUSE 11

Work to be executed in Accordance with Specifications, Drawings, Orders etc.

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

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

CLAUSE 12

Deviations/ Variations Extent and Pricing

The Engineer-in-Charge shall have power (i) to make alteration in, omissions

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

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

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

12.2. **Deviation, Extra Items and Pricing**

In the case of extra item(s) (items that are completely new, and are in addition to the items contained in the contract), the contractor may within fifteen days of receipt of order or occurrence of the item(s) submit market rate claim rates, supported by proper analysis which shall include invoices, vouchers etc. and Manufacturer's specification for the work failing which the rate approved later by the Engineer-in-charge shall be binding 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, failing which it will be deemed to have been approved Deviation, Substituted Items.

In the case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the following para.

- (a) If the market rate for the substituted item so determined is more than the

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

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

Deviation, 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 contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities, the Engineer-in-Charge shall within prescribed time limit of 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 (as per invoice, vouchers from the manufacturers or suppliers submitted by the agency and duly verified by Engineer in Charge or his representative) and the contractor shall be paid in accordance with the rates so determined.

The prescribed time limit for finalizing rates for Extra Item(s), Substitute Item(s) and Deviated Quantities of contract items is within 45 days after submission of proposal by the contractor without observation of the Engineer-in-Charge.

12.3. The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Schedule F, and the Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration

any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.

12.4. For the purpose of operation of Schedule “F”, the following works shall be

treated as works relating to foundation unless & otherwise defined in the contract:

- (i) For Buildings: All works up to 1.2 metres above ground level or up to floor 1 level whichever is lower.
- (ii) For abutments, piers and well staining: All works up to 1.2 m above the bed level.
- (iii) For retaining walls, wing walls, compound walls, chimneys, overhead reservoirs/ tanks and other elevated structures: All works up to 1.2 meters above the ground level.
- (iv) For reservoirs/tanks (other than overhead reservoirs/tanks): All works up to 1.2 meters above the ground level.
- (v) For basement: All works up to 1.2 m above ground level or up to floor 1 level whichever is lower.
- (vi) For Roads, all items of excavation and filling including treatment of subbase.

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

CLAUSE 13

Foreclosure of contract due to Abandonment or Reduction in Scope of Work

If at any time after acceptance of the tender or during the progress of work, the purpose or object for which the work is being done changes due to any supervening cause and as a result of which the work has to be abandoned or reduced in scope the Engineer-in-Charge shall give notice in writing to that effect to the contractor stating the decision as well as the cause for such decision and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

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

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

ii) Government shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however Government shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by Government, cost of such materials as detailed by Engineer-in-Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.

(iii) Reasonable compensation for transfer of T & P from site to contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.

(iv) Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary.

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.

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 closure, 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

thecontract.

In the event of action being taken under Clause 13 to reduce the scope of work, the contractor may furnish fresh Performance Guarantee on the same conditions, in the same manner and at the same rate for the balance tendered amount and initially valid up to the extended date of completion or stipulated date of completion if no extension has been granted plus minimum 60 days beyond that. Wherever such a fresh Performance Guarantee is furnished by the contractor the Engineer-in-Charge may return the previous Performance Guarantee.

CLAUSE 14

Carrying out part work at risk & cost of contractor

If contractor:

- (i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 working days in this respect from the Engineer-in-Charge; or
- (ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 working days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.
- (iii) The Engineer-in-Charge without invoking action under Clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to Government, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to:
 - (a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or
 - (b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.

The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the

liability of contractor on account of loss or damage suffered by Government because of action under this clause shall not exceed 10% of the contract value of the work.

In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the

value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor.

The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

Any excess expenditure incurred or to be incurred by Government in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by Government as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Government in law or per as agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

In the event of above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

CLAUSE 15

Suspension of Work

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

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

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

(ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:

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

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

(iii) If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for reason (a) in sub para (i) above, the contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer in- Charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and

if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by Government or where it affects whole of the works, as an abandonment of the works by Government, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Engineer-in-Charge. In the event of the contractor treating the suspension as an abandonment of the contract by Government, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer-in-Charge may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 3 months.

CLAUSE 16

Action in case Work not done as per Specifications

All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-in - charge, his authorized subordinates in charge of the work and all the superior officers, officer of the Quality Assurance Unit of the Department or any organization engaged by the Department for Quality Assurance and of the Chief Technical Examiner's Office, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

If it shall appear to the Engineer-in-charge or his authorized subordinates in charge of the work or to the Officer/Engineer in charge of Quality Assurance or his subordinate officers or the officers of the organization engaged by the Department for Quality Assurance or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or un-skillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted

or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months (six months in the case of work costing Rs. 10 Lac and below except road work) of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in- Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under Clause 2 of the contract (for non-completion of the work in time) for this default.

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

CLAUSE 17

Contractor Liable for Damages, defects during defect liability period

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within twelve months after a certificate final or otherwise of its completion shall have been given by the Engineer in- Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at anytime thereafter may become due to the

contractor, or from his security deposit/performance security or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit/performance security of the contractor shall not be refunded before 60 days after the expiry of twelve months of defect liability period after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later.

CLAUSE 18

Contractor to Supply Tools & Plants etc.

The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-Charge's stores), machinery, tools & plants as specified in Schedule F. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

CLAUSE 18 A

Recovery of Compensation paid to Workmen

In every case in which by virtue of the provisions sub- section (1) of section 12 of the Workmen's Compensation Act. 1923, Government is obliged to pay compensation to a workman employed by the contractor, in execution of the works, Government will recover from the contractor, the amount of the compensation so paid: and, without prejudice to the rights of the Government under sub- section (2) of section 12, of the said Act, Government shall be at

liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Government to the contractor whether under this contract or otherwise. Government shall not be bound to contest any claim made against it under sub- section (1) of section 12, of the said Act, except on the written request of the contractor and upon his giving to Government full security for all costs for which Government might become liable in consequence of contesting suchclaim.

CLAUSE 18 B

Ensuring Payment and Amenities to Workers if Contractor fails

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, NHIDCL is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, orto incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H or under the C.P.W.D. Contractor’s Labour Regulations, or under the Rules framed by NHIDCL from time to time for the protection of health and sanitary arrangements for workers employed by NHIDCL Contractors, NHIDCL will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the NHIDCL under sub-section(2) of Section 20, and sub-section (4) of Section 21, oftheContract Labour (Regulation and Abolition) Act, 1970, NHIDCL shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by NHIDCL to the contractor whether under this contract or otherwise NHIDCL shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the NHIDCL full security for all costs for which NHIDCL might become liable in contesting suchclaim.

CLAUSE 19

Labour Laws to be complied by the Contractor

The contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work.

Construction of Automated Multilevel Car Parking System at Central Civil Secretariat, Itanagar, Arunachal Pradesh.” (Sub head: Civil Works, Sanitary & Drainage works, Electrical Works, Lift works, Automatic Parking system and Operations & Maintenance works etc.)



The contractor shall also comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.

The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

CLAUSE 19A

No labour below the age of Eighteen years shall be employed on the work.

CLAUSE 19 B

Payment of wages:

(i) The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as defined in the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

(ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.

(iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorized made, maintenance of wage books or wage slips publication of scale of wage and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

(iv) The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required

for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.

(c) Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labourers directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labour and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned.

(v) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.

(vi) The contractor shall indemnify and keep indemnified Government against payments to be made under and for the observance of the laws aforesaid and the Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.

(vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

(viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.

(ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

CLAUSE 19C

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per C.P.W.D. Safety Code

framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty as decided by the authority mentioned in Schedule F for each default and in addition, the Engineer-in- Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

CLAUSE 19D

The contractor shall submit by the 4th and 19th of every month, to the Engineer-in-Charge, a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively:-

- (1) the number of labourers employed by him on the work,
- (2) their working hours,
- (3) the wages paid to them,
- (4) the accidents that occurred during the said month showing the circumstances under which they happened and the extent of damage and injury caused by them, and
- (5) The number of female workers who have been allowed maternity benefit according to Clause 19F and the amount paid to them.

Failing which the contractor shall be liable to pay to Government, a sum as decided by the authority mentioned in Schedule F for each default or materially incorrect statement. The decision of the Engineer in charge shall be final in deducting from any bill due to the contractor; the amount levied as fine and be binding on the contractor.

CLAUSE 19 E

In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the Central Public Works Department and its contractors.

CLAUSE 19 F

Leave and pay during leave shall be regulated as follows:-

1. Leave:

- (i) in the case of delivery - maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day,
- (ii) in the case of miscarriage - up to 3 weeks from the date of miscarriage.

2. Pay:

- (i) in the case of delivery - leave pay during maternity leave will be at the rate of the women's average daily earnings, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rupee one only a day whichever is greater.
- (ii) in the case of miscarriage - leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.

3. Conditions for the grant of Maternity Leave:

No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave.

4. The contractor shall maintain a register of Maternity (Benefit) in the Prescribe Form as shown in Appendix -I and II, and the same shall be kept at the place of work.

LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED ON WORKMEN:

In accordance with NHIDCL Rules to be displayed prominently at the site of working in both English and local language.

- 1. Willful insubordination or disobedience, whether alone or in combination with other.
- 2. Theft, fraud or dishonesty in connection with the contractors beside a business or property of NHIDCL.
- 3. Taking or giving bribes or any illegal gratifications.
- 4. Habitual late attendance.
- 5. Drunkenness fighting, riotous or disorderly or indifferent behavior.
- 6. Habitual negligence.

7. Smoking near or around the area where combustible or other materials are locked.
8. Habitual indiscipline.
9. Causing damage to work in the progress or to property of the NHIDCL or of the contractor.
10. Sleeping on duty. .
11. Malingering or slowing down work.
12. Giving of false information regarding name, age, father's name etc.
13. Habitual loss of wage cards supplied by the employers.
14. Unauthorized use of employer's property for manufacture or making of unauthorized articles at the work place.
15. Bad workmanship in construction and maintenance by skilled workers which is not approved by the NHIDCL and for which the contractors are Compelled to undertake rectifications.
16. Making false complaints and/or misleading statements.
17. Engaging on trade within the premises of the establishments.
18. Any unauthorized divulgence of business affairs of the employees.
19. Collection or canvassing for the collection of any money within the premises of an establishment unless authorized by the employer.
20. Holding meeting inside the premises without previous sanction of the employers.
21. Threatening or intimidating any workman or employee during the working hours within the premises.

CLAUSE 19 G

In the event of the contractor(s) committing a default or breach of any of the provisions of the National Highways & Infrastructure Development Corporation Limited, Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and' Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the Government/NHIDCL a sum as decided by the authority mentioned in Schedule F for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to as decided by the authority mentioned in Schedule F per day for each day of default subject to a maximum of 5 percent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.

Should it appear to the Engineer-in-Charge that the contractor(s) is/are not properly observing and complying with the provisions of the NHIDCL Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R& A) Central Rules 1971, for the protection of health and sanitary arrangements for work-people employed by the contractor(s) (hereinafter referred as "the said Rules") the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/observe the said Rules and to provide the amenities to the work-people as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/their own expense and to approved standards all necessary huts and sanitary arrangements required for his/their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Engineer-in- Charge shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodeled and/or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

CLAUSE 19 H

The contractor(s) shall at his/their own cost provide his/their labour with a sufficient

number of huts (hereinafter referred to as the camp) of the following specifications on a suitable plot of land to be approved by the Engineer-in- Charge.

(i)

(a) The minimum height of each hut at the eaves level shall be 2.10m (7 ft.) and the floor area to be provided will be at the rate of 2.7 sq.m. (30 sq.ft.) for each member of the worker's family staying with the labourer.

(b) The contractor(s) shall in addition construct suitable cooking places having a minimum area of 1.80m x 1.50m (6'x5') adjacent to the hut for each family.

(c) The contractor(s) shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women.

(d) The contractor(s) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.

(ii)

(a) All the huts shall have walls of sun-dried or burnt-bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-Charge. In case of sun-dried bricks, the walls should be plastered with mud gobi on both sides. The floor may be kutcha but plastered with mud gobi and shall be at least 15 cm (6") above the surrounding ground. The roofs shall be laid with thatch or any other materials as may be approved by the Engineer-in-Charge and the contractor shall ensure that throughout the period of their occupation, the roofs remain water-tight.

(b) The contractor(s) shall provide each hut with proper ventilation.

(c) All doors, windows, and ventilators shall be provided with suitable leaves for security purposes.

(d) There shall be kept an open space of at least 7.2m (8 yards) between the rows of huts which may be reduced to 6m (20 ft.) according to the availability of site with the approval of the Engineer-in-Charge. Back to back construction will be allowed.

(iii) **Water Supply** - The contractor(s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than two gallons of pure and wholesome water per head per day for drinking purposes and three gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or river, tanks which may be of metal or masonry, shall be provided. The contractor(s) shall also at his/ their own cost make arrangements for laying pipe lines for water supply to his/ their labour camp from the existing mains wherever available, and shall pay all fees and charges therefore.

(iv) The site selected for the camp shall be high ground, removed from jungle.

(v) **Disposal of Excreta** - The contractor(s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the Local

Health Authorities. If trenching or incineration is not allowed, the contractor(s) shall make arrangements for the removal of the excreta through the Municipal Committee/authority and inform it about the number of labourers employed so that arrangements may be made by such Committee/authority for the removal of the excreta. All charges on this account shall be borne by the contractor and paid direct by him to the Municipality/authority. The contractor shall provide one sweeper for every eight seats in case of dry system.

(vi) **Drainage** - The contractor(s) shall provide efficient arrangements for draining away silage water so as to keep the camp neat and tidy.

(vii) The contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.

(viii) **Sanitation** - The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.

CLAUSE 19 I

The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. In respect of maintenance/repair or renovation works etc. where the labour have an easy access to the individual houses, the contractor shall issue identity cards to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour. AE/JE/Engineer will display a list of contractors working in the colony/Blocks on the notice board in the colony and also at the service centre, to apprise the residents about the same.

CLAUSE 19J

It shall be the responsibility of the contractor to see that the building under construction is not occupied by anybody unauthorized during construction, and is handed over to the Engineer-in-Charge with vacant possession of complete building. If such building though completed is occupied illegally, then the Engineer-in-Charge shall have the option to refuse to accept the said building/buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay, a levy upto 5% of tendered/contract value of work may be imposed by the Engineer whose decision shall be final both with regard to the justification and quantum and be binding on the contractor.

However, the Engineer, through a notice, may require the contractor to remove the illegal occupation any time on or before construction and delivery.

CLAUSE 19K

Employment of skilled/semi-skilled workers

The contractor shall, at all stages of work, deploy skilled/semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/ National Institute of construction Management and Research (NICMAR)/ National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/ certified by State/Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer in charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in- Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate specified in schedule ‘F’ per such tradesman per day. Decision of Engineer in Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.

Provided always, that the provisions of this clause shall not be applicable for works with estimated cost put to tender being less than Rs. 5 crores.

For work costing more than Rs. 10 Crores, and upto Rs. 50 Crores, the contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 20% of the unskilled workers engaged in the project in co-ordination with the CPWD Regional Training Institute & National Skill Development Corporation (NSDC) for certification at the level of skilled/semi-skilled tradesmen. For work costing more than Rs. 50 Crores, the contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 30% of the unskilled worker engaged in the project in co-ordination with the CPWD Regional Training Institute & National Skill Development Corporation (NSDC) for certification at the level of skilled/semi skilled tradesmen. The cost of such training as stated above shall be borne by the Government. The necessary space and workers shall be provided by the contractor and no claim what so ever shall be entertained.

CLAUSE 19L

Contribution of EPF and ESI

The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Engineer-in-charge to the contractor on actual basis. The verification of deployment of labour will be done through biometric attendance system or any other suitable method by the Engineer in Charge. The applicable and eligible amount of EPF & ESI shall be reimbursed preferably within 7 days but not later than 30 days of

submission of documentary proof of payment provided same are in order.

CLAUSE 20

Minimum Wages Act to be complied with

The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed there under and other labour laws affecting contract labour that may be brought into force from time to time.

CLAUSE 21

Work not to be sublet. Action in case of insolvency

The contract shall not be assigned or sublet without the written approval of the Engineer-in-Charge. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employ of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge on behalf of the President of India through National Highways & Infrastructure Development Corporation Limited, New Delhi shall have power to adopt the course specified in Clause 3 hereof in the interest of Government and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.

CLAUSE 22

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

CLAUSE 23

Changes in firm's Constitution to be intimated

Where the contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 21.

CLAUSE 24

Life Cycle Cost

The contractor shall have obligation to rectify construction defects (as specified in Schedule F) minimum up to 5 (five) years from the date of completion of work. The defects have to be rectified within a reasonable time not exceeding three months after issue of notice by Engineer- in-Charge.

CLAUSE 25

Dispute Resolution

Dispute Resolution

(i) Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “**Dispute**”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 25.2.

(ii) The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non- privileged records, information and data pertaining to any Dispute.

Conciliation

In the event of any Dispute between the Parties, either Party may call upon the Authority’s Engineer, or such other person as the Parties may mutually agree upon (the “**Conciliator**”) to mediate and assist the Parties in arriving at an amicable settlement thereof. Failing mediation by the Conciliator or without the intervention of the Conciliator, either Party may require such Dispute to be referred to the Chairman of the Authority and the Chairman of the Board of Directors of the Contractor for amicable settlement, and upon such reference, the said persons shall meet no later than 7 (seven) business days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 30 (thirty) business day period or the Dispute is not amicably settled within 30 (thirty) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 25.1.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 25.3 but before resorting to such arbitration, the parties agree to explore conciliation by the Conciliation Committees of Independent Experts set up by the Authority in accordance with the procedure decided by the panel of such experts and notified by the Authority on its website including its subsequent amendments. In the event of the conciliation proceedings being successful, the parties to the dispute would sign the written settlement agreement and the conciliators would authenticate the same. Such settlement agreement would then be binding on the parties in terms of Section 73 of

the Arbitration Act. In case of failure of the conciliation process even at the level of the Conciliation Committee, either party may refer the Dispute to arbitration in accordance with the provisions of Clause 25.3.

Arbitration

Any dispute which remains unresolved between the parties through the mechanisms available/prescribed in the Agreement, irrespective of any claim value, which has not been agreed upon/ reached settlement by the parties, will be referred to the Arbitral Tribunal as per the Arbitration and Conciliation Act.

(i) The Arbitral Tribunal shall make a reasoned award (the “Award”). Any Award made in any arbitration held pursuant to this Article 26 shall be final and binding on the Parties as from the date it is made, and the Contractor and the Authority agree and undertake to carry out such Award without delay.

(ii) The Contractor and the Authority agree that an Award may be enforced against the Contractor and/or the Authority, as the case may be, and their respective assets wherever situated.

(iii) This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder. Further, the parties unconditionally acknowledge and agree that notwithstanding any dispute between them, each Party shall proceed with the performance of its respective obligations, pending resolution of Dispute in accordance with this Article.

(iv) In the event the Party against whom the Award has been granted challenges the Award for any reason in a court of law, it shall make an interim payment to the other Party for an amount equal to 75% (seventy five per cent) of the Award, pending final settlement of the Dispute. The aforesaid amount shall be paid forthwith upon furnishing an irrevocable Bank Guarantee for a sum equal to 120 % (one hundred and twenty per cent) of the aforesaid amount. Upon final settlement of the Dispute, the aforesaid interim payment shall be adjusted and any balance amount due to be paid or returned, as the case may be, shall be paid or returned with interest calculated at the rate of 10% (ten per cent) per annum from the date of interim payment to the date of final settlement of such balance.

Adjudication by Regulatory Authority, Tribunal or Commission

In the event of constitution of a statutory regulatory authority, tribunal or commission, as the case may be, with powers to adjudicate upon disputes between the Contractor and the Authority, all Disputes arising after such constitution shall, instead of reference to arbitration under Clause 25.3, be adjudicated upon by such regulatory authority, tribunal or commission in accordance with the Applicable Law and all references to Dispute Resolution Procedure shall be construed accordingly. For the avoidance of doubt, the Parties hereto agree that the adjudication hereunder shall not be final and binding until an appeal against such adjudication has been decided by an appellate tribunal or court of competent jurisdiction, as the case may be, or no such appeal has

been preferred within the time specified in the Applicable Law.

CLAUSE 26

Contractor to indemnify NHIDCL against Patent Rights

The contractor shall fully indemnify and keep indemnified the President of India through National Highways & Infrastructure Development Corporation Limited against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against Government in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the President of India if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

CLAUSE 27

Action where no Specifications are specified

In the case of any class of work for which there is no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications, if not available then as per State/District specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

CLAUSE 28

Withholding and lien in respect of sum due from contractor

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

under the same contract or any other contract with the Engineer-in-Charge of the Government or any contracting person through the Engineer-in-Charge pending finalization of adjudication of any such claim.

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

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

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

CLAUSE 29A

Lien in respect of claims in other Contracts

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or the Government or any other contracting person or persons through Engineer-in-Charge against any claim of the Engineer-in-Charge or Government or such other person or persons in respect of payment of a sum of

money arising out of or under any other contract made by the contractor with the Engineer- in-Charge or the Governmentor with such other person or persons. It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in- Charge or the Government will be kept withheld or retained as such by the Engineer-in-Charge or the Government or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to thecontractor.

Clause 29 B

Employment of coal mining or controlled area labour not Permissible

The contractor shall not employ coal mining or controlled area labour falling under any category whatsoever on or in connection with the work or recruit labour from area within a radius of 32 km (20 miles) of the controlled area. Subject as above the contractor shall employ imported labour only i.e., deposit imported labour or labour imported by contractors from area, from which import is permitted.

Where ceiling price for imported labour has been fixed by State or Regional Labour Committees not more than that ceiling price shall be paid to the labour by the contractor.

The contractor shall immediately remove any labourer who may be pointed out by the Engineer in-Charge as being a coal mining or controlled area labourer. Failure to do so shall render the contractor liable to pay to Government a sum calculated at the rate of Rs.10/- per day per labourer. The certificate of the Engineer-in-Charge about the number of coal mining or controlled area labourer and the number of days for which they worked shall be final and binding upon all parties to thiscontract.

It is declared and agreed between the parties that the aforesaid stipulation in this clause is one in which the public are interested within the meaning of the exception in Section 74 of Indian Contract Act,1872.

Explanation: - Controlled Area means the following areas:

Districts of Dhanbad, Hazaribagh, Jamtara - a Sub-Division under Santhal Pargana Commissionery, Districts of Bankuara, Birbhum, Burdwan, District of Bilaspur.

Any other area which may be declared a Controlled Area by or with the approval of the Central Government.

CLAUSE 30

Unfiltered water supply

The contractor(s) shall make his/their own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following conditions.

- (i) That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the Engineer-in-Charge.
- (ii) The Engineer-in-Charge shall make alternative arrangements for supply of water at the risk and cost of contractor(s) if the arrangements made by the contractor(s) for procurement of water are in the opinion of the Engineer-in-Charge, unsatisfactory.

Clause 31

Hire of Plant & Machinery

The contractor shall arrange at his own expense all tools, plant, machinery and equipment (hereinafter referred to as T & P) required for execution of the work.

Clause 32

Employment of Technical Staff and employees

Contractors Superintendence, Supervision, Technical Staff & Employees

- (i) The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract.

The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge, the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their qualifications and experience shall not be lower than specified in Schedule 'F'. Even if the contractor (or partner(s) in case of firm/ company) is himself / herself an Engineer, it is necessary on the part of the contractor to Employ principal technical representative / technical representative (s) as per stipulation in Schedule 'F'

The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative and other technical representative(s) shall be appointed by the

contractor soon after receipt of the approval from Engineer-in-charge and shall be available at site before start of work.

All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative(s). The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required, to the Engineer-in-Charge and/or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and other technical representative(s) shall be actually available at site fully during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements/checked measurements/ test checked measurements. The representative(s) shall not look after any other work. Substitutes, duly approved by Engineer-in-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days.

If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (nonrefundable) shall be effected from the contractor as specified in Schedule 'F' and the decision of the Engineer-In-Charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable technical Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the 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 one account bill final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

(ii) The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the

work.

The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.

The Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer-in-Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.

CLAUSE 33

Levy/Taxes payable by Contractor

Building and other Construction Workers Welfare Cess or any other tax, levy or Cess in respect of input for or output by this contract shall be payable by the contractor and Government shall not entertain any claim whatsoever in this respect except as provided under Clause 38 The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities.

If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Government of India and does not any time become payable by the contractor to the State Government, Local authorities in respect of any material used by the contractor in the works, then in such a case, it shall be lawful to the Government of India and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

CLAUSE 34

Conditions for reimbursement of levy/taxes if levied after receipt of Tenders

All tendered rates shall be inclusive of any tax, levy or cess applicable on last stipulated date of receipt to f tender including extension if any. No adjustment i.e. increases or decrease shall be made for any variation in the rate of GST, Building and Other Construction Workers Welfare Cess or any tax, levy or cess applicable on inputs.

CLAUSE 35

Termination of Contract on death of contractor

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Engineer-in-Charge on behalf of the President of India through National highways & Infrastructure Development Corporation Limited shall have the option of terminating the contract without levy of compensation to the contractor.

CLAUSE 36

If relative working in NHIDCL then the contractor not allowed to tender

The contractor shall not be permitted to tender for works in the NHIDCL responsible for award and execution of contracts in which his near relative is posted as Accountant or as an officer in any capacity between the grades of the Superintending Engineer/Equivalent and Junior Engineer/equivalent (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted Officer in the NHIDCL or in the Ministry of Road Transport & Highways. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department. If however the contractor is registered in any other department, he shall be debarred from tendering in NHIDCL for any breach of this condition.

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

CLAUSE 37

No Gazetted Engineer to work as Contractor within one year of retirement

No engineer of Gazetted rank or other Gazetted officer employed in engineering or administrative duties in an engineering department of the Government of India shall work as a contractor or employee of a contractor for a period of one year after his retirement from government service without the previous permission of Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Government of India as aforesaid, before submission of the tender or engagement in the contractor's service, as the case maybe.

CLAUSE 38

Theoretical consumption of Material

After completion of the work and also at any intermediate stage in the event of Non reconciliation of materials issued theoretical quantity of materials used in the work shall be calculated on the basis and method given hereunder:-

- (a) Quantity of cement & bitumen shall be calculated on the basis of quantity of cement & bitumen required for different items of work as shown in the Schedule of Rates mentioned in Schedule 'F'. In case any item is executed for which standard constants for the consumption of cement or bitumen are not available in the above mentioned schedule/statement or cannot be derived from the same shall be calculated on the basis of standard formula to be laid down by the Engineer-in-Charge.
- (b) Theoretical quantity of steel reinforcement or structural steel sections shall be taken as the quantity required as per design or as authorized by Engineer-in-Charge, including authorized lappings, chairs etc. plus 3% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual issues each diameter wise, section wise and category wise separately.
- (c) Theoretical quantity of G.I. & C.I. or other pipes, conduits, wires and cables, pig lead and G.I./M.S. sheets shall be taken as quantity actually required and measured plus 5% for wastage due to cutting into pieces (except in the case of G.I./M.S. sheets it shall be 10%), such determination & comparison being made diameter wise & category wise.
- (d) For any other material as per actual requirements.

Over the theoretical quantities of materials so computed a variation shall be allowed as specified in Schedule 'F' for nonscheduled items, the decision of the Superintending Engineer regarding theoretical quantities of materials which should have been actually used, shall be final and binding on the contractor.

- i. The said action under this clause is without prejudice to the right of the Government to take action against the contractor under any other conditions of contract for not doing the work according to the prescribed specifications.

CLAUSE 39

Compensation during warlike situations

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (inwriting) by the Engineer-in-Charge to remove any

debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation upto the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Engineer upto Rs.2,00,000/-- and by the next higher officer concerned for a higher amount. The contractor shall be paid for the damages/destruction suffered and for restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the A.R.P. (Air Raid precaution) Officers or the Engineer-in-Charge (b) for any material etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work. In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Engineer.

CLAUSE 40

Apprentices Act provisions to be complied with

The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Competent Authority may, in his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

CLAUSE 41

Release of Security deposit/ Retention Money after labour clearance

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

Construction of Automated Multilevel Car Parking System at Central Civil Secretariat, Itanagar, Arunachal Pradesh.” (Sub head: Civil Works, Sanitary & Drainage works, Electrical Works, Lift works, Automatic Parking system and Operations & Maintenance works etc.)



SCHEDULE OF WORKS FOR CIVIL/ELECTRICAL/OTHER WORKS

Name of work: Construction of Automated Multilevel Car Parking System at Central Civil Secretariat, Itanagar, Arunachal Pradesh.” (Sub head: Civil Works, Sanitary & Drainage works, Electrical Works, Lift works, Automatic Parking system and Operations & Maintenance works etc.)

SCHEDULE A:		
SN	TITLE	PARTICULARS
1	Contract No.	NHIDCL/AMLCP Const Work/AP/2020
2	Notice Inviting Tender (NIT) details	i) NIT as uploaded on Web Site on CPP Portal and on NHIDCL's official website.
3	Scope and location of the work:	Central Civil Secretariat, Itanagar, Arunachal Pradesh
4	Time Schedule for the work:	15 months
5.	List of Drawings	Section VII
6	List of changes in specifications	In addition to CPWD Specifications, the additional Specifications for Automatic Car Parking, are given in the Section V and VI respectively.
7	Bill of Quantities (BoQ)	Uploaded online

SCHEDULE B :	
Schedule of materials to be issued to the contractor	NIL

SCHEDULE C :	
Tools and Plants to be hired to the Contractor	NIL

SCHEDULE D :	
Extra Schedule for specific requirements / documents for the work, if any	
1. Instructions to bidders	Refer Pg. 13-30
2. General Conditions of Contract	Refer Pg. 76-183
3. Additional Conditions of Contract	Refer Pg. 184-193
4. Special Conditions of Contract	Refer Pg. 194-207
5. Particular Specifications	Refer Pg. 221-241
6. List of Approved makes	Refer Pg. 200-207
7. Architectural/.Structural Drawings	Uploaded online separately

SCHEDULE E : Reference to General Conditions of Contract

Clause 10 A List of testing equipments to be provided by the contractor at site lab.	As per Annexure D at Pg.223 to Pg.226 of this document
Clause 10B (II) shall be applicable	Yes
Clause 10C shall be applicable	No
Clause 10CA shall be applicable	No
Clause 10CC shall be applicable	Yes

SCHEDULE F

Name of Work: Construction of Automated Multilevel Car Parking System at Central Civil Secretariat, Itanagar, Arunachal Pradesh.” (Sub head: Civil Works, Sanitary & Drainage works, Electrical Works, Lift works, Automatic Parking system and Operations & Maintenance works etc.)

Estimated cost of work:	Rs. 16.25 Crore
i) Earnest money/EMD/Bid Security	Rs.16,25,000/-
ii) Performance Guarantee	2.50 % of tendered value
iii) Security Deposit/Retention Money	2.5% of tendered value

General Rules and Directions

Officer Inviting Tender	General manager (Tech) NHIDCL 2 nd Floor, PTI Building, Parliament Street New Delhi-110001
Engineer-in-Charge	Executive Director (P)-RO
Accepting Authority	Managing Director, NHIDCL
Percentage on cost of materials & labour to cover all overheads & profits	15% (Fifteen percent)
Standard Schedule of Rates	<ul style="list-style-type: none"> • CPWD – DSR 2018 (Civil) for Civil works, • CPWD-DSR 2019 for Fire Fighting works/Wet Riser & Sprinklers with upto date Correctionslips. • CPWD-DPAR2019forSTPwithupto date Correctionslips. • CPWD-DSR 2018 (E & M) for Electrical

	works with update Correction slips
Department	National Highway & Infrastructure Development Corporation Limited (NHIDCL)
Date of commencement of work	On 21 st day of issue of Letter of Intent or the date of handing over of the site, whichever is later
Time allowed for signing of Agreement	Within 10 days after submission of Performance Guarantee
Time allowed for execution of work	15 months

Clause – 1		
i)	Time allowed for submission of Performance Guarantee, from the date of issue of letter of acceptance/LOI	Within 15 days of receipt of Letter of acceptance with validity for 60 days after the defect liability period of 12 months
ii)	Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in (i) above	7 days

Clause - 2	
Authority for fixing compensation under clause 2.	Competent Authority in NHIDCL
Clause – 2A	
Whether Clause 2A shall be applicable (Yes / No)	Yes

Clause – 5					
Number of days from the date of issue of Letter of Acceptance for reckoning date of start. Mile Stone(s) as per table given below					On 15 th day of issue of Letter of Intent or the date of handing over of the site, whichever is later.
TABLE OF MILE STONE(S)					
Sl. No.	Description of Milestone		Time in Months from date of start of project		Amount to be with-held in case of non-achievement of milestone
	Physical (Cumulative)	Financial (Cumulative)	From	To	
1	15 %	1 Crore	0	4	0.4% of the contract amount will be withheld for non achievement of each milestone.
2	35 %	5 Crore	4	7	
3	60 %	10 Crore	7	10	
4	75 %	14 Crore	10	13	
5	100 %	18.20 Crore	13	15	
Time allowed for execution of work				15 months	
Schedule of Handing over of Site				Within 15days after issue of Letter of Intent	
Schedule for issue of designs				Shall be notified to contractor after a request is submitted by the contractor.	
Authority to decide: (i) Extension of time (ii) Rescheduling of milestones (iii) Shifting of date of start in case of delay in handing over of site				Competent Authority in NHIDCL	
Clause 5.1 (b-iii) Recovery for non-submission of Progress Chart & progress report within specified period				Rs. 5,000 /- per week.	

Clause – 7: 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 interimpayment.	Rs. 50,00,000/- (Rs. Fifty Lakh)
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Clause 7 A : Whether clause 7A shall be applicable (Yes / No)	Yes
Clause – 10B (ii) (Mobilisation Advance) : Whether Clause 10B (ii) shall be applicable (Yes/No)	Yes, applicable

Clause 10CC :	Applicable, since the time of completion is more than 12 months
Schedule of component of other materials , labour & POL for price escalation	
Component of civil/electrical other works components expressed as percentage of total value of work – Xm	75%
Component of Labour - expressed as percent of total value of work-Y	25%
Component of Fuel, Oil and Lubricant expressed a percent of total value of work – Z	0

Clause – 11 :	
Specifications to be followed for execution of this work	<p>CPWD Specifications (Vol – I) – 2019 with update Correctionslips</p> <p>CPWD Specifications (Vol – II) – 2019 with update Correctionslips</p> <ol style="list-style-type: none"> CPWD General Specification for Electrical works Part – I: Internal 2013 s amended up to date. CPWD General Specification for Electrical works Part – II: External as amended up to date. CPWD General Specification for Electrical works Part – III: Lift and escalators as amended up to date. CPWD General Specification for Electrical works Part – IV: Sub Station - 2013 as amended up to date.

	<p>CPWD General Specification for Electrical works Part – V: Wet riser and Sprinkler as amended up to date.</p> <p>f) CPWD General Specification for Electrical works Part – VI: Fire Detection and Alarm System - 2018 as amended up to date.</p> <p>g) CPWD General Specification for Electrical works Part – VII: D. G. Sets – 2013 as amended up to date.</p> <p>h) CPWD General Specification for Electrical works Part–VIII: Gas Based Fire Extinguishing System - 2013 as amended up to date.</p> <p>i) General Specifications for Heating, Ventilation & Air-Conditioning (HVAC) – 2017 as amended up to date.</p> <p>Additional specifications as specified in the contract agreement. Relevant BIS/ISI codes etc & standards shall be followed. In case of non-availability of any standard, the manufacturers specifications shall be followed. The Decision of the Engineer- in-charge or the Officer authorised by the Employer shall be final, in case of any contradiction.</p> <p>The standards and specifications with correction slips to be followed upto last date of submission/uploading of bid.</p>
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Clause –12: Deviation limits			
Type of work: Project and Original Work			
12.2 & 12.3	i)	Deviation Limit beyond which Clause 12.2 & 12.3 shall apply for building work above plinth level	30%
12.5	i)	Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work (except items mentioned in earth work sub head in DSR & related items)	100%
	ii)	Deviation Limit for items mentioned in earth work sub head of DSR and related items)	100%
Clause – 16 :			

Competent Authority for deciding reduced rates	As per power delegated by MD, NHIDCL
Clause-17:	
Contractor liable for damages, defects during maintenance period	05 years. 60% Security Deposit will be released after 01 year of maintenance period. 20% Security Deposit to be released after 02 years of maintenance period. Remaining 20% will be released after completion of the maintenance period.
Clause – 18:	
List of mandatory machinery, tools & plants to be deployed by the contractor at site	As per Para 2, Clause 15 of Additional Conditions of Contract
Clause 19:	
Clause 19 C : Authority to decide penalty for each default	As per power delegated by MD, NHIDCL
Clause 19 D : Authority to decide penalty for each default	As per power delegated by MD, NHIDCL
Clause 19 G : Authority to decide penalty for each default	As per power delegated by MD, NHIDCL
Clause 19 K : Authority to decide penalty for each default	As per power delegated by MD, NHIDCL
Clause 24 :	
Life Cycle Cost	
Items covered under Life Cycle Cost for removal of construction defects	Water Proofing Work Structural Glazing DG Set Automated Car Parking System Equipments/ Car Management System Gym Equipments

Clause – 32 :

Sl. No.	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical/Technical representative)	Nos.	Rate per month per person at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 32
1	BE / B. Tech	Civil	Project Manager cum Quality Control – Team Leader	1	Rs. 60,000/- (Rs. Sixty thousand) per month
2.	BE / B. Tech	Electrical	Project Engineer cum Quality Control	1	Rs. 40,000/- (Rs. Forty thousand) per month
3.	BE / B. Tech	Mechanical	Project Engineer cum Quality Control	1	Rs. 40,000/- (Rs. Forty thousand) per month
4.	Diploma	Civil	Site Engineer	1	Rs. 30,000/- , (Rs. Thirty thousand) per month
5.	Diploma	Electrical	Site Engineer	1	Rs. 30,000/- , (Rs. Thirty thousand) per month

Note: i) The Project Manager should have experience of at least one similar nature of work. Assistant Engineers & retired from Govt. services that are holding Diploma will be treated at par with Graduate Engineers.

ii) The contractor to deploy adequate Nos. of technicians, foreman, supervisors, safety officer, labour welfare officer, storekeeper & office staff till completion of works.

iii) The contractor to submit deployment schedule of all the above-mentioned staff before commencement of the work to the Engineer in Charge.

Clause -38:

(i)	(a) Schedule/statement for determining theoretical quantity of cement, steel & Bitumen	CPWD-DSR2018 with upto date correction slips issued upto last date of issue of tender
(ii)	Variations permissible on theoretical quantities.	
A	Cement	
	i) For works with estimated cost put to tender not more than Rs.25	3% plus/minus
	ii) for works with estimated cost put to tender more than Rs. 25 Lakh	2% plus/minus
B	Bitumen for All works	2.5 % plus & only nil on minus side
C	Steel reinforcement and structural steel sections for each diameter, section and category	2 % plus / minus
D	All other materials	Nil

RECOVERY RATES-			
S. No.	Description of Item	Rates in figures & words at which recovery shall be made from the Contractor	
		Excess wastage beyond permissible limit	Less use Beyond
	Cement	Nil	Rs. 7500 /- per MT*
	Steel reinforcement	Nil	Rs. 45,000/- per MT*
*Important Note: Recovery rates for materials given above are only for regulating operation of clause 38. The tenderers are requested to consider prevailing market rates while quoting the rates.			

NHIDCL'S SAFETY CODE

The Contractor shall follow at place of work all the times utmost safety and precautions during the execution of the work as given below:

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical.)
2. Scaffolding of staging more than 3.6 m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm. (3ft.)
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. ($11\frac{1}{2}$ ") for ladder upto and including 3 m. (10 ft.) in length. For longer ladders, this width should be increased at least $\frac{1}{4}$ " for each additional 30 cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit; action or proceedings to any such person or which

may, with the consent of the contractor, be paid to compensate any claim by any such person.

6. (a)Excavation and Trenching - All trenches 1.2 m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or fraction thereof, Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The side of the trenches which are 1.5 m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m. (5ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.

(b) Safety Measures for digging bore holes:

- (i). If the bore well is successful, it should be safely capped to avoid caving and collapse of the bore well. The failed and the abandoned ones should be completely refilled to avoid caving and collapse;
- (ii). During drilling, Sign boards should be erected near the site with the address of the drilling contractor and the Engineer in-charge of the work;
- (iii). Suitable fencing should be erected around the well during the drilling and after the installation of the rig on the point of drilling, flags shall be put 50m around the point of drilling to avoid entry of people;
- (iv). After drilling the bore well, a cement platform (0.50m x 0.50m x 1.20m) 0.60m above ground level and 0.60m below ground level should be constructed around the well casing;
- (v). After the completion of the bore well, the contractor should cap the bore well properly by welding steel plate, cover the bore well with the drilled wet soil and fix thorny shrubs over the soil. This should be done even while repairing the pump;
- (vi). After the bore well is drilled the entire site should be brought to the ground level.

7. Demolition - Before any demolition work is commenced and also during the progress of the work,

- (a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
- (b) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
- (c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned:- following

safety equipment shall invariably be provided.

- (a) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
- (b) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.
- (c) Those engaged in welding works shall be provided with welder's protective eye shields.
- (d) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- (e) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.

9. When the work is done near any place where there is risk of drowning, all necessary equipment's should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.

10. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions :-

- (i)
 - (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.
 - (b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
- (ii) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
- (iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

11. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the

risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

12. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.

13. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in-Charge of the department or their representatives.

Notwithstanding the above clauses from (1) to (13), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

Contractor's Labour Regulations

1. SHORT TITLE

These regulations may be called the NHIDCL Contractors Labour Regulations.

2. DEFINITIONS

- (a) **Workman** means any person employed by NHIDCL or its contractor directly or indirectly through a subcontractor with or without the knowledge of NHIDCL to do any skilled, semiskilled or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment are expressed or implied but does not include any person:-
- (i) Who is employed mainly in a managerial or administrative capacity or
 - (ii) Who, being employed in a supervisory capacity, draws wages exceeding five hundred rupees per mensem or exercises either by the nature of the duties attached to the office or by reason of powers vested in him, functions mainly of managerial nature or
 - (iii) Who is an out worker, that is to say, person to whom any article or materials are given out by or on behalf of the principal employers to be made up, cleaned, washed, altered, ornamental finished, repaired, adopted or otherwise processed for sale for the purpose of the trade or business of the principal employers and the process is to be carried out either in the home of the out worker or in some other premises, not being premises under the control and management of the principal employer.
1. No person below the age of 14 years shall be employed to act as a workman.
 2. Fair wages mean wages whether for time or piece work fixed and notified under the provisions of the Minimum Wages Act from time to time.
 3. Contractors shall include every person who undertakes to produce a given mere supply of goods or articles of manufacture through contract labour or who labour for any work and includes a subcontractor.
 4. Wages shall have the same meaning as defined in the Payment of Wages Act. Normally working hours of an adult employee should not exceed 9 hours a day and shall be so arranged that inclusive of interval for rest, if any, it shall not spread hours on any day.
 5. When an adult worker is made to work for more than 9 hours on any day or for any week, he shall be paid over time for the extra hours put in

by him at rate of wages.

6. Every worker shall be given a weekly holiday normally on a Sunday,
 - b) Where the minimum wages prescribed by the Government under the Minimum Wages Act are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.
 - c) Where a contractor is permitted by the Engineer-in-Charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day on one of the five days immediately before or after the normal weekly holiday and pay wages to such worker for the work performed on the normal weekly holiday at overtime rate.

3. DISPLAY OF NOTICE REGARDING WAGES ETC.

The contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clear and legible condition in conspicuous places on the work, notices in English and in the local Indian languages spoken by the majority of the workers giving the minimum rates of wages fixed under Minimum Wages Act, the actual wages being paid, the hours of work for which such wages are earned, wages periods, dates of payments of wages and other relevant information as per Appendix 'III'.

4. PAYMENT OF WAGES

- i) The contractor shall fix wage periods in respect of which wages shall be payable.
- ii) No wage period shall exceed one month.
- iii) The wages of every person employed as contract labour in an establishment or by a contractor where less than one thousand such persons are employed shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.
- iv) Where the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the

second working day from the date on which his employment is terminated.

- v) All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.
- vi) Wages due to every worker shall be paid to him direct or to other person authorized by him in this behalf.
- vii) All wages shall be paid in current coin or currency or in both.
- viii) Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf for permissible under the Payment of Wages Act 1956.
- ix) A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Engineer-in-Charge under acknowledgment.
- x) It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the Junior Engineer or any other authorised representative of the Engineer-in-Charge who will be required to be present at the place and time of disbursement of wages by the contractor to workmen.
- xi) The contractor shall obtain from the Junior Engineer or any other authorized representative of the Engineer-in-Charge as the case may be, a certificate under his signature at the end of the entries in the “Register of Wages” or the “Wage-cum-Muster Roll” as the case may be in the following form:-
“Certified that the amount shown in column No has been paid to the workman concerned in my presence on at.....”
- xii) “Certified that the amount shown in column No has been paid to the workman concerned through bank account of labour on at... ”

5. FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES

- (i) The wages of a worker shall be paid to him without any deductions of any kind except.
- (a) Fines

- (b) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
- (c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to his neglect or default.
- (d) Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.
- (e) Any other deduction which the Central Government may from time to time allow.
- (ii) No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Chief Labour Commissioner.

Note:- An approved list of Acts and Omissions for which fines can be imposed is enclosed at Appendix-XI

- (iii) No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- (iv) No fine imposed on any worker shall be recovered from him by installment, or after the expiry of sixty days from the date on which it was imposed.
- (v) Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

6. LABOUR RECORDS

- (i) The contractor shall maintain a **Register of persons employed** on work on contract in Form XIII of the CL (R&A) Central Rules 1971 (Appendix IV)
- (ii) The contractor shall maintain a Muster Roll register in respect of all workmen employed by him on the work under Contract in Form XVI of the CL (R&A) Rules 1971 (Appendix V).
- (iii) The contractor shall maintain a Wage Register in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R&A) Rules 1971 (Appendix VI).
- (iv) Register of accident - The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:

- (a) Fullparticularsofthelaborerswhometwithaccident.
- (b) Rate ofWages.
- (c) Sex
- (d) Age
- (e) Natureofaccidentandcauseofaccident.
- (f) Time and date ofaccident.
- (g) Date and time when admitted inHospital,
- (h) DateofdischargefromtheHospital.
- (i) Periodoftreatmentandresultoftreatment.
- (j) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
- (k) ClaimrequiredtobepaidunderWorkmen’sCompensationAct.
- (l) Date of payment ofcompensation.
- (m) Amount paid with details of the person to whom the same waspaid.
- (n) Authority by whom the compensation wasassessed.
- (o) Remarks
- (v) The contractor shall maintain a Register of Fines in the Form XII of the CL (R&A) Rules 1971 (Appendix-XII)

The contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omissions for which fines can be imposed (Appendix-XI)

- (vi) The contractor shall maintain a Register of deductions for damage or loss in Form XXoftheCL(R&A)Rules1971(Appendix-XIII)
- (vii) The contractor shall maintain a Register of Advances in Form XXIII of the CL (R&A) Rules 1971(Appendix-XIV)
- (viii) The contractor shall maintain a Register of Overtime in Form XXIII of the CL (R&A) Rules 1971(Appendix-XV)

7. ATTENDANCE CARD-CUM-WAGE SLIP

- i) The contractor shall issue an Attendance card-cum-wage slip to each workman employed by him in the specimen format (Appendix-VII & VIII)
- ii) The card shall be valid for each wageperiod.
- iii) The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually startwork.
- iv) The card shall remain in possession of the worker during the wage period underreference.

- v) The contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period underreference.
- vi) The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card withhimself.

8. EMPLOYMENT CARD

The contractor shall issue an **Employment Card** in Form XIV of the CL (R&A) Central Rules 1971 to each worker within three days of the employment of the worker (Appendix-IX).

9. SERVICE CERTIFICATE

On termination of employment for any reason whatsoever the contractor shall issue to the workman whose services have been terminated, a Service certificate in Form XV of the CL (R&A) Central Rules 1971 (Appendix-X).

10. PRESERVATION OF LABOUR RECORDS

All records required to be maintained under Regulations Nos. 6 & 7 shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Engineer-in-Charge or Labour Officer or any other officers authorised by the Ministry of UrbanDevelopment in this behalf.

11. POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY

The Labour Officer or any person authorised by Central NHIDCL on their behalf shall have power to make enquires with a view to ascertaining and enforcingdue and proper observance of Fair Wage Clauses and the Provisions of these Regulations. He shall investigate into any complaint regarding the default made bythecontractororsub-contractorinregardtosuchprovision.

12. REPORT OF LABOUR OFFICER

The Labour Officer or other persons authorised as aforesaid shall submit a report of result of his investigation or enquiry to the Executive Engineer concerned indicating the extent, if any, to which the default has been

committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the labourers concerned. In case an appeal is made by the contractor under Clause 13 of these regulations, actual payment to labourers will be made by the Engineer after the Authorised Engineer has given his decision on such appeal.

- i) The Engineer shall arrange payments to the labour concerned within 45 days from the receipt of the report from the Labour Officer or the Authorised Engineer as the case may be.

13. APPEAL AGAINST THE DECISION OF LABOUR OFFICER

Any person aggrieved by the decision and recommendations of the Labour Officer or other persons authorized may appeal against such decision to the Authorised Engineer concerned within 30 days from the date of decision, forwarding simultaneously a copy of his appeal to the Executive Engineer concerned but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

14. PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER

- i) A workman shall be entitled to be represented in any investigation or enquiry under these regulations by:-
 - a) An officer of a registered trade union of which he is a member.
 - b) An officer of a federation of trade unions to which the trade union referred to in clause (a) is affiliated.
 - c) Where the employer is not a member of any registered trade union, by an officer of a registered trade union, connected with the industry in which the worker is employed or by any other workman employed in the industry in which the worker is employed.
 - d) An employer shall be entitled to be represented in any investigation or enquiry under these regulations by:-
 - e) An officer of an association of employers of which he is a member.
 - f) An officer of a federation of associations of employers to which association referred to in clause (a) is affiliated.
 - g) Where the employers is not a member of any association of employers, by an officer of association of employer connected with the industry in which the employer is engaged or by any other employer, engaged in the

industry in which the employer is engaged.

- ii) No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these regulations.

15. INSPECTION OF BOOKS AND SLIPS

The contractor shall allow inspection of all the prescribed labour records to any of his workers or to his agent at a convenient time and place after due notice is received to the Labour Officer or any other person, authorized by the Central NHIDCL on his behalf.

16. SUBMISSIONS OF RETURNS

The contractor shall submit periodical returns as may be specified from time to time.

AMENDMENTS

The NHIDCL may from time to time add to or amend the regulations and on any question as to the application/Interpretation or effect of those regulations the decision of the Authorized Engineer concerned shall be final.

APPENDIX-I

REGISTER OF MATERNITY BENEFITS (Clause 19 F)

Name and address of the contractor(s):

Name and location of the work: .

Name of the employee	Father's/Husband's Name	Nature of employment	Period of actual employment	Date on which notice of confinement given name
1	2	3	4	5

5.

Date of delivery/mis-carriage	Date on which maternity leave commenced and ended			
	In case of Delivery		In case of Mis-carriage	
	Commenced	End	Commenced	Ended
6	7	8	9	10

6.

Leave pay paid to the employee				Remarks
In case of delivery		In case of mis-carriage		
Rate of leave pay	Amount paid	Rate of leave pay	Amount paid	
1 1	12	13	14	15

APPENDIX-II

SPECIMEN FORM OF THE REGISTER, REGARDING MATERNITY BENEFIT ADMISSIBLE TO THE CONTRACTOR'S LABOUR IN T.M.C. WORKS.

Name and location of the work: _____

Name and address of the contractor(s): _____

1.	Name of the woman and her husband's Name:	
2.	Designation:	
3.	Date of appointment:	
4.	Date with months and years in which she is employed:	
5.	Date of discharge/dismissal, if any:	
6.	Date of production of certificates in respect of	
7.	Date on which the woman inform & about the	
8.	Date of delivery/Miscarriage/death:	
9.	Date of production of certificate in respect of	
10.	Date with the amount of maternity/death benefit paid in advance of expected delivery:	
11.	Date with the amount of subsequent payment of maternity benefit:	
12.	Name of the person nominated by the woman to receive the payment of the maternity benefit after her death.	
13.	If the woman dies, the date of her death, the name of the person to whom maternity benefit amount was paid, the month thereof and the date of payment	
14.	Signature of the contractor authenticating entries in the register:	

15	Remarks column for the use of inspecting Officer :	
----	---	--

5. The contractor shall maintain the following below mentioned records as per Appendix III to Appendix X and display it at the work place.

APPENDIX-III

LABOUR BOARD

1	Name of work:	
2	Name and address of contractor:	
3	Name and address of Division:	
4	Name and address of Labour Officer:	
5	Name and address of Labour	

S.NO.	CATEGORY	MINIMUM WAGE FIXED	ACTUAL WAGE PAID	NUMBER PRESENT	REMARKS

Weekly holiday:	
Wage period:	
Date of payment	
Working hours:	
Rest interval:	

Construction of Automated Multilevel Car Parking System at Central Civil Secretariat, Itanagar, Arunachal Pradesh.” (Sub head: Civil Works, Sanitary & Drainage works, Electrical Works, Lift works, Automatic Parking system and Operations & Maintenance works etc.)



APPENDIX-IV

Name and address of the contractor:

Name and address of establishment in/under which contract is carried on:

Name and location of the work:

Name and address of Principal Employer:

Sl. No.	Name and surname of workmen	Age and Sex	Father's/ husband's Name	Nature of employment /designation	Permanent home address of the workman (Village and Tahsil, Taluka & Dist.)	Local Address	Date commencement employment	Signature or thumb impression Of the workman	Date of Termination of employment	Reasons for termination	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

Construction of Automated Multilevel Car Parking System at Central Civil Secretariat, Itanagar, Arunachal Pradesh.” (Sub head: Civil Works, Sanitary & Drainage works, Electrical Works, Lift works, Automatic Parking system and Operations & Maintenance works etc.)



APPENDIX-V

MUSTER ROLL

Name and address of the contractor:

Name and address of establishment in/under which contract is carried on:

Name and location of the work:

Name and address of Principal Employer: For the month of /fortnight --

Sl. No.	Name of work men	Sex	Father's Husband's Name	Dates					Remarks
1	2	3	4	5					6
				1	2	3	4	5	

Construction of Automated Multilevel Car Parking System at Central Civil Secretariat, Itanagar, Arunachal Pradesh.” (Sub head: Civil Works, Sanitary & Drainage works, Electrical Works, Lift works, Automatic Parking system and Operations & Maintenance works etc.)



APPENDIX-VI

FORM XVII

REGISTER OF WAGES

Name and address of the contractor:

Name and address of establishment in/under which contract is carried on: -----

Name and location of the work: -----

Name and address of Principal Employer:

Wages period: Monthly/Fortnightly

Sl. No.	Name of workmen	Serial No. in the register	Designation/Nature of work done	No. of Days worked	Units of work	Daily rate of wages / Piece rate	Amount of wages earned					Deductions if any, (Indicate nature)	Net Amount paid	Signature or thumb impression of workmen	Initial of contractor or his representative
							Basic Wages	Dearness allowances	Over time	Other cash payments	Total				
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

Construction of Automated Multilevel Car Parking System at Central Civil Secretariat, Itanagar, Arunachal Pradesh.” (Sub head: Civil Works, Sanitary & Drainage works, Electrical Works, Lift works, Automatic Parking system and Operations & Maintenance works etc.)



APPENDIX-VII

WAGE CARD

Name and address of contractor

Name and location of work:

Name of workman:

Rate of Wages:

Date of issue:

Designation:

Month / Fortnight:

Month/Fortnight

PARTICULAR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
MORNING																																Rate:
EVENING																																A
INITIAL																																

Received from the sum of Rs.-----
 -... of my wages

Signature on account

Construction of Automated Multilevel Car Parking System at Central Civil Secretariat, Itanagar, Arunachal Pradesh.” (Sub head: Civil Works, Sanitary & Drainage works, Electrical Works, Lift works, Automatic Parking system and Operations & Maintenance works etc.)



APPENDIX-VIII

FORM XIX

WAGE SLIP

Name and address of contractor.	
Name and Father's/Husband's name of	
Nature and location of work	
For the Week/Fortnight/Month ending	

1	No. of days worked	
2	No. of units worked in case of piece	
3	Rate of daily wages/piece rate	
4	Amount of overtime wages	
5	Gross wages payable:	
6	Deductions, if any:	
7	Net amount of wages paid:	

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Initials of the contractor or his representative

APPENDIX-IX

Form-XIV [See rule 76]

Employment Card

Name	and	address of contractor
.....Name and address of establishment under which contract is carried on-----		
Name of work and location of work		Name and address of Principal Employer.....
.....1- Name of the workman.....		
2- Sl. No. in the register of workman employed-----		
3- Nature of employment/designation.....		
4- Wage rate (with particulars of unit in case of piecework)-----		
5- Wage period.....		

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6- Tenure of employment.....

7- Remarks.....

Signature of contractor

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APPENDIX-X **FORM XXIII** **REGISTER OF OVERTIME**

Name and address of contractor:	
Name And address of establishment in/under which	
Name of work and location of work:	
Name and address of Principal employer:	

SI No .	Name of Workmen	Father 's /Husband's name	Sex	Designation/ nature of employment	Date on which overtime worked	Total over time worked or production in case	Normal rate of wages	Overtime rate of wages	Overtime earning	Rate on which over time	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

Model Rules for the Protection of Health and Sanitary Arrangements for Workers Employed by NHIDCL or its Contractor

1. APPLICATION

These rules shall apply to all buildings and construction works in charge of NHIDCL in which twenty or more workers are ordinarily employed or are proposed to be employed in any day during the period during which the contract work is in progress.

2. DEFINITION

Work place means a place where twenty or more workers are ordinarily employed in connection with construction work on any day during the period during which the contract work is in progress.

3. FIRST-AID FACILITIES

(i) At every work place, there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.

(ii) The first-aid box shall be distinctly marked with a red cross on white back ground and shall contain the following equipment: -

(a) For work places in which the number of contract labour employed does not exceed 50- Each first-aid box shall contain the following equipment's:-

1. 6 small sterilized dressings.
2. 3 medium size sterilized dressings.
3. 3 large size sterilized dressings.
4. 3 large sterilised burn dressings.
5. 1 (30 ml.) bottle containing a two per cent alcoholic solution of iodine.
6. 1 (30 ml.) bottle containing salvolatile having the dose and mode of

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administration indicated on the label.

7. 1 snakebitelancet.
8. 1 (30 gms.) bottle of potassium permanganate crystals.
9. 1 pairsissors.
10. 1 copy of the first-aid leaflet issued by the Director General, Factory Advice Service and Labour Institutes, NHIDCL of India.
11. 1 bottle containing 100 tablets (each of 5 gms.) of aspirin.
12. Ointment forbuns.
13. A bottle of suitable surgical antisepticsolution.

(b) For work places in which the number of contract labour exceed 50. Each first-aid box shall contain the following equipment's.

1. 12 small sterilizeddressings.
2. 6 medium size sterilizeddressings.
3. 6 large size sterilizeddressings.
4. 6 large size sterilised burndressings.
5. 6 (15 gms.) packets sterilizedcotton wool.
6. 1 (60 ml.) bottle containing a two per cent alcoholic solution iodine.
7. 1 (60 ml.) bottle containing salvolatile having the dose and mode ofadministration indicated on the label.
8. 1 roll of adhesive plaster.
9. 1 snake bitelancet.
10. 1 (30 gms.) bottle of potassium permanganate crystals.
11. 1 pairsissors.
12. 1copyofthefirst-aidleafletissuedbytheDirectorGeneral FactoryAdviceServiceandLabourInstitutes/Governmentof India.
13. A bottle containing 100 tablets (each of 5 gms.) of aspirin.
14. Ointment forbuns.
15. A bottle of suitable surgical antisepticsolution.

(iii) Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.

- (iv) Nothing except the prescribed contents shall be kept in the First-aid box.
- (v) The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the workplace.
- (vi) A person in charge of the First-aid box shall be a person trained in First-aid treatment in the work places where the number of contract labour employed is 150 or more.
- (vii) In work places where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance from the works. First-aid posts shall be established and run by a trained compounder. The compounder shall be on duty and shall be available at all hours when the workers are at work.
- (viii) Where work places are situated in places which are not towns or cities, a suitable motor transport shall be kept readily available to carry injured person or person suddenly taken ill to the nearest hospital.

4. DRINKING WATER

- (i) In every work place, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking.
- (ii) Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.
- (iii) Every water supply or storage shall be at a distance of not less than 50 feet from any latrine drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and waterproof.
- (iv) A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once month.

5. WASHING FACILITIES

- (i) In every workplace adequate and suitable facilities for washing shall be provided and maintained for the use of contract labour employed therein.
- (ii) Separate and adequate cleaning facilities shall be provided for the use of male and female workers.
- (iii) Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

6. LATRINES AND URINALS

- (i) Latrines shall be provided in every work place on the following scale namely:-

- (a) Where female are employed, there shall be at least one latrine for every 25 females.
- (b) Where males are employed, there shall be at least one latrine for every 25 males.

Provided that, where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females as the case may be up to the first 100, and one for every 50 thereafter.

- (ii) Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.
- (iii) Construction of latrines: The inside walls shall be constructed of masonry or some suitable heat-resisting non-absorbent materials and shall be cement washed inside and outside at least once a year, Latrines shall not be of a standard lower than borehole system.
- (iv) (a) Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the majority of the workers “For Men only” or “For Women Only” as the case may be.
- (b) The notice shall also bear the figure of a man or of a woman, as the case may be.
- (v) There shall be at least one urinal for male workers up to 50 and one for female workers up to fifty employed at a time, provided that where the number of male or female workmen, as the case may be exceeds 500, it

shall be sufficient if there is one urinal for every 50 males or females up to the first 500 and one for every 100 or part thereafter.

(vi) (a) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.

(b) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.

(vii) Water shall be provided by means of tap or otherwise so as to be conveniently accessible in or near the latrines and urinals.

(viii) Disposal of excreta: - Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternately excreta may be disposed of by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm. layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn to manure).

(ix) The contractor shall at his own expense, carry out all instructions issued to him by the Engineer-in-Charge to effect proper disposal of night soil and other conservancy work in respect of the contractor's workmen or employees on the site. The contractor shall be responsible for payment of any charges which may be levied by Municipal or Cantonment Authority for execution of such on his behalf.

7. PROVISION OF SHELTER DURING REST

At every place there shall be provided, free of cost, four suitable sheds, two for meals and the other two for rest separately for the use of men and women labour. The height of each shelter shall not be less than 3 meters (10 ft.) from the floor level to the lowest part of the roof. These shall be kept clean and the space provided shall be on the basis of 0.6 sqm. (6 sft) per head.

Provided that the Engineer-in-Charge may permit subject to his satisfaction, a portion of the building under construction or other alternative accommodation to be used for the purpose.

8. CRECHES

(i) At every work place, at which 20 or more women worker are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under the age of six years. One room shall be used as a play room for the children and the other as their bedroom. The rooms shall be constructed with specifications as per Clause 19H (ii) a,b &c.

(ii) The rooms shall be provided with suitable and sufficient openings for light and ventilation.

There shall be adequate provision of sweepers to keep the places clean.

(iii) The contractor shall supply adequate number of toys and games in the play room and sufficient number of cots and beddings in the bed room.

(iv) The contractor shall provide one ayah to look after the children in the creche when the number of women workers does not exceed 50 and two when the number of women workers exceed 50.

(v) The use of the rooms earmarked as creches shall be restricted to children, their attendants and mothers of the children.

9. CANTEENS

1. In every work place where the work regarding the employment of contract labour is likely to continue for six months and where in contract labour numbering one hundred or more are ordinarily employed, an adequate canteen shall be provided by the contractor for the use of such contract labour.

2. The canteen shall be maintained by the contractor in an efficient manner.

3. The canteen shall consist of at least a dining hall, kitchen, storeroom, pantry and washing places separately for workers and utensils.

4. The canteen shall be sufficiently lighted at all times when any person has access to it.

5. The floor shall be made of smooth and impervious materials and inside walls shall be lime- washed or colour washed at least once in each year. Provided that the inside walls of the kitchen shall be lime-washed every four months.

6. The premises of the canteen shall be maintained in a clean and sanitary condition.

7. Waste water shall be carried away in suitable covered drains and

shall not be allowed to accumulate so as to cause an nuisance.

8. Suitable arrangements shall be made for the collection and disposal of garbage.

9. The dining hall shall accommodate at a time 30 per cent of the contract labour working at a time.

10. The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one square metre (10 sft) per diner to be accommodated as prescribed in sub-Rule 9.

11. (a) A portion of the dining hall and service counter shall be partitioned off and reserved for women workers in proportion to their number.

(b) Washing places for women shall be separate and screened to secure privacy.

12. Sufficient tables stools, chair or benches shall be available for the number of diners to be accommodated as prescribed in sub-Rule 9.

(xiv) The food stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contract labour.

(xv) The charges for food stuffs, beverages and any other items served in the canteen shall be based on 'No profit, No losses and shall be conspicuously displayed in the canteen.

(xvi) In arriving at the price of foodstuffs, and other article served in the canteen, the following items shall not be taken into consideration as expenditure namely:-

(b) The rent of land and building.

(c) The depreciation and maintenance charges for the building and equipment's provided for the canteen.

(d) The cost of purchase, repairs and replacement of equipment's including furniture, crockery, cutlery and utensils.

(e) The water charges and other charges incurred for lighting and ventilation.

(f) The interest and amounts spent on the provision and maintenance of equipment's provided for the canteen.

(g) The accounts pertaining to the canteen shall be audited once every 12

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months by registered accountants and auditors.

10. ANTI-MALARIAL PRECAUTIONS

The contractor shall at his own expense, conform to all anti-malarial instructions given to him by the Engineer-in-Charge including the filling up of any borrow pits which may have been dug by him.

The above rules shall form an integral part of the contract.

11. AMENDMENTS

NHIDCL may, from time to time, add to or amend these rules and issue directions - it may consider necessary for the purpose of removing any difficulty which may arise in the administration thereof.

Additional Conditions of Contract

1. The Contractor shall maintain a separate account with a Schedule Bank for this particular work for the purpose of receiving all the payments under the Contract (s) and for utilization of payments received from the Employer for disbursement to petty contractors, vendors, etc of the contractor. The Contractor shall maintain separate books of accounts for all payments under this contract and the Engineer-in – Charge shall have access to these at all times including access to bank statement of the account maintained separately for the work.
2. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed . It shall be deemed that the contractor has satisfied himself as to the nature and location of the work, general and local conditions and particularly those pertaining to probable location of batching plant, contractor's offices site, transport, handling and storage of materials, availability of labour, weather conditions at site and general ground/sub soil conditions and the contractor has to estimate his cost accordingly.
3. The contractor (s) shall get himself acquainted with nature and extent of the work and satisfy himself about the availability of materials from approved quarries for collection and conveyance of materials required for construction.
4. The tenderer shall see the approaches to the site . In case any approach from main road is required at site or existing approach is to be improved and maintained for cartage of materials by the contractor, the same shall be provided , improved and maintained by the contractor at his own cost. No payment shall be made on this account.
5. On account of Security consideration , there would be some restrictions on the working hours, movement of vehicles for transportation of material and location of labour camp. The contractor shall be bound to follow all such restrictions and adjust the programme for execution of work.
6. The contractor shall also be enquired to follow the rules and restrictions imposed on working/movement/stacking of materials by the local competent authority at all times. Nothing extra shall be payable on this account.
7. Rates for the items are inclusive of all labour materials, transportation, T&P, incidental charges, octroi, taxes, contractors profit and overheads, etc. unless otherwise specified. The contractor shall quote the rates accordingly.
8. The contractor shall bear all incidental charges for cartage, storage, and safe custody of materials brought to site. The contractor shall be fully responsible for the safe custody of materials brought by him issued to him even though some

materials are under double lock and key system.

9. Royalty at the prevailing rates wherever payable shall have to be paid by the contractor on the boulders, metal, shingle, sand and bajri etc or nay other material collected by him for the work direct to revenue authorities and the department shall not pay anything for the same.
10. The contractor or his authorized representative should always be available at the site of work to take instructions from departmental officers and ensure proper execution of work . No work should be done in absence of such authorized representative.
11. The contractor shall maintain in good condition, all works executed till the completion of entire work allotted to the contractor.
12. No payment shall be made to the contractor for any damage caused by rain, floods, earthquake or any other natural causes whatsoever during execution of the work. The contactor at his own cost will make the damages to the work good and no claim on this account shall be entertained.
13. Any damage done by the contractor to any existing work or work being executed by other agencies shall be made good by himself his own cost.
14. Any cement slurry added over base surface for continuation of concreting for better bond is deemed to have been included in the items and noting extra shall be payable on this account., also the cement consumed on this account shall not be considered in theoretical consumption.

15. Plants and Equipments

1. The contractor shall at his own cost and risk provide and operate all the required equipment, T&P and machinery as required at site.
2. The contractor has to arrange a minimum number of following major plants and equipments in good working condition required for execution of work at appropriate time.

Sr. No.	Equipment	Capacity (Minimum)	Numbers (Nos)(Minimum)
Equipment for concrete work			
	Fully automatic computerized concrete batching and mixing plant as per the specifications with printouts for admixtures, concrete batching and other items.	15 cum/hour	1
	Transit mixers	6 cum	As per requirement

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	Concrete pumps	15 cum/hour	1
	Tipplers and dumpers		2
	Water tanker with sprinkler	Min. capacity of 5000 litre	1
	Needle vibrator		4
	Table vibrator/Plate vibrator (electrical/petrol)		2
	Screed leveler		2
Equipment for building work			
	Block machine		1
	Bar bending machine		1
	Bar cutting machine		1
	Automatic Ring Making machine (reinforcement)		1
	Welding machine (400 Ampere)		1
	Drilling machine		2
	Cube testing machine		1
	MS pipes		As per site requirement
	Steel shuttering		As per site requirement
	Steel scaffolding		As per site requirement
	Soundless Diesel Generator (62.5 kVA)		1
Earth moving equipment			
	Excavator cum loader (JCB 3D Model or equivalent)		2
Equipment for hoisting and lifting			
	Tower		1
	Builders hoist		1
Survey instrument			

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	Total Station		1
Other			
	Centrifugal mono block water pump minimum capacity 2 HP		3
	Road roller 8 to 10 tons		1
	Floor grinding/polishing machines		3
	Desktop Computers (All in one),		2
	Laptops for maintaining records and making presentations		2
	Digital Camera with Optical Zoom of 50X & arrangement for time lapse cameras (at least at three locations) for taking photographs and video recording of major activities for record purpose and for quality assurance.		1
	Any other machinery required for completion of the work as per decision of Engineer-in-charge.		As per Actual requirement

16. Drawings to be kept at site

Two complete sets of the drawings as approved by the department shall be kept by the contractor at the site within 10 days of date of start out of which one set shall be lined with cloth and same shall at all reasonable time be available for inspection and use by the Engineer-in-charge and the representative of the

engineer-in –charge or other person authorized by the Engineer-in-Charge in writing.

17. Cost of Testing

All costs involved in carrying out the tests and other incidental expense thereto shall be borne by the contractor regardless of the result of the tests. The contractor shall take down or cut out and reconstruct the defective work or shall make the remedial measures instructed at his own cost including consultancy charges for suggestion of remedial measures. If the load testing is instructed on any ground other than mentioned above, then the cost of the same shall be borne by the department, if the result of the test is found to be satisfactory.

18. Other Tests

In addition to the above load tests, non-destructive test methods such as core test and ultrasonic pulse velocity test shall be carried out by the contractor at his own expense if so desired by the Engineer-in-Charge and shall be done using only recommended testing equipment. The acceptance criteria for these tests shall be as specified by the testing agency or good engineering practice and as approved by the Engineer.

19. Other Approved Laboratories

The tests which cannot be carried out in the field laboratory shall be conducted in the approved external laboratories as detailed below or any other lab approved by the Engineer-in-Charge.

1. IIT Guwahati
2. NIT Arunachal Pradesh
3. Tezpur University
4. Any other NABL accredited laboratory listed in IRC:SP:94:2011, as approved by the Engineer-in-Charge.

20. Drawings and Photographs of the Works

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

No photographs/Video photography shall be published or otherwise circulated without the approval of the Engineer in writing.

21. EXISTING SERVICES

The contractor shall identify all underground/overhead services and take

necessary measures to protect the services before starting any excavation/ activity. All temporary supports and other measures required to protect and maintain the services during construction period as per direction of Engineer-in-charge, shall be deemed to be included in the quoted rate / amount of the contractor and nothing extra shall be payable on this account.

22. Diversion of Services

All works pertaining to services including rerouting /diversion of services, routine testing, installation etc. embracing in one or more than one process shall be subject to examination and approval to each stage thereof by the Engineer-in-charge of concerned department as would be notified by the Engineer-in-charge or his accredited representative when such stage is ready. In default of such notices, the Engineer-in-charge shall be entitled to appraise the quantity and extent thereof and the decision of the Engineer-in-charge or his accredited representative in this regard shall be final and binding.

The contractor will not have any claim in case of any delay by the Engineer-in-charge in removal of trees or shifting , raising , removal of telephone or electric lines (over or underground) water and sewer lines and other structures etc. if any , which may come in the way of the works. However suitable extension of time will be granted to cover such delay.

23. Barricades

The contractor shall make adequate arrangement for temporary barricading and as directed by the Engineer-in-Charge to cover the entire construction site including all building materials in order to prevent the working area from the risk of accidents due to the vehicular movement. Same way barricades protect the road users from the danger of construction equipment and other temporary structures. No extra payment shall be made for providing barricading of required size/specification as the cost of barricading is deemed to be included in the quoted rates of different items by the contractor. The structural dimensions the barricade boards, material and composition, its colour scheme, NHIDCL logo details shall be in accordance with the drawing attached with the tender document or from the direction of the Engineer-in-Charge.

The requirement of providing and fixing barricading at site shall be decided on directions or approval of Engineer-in-Charge. The barricading shall be maintained during the execution period till the completion of project and shall not be removed at any stage without prior approval of Engineer-in-Charge. Red lights shall be fixed on top of barricades.

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24. Program Chart

The contractor shall prepare integrated program chart for the execution of work showing clearly all activities from start of work to completion of work, with details of equipment and machinery required for the fulfilment of program within the stipulated period and submit the same to Engineer -in -charge within two weeks of award of contract.

i) The program chart shall include the following:

- a) Descriptive note explaining the sequence of various activities.
- b) Network (PERT/CPM/Bar Chart) prepared on MS Project98/Prima VeraP3, which will indicate resources in the financial term, manpower and specialized equipments for every important stage.
- c) Program for procurement of materials by the contractor
- d) Program for procurement of plants and machinery having adequate capacity, commensurate with the quantum of work to be done within stipulated period by the contractor.
- e) The submission for approval by the Engineer– in- charge of such programme or the furnishing of such particulars shall not relive the contractor of any of his duties or responsibility under the contract.

25. LICENSES

9.1. The contractor shall pay to the municipal, police or other authorities all the fees required for execution of work, obtain requisite licenses for temporary construction enclosures, and pay all fees, taxes and charges which shall be leviable on this account observations in executions of the contract. No extra claim will be entertained on this regard. However, department shall provide necessary assistance by way of forward applications of the contractor.

9.2. All license fees, royalty charges shall be paid by the contractor directly to the concerned.

26. Method Statement:

1. The Contractor shall submit a 'Methods statement' for each important activity for the approval of the Engineer-in-charge soon after the award of work to him. The 'Methods statement' is a statement by which the construction procedures for any activity of construction is formulated and stated in chronological order. The 'Methods statement', should have a description of the item with elaborate procedures in steps to implement the same, the specifications of the materials involved, their testing and acceptance criteria, equipment to be used, Precautions to be taken, etc.
2. The work shall be carried out in accordance with the Design Basis Report, Architectural drawings and structural drawings (proof checked/vetted by the Contractor) and approved by the Engineer-in-Charge. The Technical Specifications are to be read with and in general conforming to the CPWD Specifications 2018.
3. The Contractor shall procure the required materials in advance so that there is sufficient time to testing of the materials and clearance of the same before use in the work. The Contractor shall provide at his own cost suitable weighing and measuring arrangements at site for checking the weight / dimensions as may be necessary for execution of work. No claim will be entertained on this account.
4. The Contractor shall conduct his work, so as not to interfere with or hinder the progress or completion of the work being performed by other Contractor(s) or by the Engineer-in- Charge and shall as far as possible arrange his work and shall place and dispose of the materials being used or removed, so as not to interfere with the operations of other Contractor simultaneously working or he shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of others.

31. On account of security consideration there would be some restrictions on the working hours/ movement of vehicles for transportation of material and location of labour camp. The contractor shall be bound to follow such restrictions and adjust his

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program for execution of work.

32. The contractor shall also be required to follow the rules and regulations, imposed on working /movement/stacking of material by the local competent authority at all times. Nothing extra shall be payable on this account.

33. The contractor shall take all precautionary measures to avoid any damages to the adjoining property. All necessary arrangement shall be made at his own cost. Any damages caused by the contractor to existing building/installation /roads/boundary wall shall be made good by contractor at his own cost.

34. The contractor shall make his own arrangement of water for completion of work and nothing will be paid on this account. The contractor shall get the water tested with regard to the suitability and conforming to relevant IS Codes. The contractor shall obtain written permission from the engineer- in -charge before he proceeds by using the same for execution. Water charges shall not be recovered in case arrangement of water is made at his own by the contractor.

35. For taking the permission to execute the work/NOC if any required from any government agency like traffic police, Water supply department, Municipal authority, Govtof Arunachal Pradesh etc., the contractor shall apply to the concerned agency and make efforts to get the required permissions and send a copy of application to the Engineer- in- charge. The department will recommend the case to the concerned agencies. In no case any hindrance will be given for any delay by the agencies in giving permission for execution of work nor will anything be paid extra on this account.

36. The contractor shall make his own arrangement for obtaining electric connection from the concerned department and make necessary payments directly to the department concerned. The NHIDCL will however make all reasonable recommendation to the authority concerned in this regard

37. The work shall be executed and measured as per metric dimensions given in the schedule of quantities, drawings etc. (FPS units wherever indicated are only for guidance). The work should be planned in a systematic and coordinated manner with other agencies working at site. The work shall be carried out in such a manner so as not to interfere and disturb other works being executed by other agencies if any. Nothing extra shall made on this account. If any damage done by the contractor to existing structures/services or work done by the other contractor shall be made good by him at his own cost.

38. The Contractor or his authorized representative should always be available at the site of work to take instructions from departmental officers, and ensure proper execution of work. No work should be done in the absence of such authorized representative.

39. The contractor should maintain in good condition, all works executed till the completion of entire work allotted to the contractor.

40. Any damage done by the contractor to any existing work or work being executed by other agencies shall be good by him at his own cost.
41. Any cement slurry added over base surface for continuation of concreting for better bond is deemed to have been included in the items and nothing extra shall be payable on this account, also the cement consumed on this account shall not be considered in theoretical.
42. Regarding testing of civil & electrical & other materials, the testing of materials shall be conducted in Govt. Laboratory/ Govt. Engineering Colleges/ IITs/ NITs or from the laboratory approved by Engineer-in-charge. The charges of testing of materials in approved laboratory shall be borne by the Contractor.
43. No payment shall be made for any damage caused by rain, snowfall, flood or any other natural calamity, whatsoever during the execution of the work. The Contractor shall be fully responsible for any damage to the govt. property and work for which the payment has been advanced to him under the contract and he shall make good the same at his risk and cost. The Contractor shall be fully responsible for safety and security of his material, T&P, Machinery brought to the site by him.
44. The Contractor shall comply with the safety procedures, norms and guidelines (as applicable) as outlined in the document Part 7 Constructional practices and safety-2016, National Building code of India, Bureau of Indian Standards. A copy of all pertinent regulations and notices concerning accidents, injury and first-aid shall be prominently exhibited at the work site. Depending upon the scope & nature of work, a person qualified in first-aid shall be available at work site to render and direct first-aid to casualties. A telephone may be provided to first-aid assistant with telephone numbers of the hospitals displayed. Complete reports of all accidents and action taken thereon shall be forwarded to the competent authorities.
45. Unless otherwise provided in the schedule of quantities the rates tendered by the contractor shall be inclusive and shall apply to all heights lifts, leads and depths of the building and nothing extra shall be payable on this account,
46. The contractor shall make his own arrangements for obtaining electric connection (if required) and make necessary payments directly to the department concerned.
47. Other agencies doing works related to this projects will also simultaneously execute the work and the contractor shall provide necessary facilities for the same. The contractor shall leave such necessary hole opening etc for burying in the work pipes, cables, conduits, clamps, boxes and hooks for fan clamps etc as may be required for other agencies. Conduits for electrical wiring/cables will be laid in a way that they leave

enough space for concreting and do not adversely affect the structural members. Nothing extra over the agreement rates shall be paid for the same.

48. The building work will be carried out in the manner complying in all respects with the requirements of relevant bye laws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-Charge and nothing extra will be paid on this account.

49. The work of water supply, internal sanitary installation and drainage work etc shall be carried out as per local body bye laws and the contractor shall produce necessary completion certificate from such authorities after completion of the work.

50. Water tanks, taps, sanitary, water supply and drainage pipe fittings and accessories should conform to bye laws and specification of NHIDCL. The contractor should engage licensed plumbers for the work and get the materials (fixtures/fittings) tested by the municipal body/ corporation authorities wherever required at his own cost,

51. The contractor shall give a performance test of the entire installation (s) as per standing specification before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for the test.

52. The structural and architectural drawings shall at all times be properly correlated before executing work. However, in case of any discrepancy in the items given in the schedule of quantities appended with the tender and architectural drawings related to the relevant item, the former shall prevail unless otherwise given in writing by the Engineer-in-Charge.

53. All Reinforced Cement Concrete work shall be machine batched, machine mixed and machine vibrated design mix of specified grade. The contractor shall install on site batching plant of requisite capacity for production of concrete. The department will facilitate to make available the land required for installation of plant etc, if available.

SPECIAL CONDITIONS OF CONTRACT

1. Operation and Maintenance System

Contractor shall provide required manpower and spares for the smooth operation and maintenance of parking facility during the O&M period.

Contractor shall submit daily operation log sheets generated from the system.

Contractor shall deposit the proceedings of any cash transactions with NHIDCL on account of parking fee.

Required energy for operation, fuels and lubricants for generators will be provided by Govt. of Arunachal Pradesh.

2. Condition of Steel Reinforcement Fe 500 D for RCC Works

- i. Supply of Steel Reinforcement: The contractor shall procure steel reinforcement bars conforming to relevant specifications from Primary producers listed in this document and no re-rolled steel shall be permitted. The contractor shall have to obtain and furnish test certificates to the Engineer-in-Charge in respect of all supplies of steel brought by him to the site of work.
- ii. Samples shall also be taken and got tested by the Engineer-in-Charge as per provisions contained in this regard in IS 1786-2008.

In case the test results indicate that the steel arranged by the contractor does not conform to BIS codes, the same shall stand rejected and shall be removed from the site of work by the contractor at his cost within a week's time from written orders from the Engineer-in-Charge to do so.

- iii. The steel reinforcement shall be brought in bulk supply of 20 tonnes or more or as decided by the Engineer-in-Charge alongwith manufacturer test certificate for each lot.
- iv. The steel reinforcement shall be stored by the contractor at site of work about 30 cm to 45 cm above ground. A coat of cement wash shall be given to steel bars so as to prevent corrosion. Nothing extra shall be paid on these account. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking.
- v. The contractor shall supply free of charge the steel required for testing. The cost of tests shall be borne by the contractor.

- vi. The Actual issue and consumption of steel on work shall be regulated and proper account maintained as per provision of the contract. The theoretical consumption of steel shall be worked out as per procedure prescribed in Clause 38 of the contract and shall be governed by conditions laid therein.
- vii. Steel brought to site and steel remaining unused shall not be removed from site without the written permission of the Engineer-in-Charge.
- viii. In case the contractor bring surplus quantity of steel the same after completion of the work will be removed from the site by the contractor at his own cost after approval of the Engineer-in-Charge.
- ix. Records of actual sectional weights shall also be kept dia-wise and lot-wise. The average sectional weight for each diameter shall be arrived at from samples from each lot of steel received at site. The decision of the Engineer-in-Charge shall be final for the procedure to be followed for determining the average sectional weight of each lot quantity of each diameter of steel received at site of work each day will constitute on single lot for the purpose. The weight of steel by conversion of length of various sizes of bars based on the actual weighted average sectional weight shall be termed as Derived Actual Weight.

3. Condition for Cement

- i. Contractor has to produce manufacturers test certificate for each lot of cement procured at site.
- ii. The contractor shall procure 43 grade (conforming to IS 8112) ordinary Portland cement, as required in the work, from reputed manufacturers of cement, having a production capacity of one million tones per annum or more. Supply of cement shall be taken in 50 kg bags bearing manufacturer's name and ISI marking, samples of cement arranged by contractor shall be taken by the engineer-in-Charge and got tested in accordance with provisions of relevant BIS codes.

In case test results indicate that the cement arranged by contractor does not conform to the relevant BIS codes, the same shall stand rejected and shall be removed from the site by the contractor at his own cost within a week's time of written order from the Engineer-in-Charge to do so.

- iii. The cement shall be brought at site in bulk supply of approximately 50 tonnes or as decided by the Engineer-in-Charge.
- iv. The cement godown of the capacity to store a minimum of 500 bags or as decided by the Engineer-in-Charge of cement shall be constructed by the contractor at site of work for which no extra payment shall be made. Double lock provision shall be made to the door of the cement godown. The keys of one lock shall remain with the Engineer-in-Charge or his authorized representative and the key of the other lock shall remain with the contractor. The contractor shall be responsible for the watch and ward and safety of the cement godown. The contractor shall facilitate the inspection of the godown by the Engineer-in-Charge at any time.
- v. The contractor shall supply free of charge the cement required for testing. **The cost of tests shall be borne by the contractor.**
- vi. The actual issue and consumption of cement on work shall be regulated. The theoretical consumption of cement shall be worked out as per procedure prescribed in Clause 38 of the contract and shall be governed by the conditions laid therein.
- vii. Cement brought to site and cement remaining unused after completion of work shall not be removed from site without written permission of the Engineer-in-Charge.

4. Special Conditions for Structural Steel Work

- i. No space is available for onsite fabrication.
- vii. Contractor has to fabricate all structural sections at his own workshop or get it fabricated from the approved workshop.

- viii. Inspection and approval of workshop, fabrication equipments etc to be got approved by NHIDCL prior to commencement of structural steel work.
- ix. No fabricated item shall be painted without inspection and approval of structural components by NHIDCL.
- x. After inspection one coat of zinc rich primer and two or more coats of synthetic enamel paint of approved make after properly cleaning the steel surface with wire brush and mild acid solution followed by washing with water and drying the surface completely, to be applied to individually fabricated parts of the structure prior to their erection & assembly in their final place. All complete as to entire satisfaction of the Engineer-in-Charge.
- xi. All the fasteners, structural steel and welding consumables shall be procured with test certificates and shall be submitted to NHIDCL for verification and their record.
- xii. Contractor shall employ skilled erection team and tested lifting equipments. Contractor should follow all stipulated safety requirements while working at heights.
- xiii. Contractor should deploy suitable cranes for erection work.
- xiv. Temporary supports, staging and templates shall be removed after completion of work. Nothing extra shall be paid on this account.\

5. Special Conditions for Building Work

- i. The work will be carried out as per CPWD Specifications 2019 Vol I to Vol II with upto date Correction slips issued till date of submission of tender.
- ii. There is no space for setting office, laboratory, workshop and stores etc at site. Contractor has to make his own arrangements for such facilities and transportation of materials for testing etc at his own cost.
- iii. The contractor shall take in hand joinery work immediately after the award of work. The frames and shutters shall not be painted, oiled or otherwise treated or fixed in position before these are approved by the Engineer-in-Charge or his authorized agent in writing.
- iv. The contractor shall keep himself in touch with the progress of building work to regulate the progress of sanitary work accordingly.
- v. The samples of sanitary pipes and fittings and specials accessories,

manhole covers and frames, CP fittings shall be got approved from Engineer-in – Charge before using them in work.

- vi. The cost of cutting holes and making good the same is included in the items of providing and fixing in WC, floor traps and connecting pipes between the trap or the floor and the soil or waste pipe.

6. 3rd Party Quality Assurance

The 3rd party quality assurance/audit will be carried out by the Agency engaged by NHIDCL for the purpose. The 100% of the work carried out by the contractor shall be subjected to checking by the Agency apart from NHIDCL officers. All necessary field/lab test (s) as per CPWD specifications or BIS Code shall be carried out by the Agency for which duly equipped site Lab shall be provided by the contractor at his own cost or from the approved labs mentioned at Para 19 of Additional Conditions of Contract (Pg.192)

The testing charges of the above said labs shall be borne by the contractor.

The 3rd party quality assurance agency will carry out 10% test check of the measurements of costly items and shall be jointly signed by the Agency and the Contractor or their representatives. The copy of the measurements shall be machine numbered, bound and certified by the Agency before the same are recommended for payments against the bill in token of their acceptance.

The department will be at liberty to get the work checked from IIT, NCCBM, CRRI, EIL, RITES or any other agency and the findings of the checking agency will be final and binding on the contractor. The payment to be made to the checking agency shall be borne by NHIDCL.

7. ENGAGING SPECIALIZED AGENCIES FOR WORKS

- i. The Contractor shall engage if not in houses expertise with prior approval of Engineer-in-Charge specialized agency having adequate technical capability and experience of having executed at least one work of similar items of equal or more magnitude or two works of similar items of minimum 60% magnitude work for executing the following items of the work : (a) Water Proofing Works (b) Automated Multilevel Car Parking Equipment / Car Management System (c) Gym Equipments.
- ii. The specialized agency for the work shall be got approved from the Engineer-in-Charge well before the actual commencement of the item of work. The contractor shall submit the list of specialized agencies proposed to be engaged by him alongwith necessary performance certificates within 30 days from the date of issue of acceptance letter to substantiate technical capability and experience of the agency for prior approval of the Engineer-in-Charge.
- iii. The conditions of approval of specialized agency shall be final and binding on the contractor and he shall comply such conditions of approval.
- iv. The Contractor has to provide Warranty and additional security deposit @ 2.5% of the actual cost of BoQ items of Water Proofing Works in the form of PBG having validity of 05 years plus 60 days from the date of completion of the work.
- v. The Contractor has to provide Warranty and additional security deposit @ 2.5% of the actual cost of BoQ items of Structural Glazing Works in the form of PBG having validity of 05 years plus 60 days from the date of completion of the work.
- vi. The Contractor has to provide Warranty and additional security deposit @ 2.5% of the actual cost of BoQ items of DG Set in the form of PBG having validity of 05 years plus 60 days from the date of completion of the work.
- vii. The Contractor has to provide Warranty and additional security deposit @ 2.5% of the actual cost of BoQ items of Automated Car Parking Equipments / Car management System in the form of PBG having validity of 05 years plus 60 days from the date of completion of the work.
- viii. The Contractor has to provide Warranty and additional security

Construction of Automated Multilevel Car Parking System at Central Civil Secretariat, Itanagar, Arunachal Pradesh.” (Sub head: Civil Works, Sanitary & Drainage works, Electrical Works, Lift works, Automatic Parking system and Operations & Maintenance works etc.)



deposit @ 2.5% of the actual cost of BoQ items of Gym Equipments
in the form of PBG having

8. Approved Makes:

Specification/brands names of materials to be used as per the scope of work are listed in the bid documents. The efforts should be made by the Contractor to use indigenous products. The Contractor should also consider the availability of spares parts/ components for maintenance purposes while proposing any brand/ manufacturer. The materials of any other brand/manufacturer may be proposed for use by the Contractor in case the brands specified below are not available in the market . The alternate brand can be used only after the approval of Engineer-in-Charge. The list of approved makes is appended to this document as below:

LIST OF APPROVED MAKES OF MATERIALS- CIVIL, INTERIOR, PLUMBING, ELECTRICAL AND FIRE FIGHTING FOR MULI LEVEL CAR PARKING AT CIVIL SECRETARIATE, ITANANAGAR, ARUNACHAL PRADESH-

APPROVED MAKE LIST

LIST OF APPROVED MATERIAL FOR CIVIL WORK		
S.No.	Material	Preferred Makes/ Brands/ Manufacturer
1	Portland Pozzolana Cement	ACC/ ULTRATECH /AMBUJA / JK CEMENT / BIRLA/ NUVOCO
2	White Cement	BIRLA WHITE / J. K WHITE
3	Reinforcement Steel	SAIL/ TATA STEEL LTD./ RINL/JINDAL STEEL & POWER LTD / JSW / M/s SHYAM STEEL INDUSTRIES LIMITED
4	Parallel Threaded Couplers	DEXTRA / G-TECH
5	Re-barring Chemical	HILTI / 3M INDIA
6	Structural Steel	TATA/ JSW STEEL LTD/ SAIL/ JINDAL STEEL & POWER LTD./ RINL
7	Plasticizer, Super Plasticizer, Admixtures, Other construction chemicals	M.C. BAUCHEMIE / FOSROC / SIKA / BASF/ PIDILITE/CRYSO/ECMAS
8	AAC Block	ULTRATECH / AEROCON / BILTECH / J K LAXMI / MAGICRETE/XTRALITE
9	AAC Block Adhesive	ULTRATECH / FERROUS CRETE / BAL ENDURA / AEROCON / J K LAXMI / SIKA BLOCK JOINTING MORTAR
10	Polymer modified	BAL ENDURA / WEBER / MYK

	cementitious grout	LATICRETE / FERROUS-CRETE
11	List of RMC producers	ULTRATECH / ACC / LAFARGE (NUVOCO) / NDCON
12	Curing Compound	FOSROC / SIKA / PIDILITE / STP / CICO / BASF
13	Expansion Joint- modular	HERCULES / Z-Tech / SANFIELD/KANTA FLEX (INDIA) PVT. LTD.
14	Shuttering Ply	MERINO / GREENLAM / CENTURY / ARCHIDPLY / KITLAM
WATERPOOFING		
1	Waterproofing Self Adhesive (HDPE) Membrane	GRACE / FOSROC / MYK SCHOMBURG
2	Single Component Liquid PU Elastomeric Membrane (spray applied) for Deck Waterproofing	BASF / SIKA / FOSROC/ MYK SCHOMBURG/ GRACE
3	Waterproofing Compound (Crystalline) and Swellable Bar	XYPEX / KRYTON / PENETRON / BASF / SIKA / FOSROC / MYK SCHOMBURG / GRACE/VENDEX
4	Polymeric Cementitious Coating	BASF / FOSROC/ GRACE/ STP/ PIDILITE
5	Elastomeric Acrylic UV resistant liquid applied coating	BASF/ FOSROC/ SIKA / GRACE
DOOR, WINDOWS & WOOD WORK		
1	Laminated Particle Board / Particle board / Laminates / Plywood	MERINO / GREENLAM / CENTURY / ARCHIDPLY / EUROPLY
2	Veneered Particle Board	MERINO / DURO / GREENLAM
3	SS Mesh	GKD / WMW
4	Flush door shutters	GREENPLY/ ARCHIDPLY / DURO / MERINO / KUTTY / JAYNA / CENTURY
5	Glass wool Insulation	UP TWIGA / POLY GLASS / LLOYDS/ OWENSCORNING
6	Rock Wool Insulation	LLOYDS / ROXUL ROCKWOOL
7	Polycarbonate Sheet	GE LEXAN / DANPALON/ GALLINA
8	Decking Steel sheet	TATA STEEL / LLOYDS / JSW
9	Natural wood veneer	SONEAR / GREEN PLY / TRUWOOD / ARCHID
10	Anti-static high-pressure laminate	FORMICA / BAKELITE HYLAM / DECOLAM MERINO / KITMICA
11	Fire Sealant	HILTI / 3M INDIA / FISCHER
12	Extruded Polystyrene Board	STP / SUPREME / OWENSCORNING, SHALIMAR
13	Wooden / Metal	NAVAIR / KUTTY / SHAKTIMAT / PACIFIC

	/Glazed/Acoustic - Fire Rated Door Shutters	/ / SUKRI
14	UPVC Doors & Windows	ALUPLAST / ENCRAFT / REHAU / FENESTA / LG-HAUSYS / DUROPLAST
15	Fire rated glass (2 hours fire rating)	SAINT GOBAIN / PYROGUARD / SCHOTT / ASAHI
FINISHING		
1	Melamine Polish	ASIAN PAINTS/ PIDILITE INDUSTRIES/ DULUX/ BERGER/
2	Polyester Powder Coating Shades	NEROLAC / BERGER / AKZONOBEL
3	Wall Putty	BIRLA WHITE / JK WHITE
4	Oil Bound Washable Distemper	ASIAN PAINTS / BERGER / NEROLAC / ICI / AKZONOBEL DULUX
5	Acrylic Distemper	BERGER / ASIAN / DULUX / NEROLAC
6	Cement Primer	BP WHITE (BERGER) / DECOPRIME WT (ASIAN) / NEROLAC / AKZONOBEL (DULUX)
7	Steel / Wood Primer	AKZONOBEL (DULUX) / NEROLAC / BERGER / ASIAN PAINT / JENSON & NICHOLSON
8	Adhesives	ANCHOR / DUNLOP / PIDILITE-FEVICOL
9	Premium Acrylic Emulsion paints	DULUXAKZONOBEL/ NEROLAC / ASIAN PAINTS / BERGER
10	Textured Exterior Finish	ASIAN (ULTIMA) / BERGER (WEATHER COAT ALL GUARD) / DULUX AKZONOBEL (ULTRA CLEAN) / NEROLAC (EXCEL TOTAL)
11	Synthetic Enamel Paint	ASIAN / BERGER / NEROLAC / AKZONOBEL (DULUX)
12	Epoxy Paint	AKZONOBEL (DULUX) / NEROLAC / ASIAN PAINTS / ICI/ BERGER
13	Fire Paint	ASIAN PAINT / BERGER PAINTS / SHALIMAR / JOTUN / AKZONOBEL
14	Gypsum Plaster	FERROUSCRETE / ULTRATECH / INDIA GYPSUM / ELITE (90) OF GYPROC
15	Cement based Ready Mix Plaster	FERROUSCRETE / ULTRATECH / SAINT GOBAIN
16	Pre-Cast GRC Jaali	UNISTONE / KERAKROME GRC
17	Polysulphide sealant	FOSROC / SIKA / TUFFSEAL / PIDILITE / WACKER/ DOW CORNING / GE/ STP
18	Silicone / Weather Sealant	WACKER / DOW CORNING / GE
19	Wall Paper	EGO, VESCOM, ASIAN PAINTS, MURASPEC, MARSHALLS
20	Vinly Graphic	3M, AVERY DENNISON, LUMAR

STEEL & ALUMINIUM WORKS		
1	Stainless Steel	SALEM STEEL / JINDAL ALLOYS / SAIL
2	Welding Electrodes	ADVANI-OERLIKON / MODI
3	Dash / Anchoring Fasteners	HILTI / FISHER / BOSCH / AXEL
4	Anodised Aluminium Hardware (Heavy Duty)	HARDIMA / ALUALPHA / PULSE OF LGF SYSMAC / HINDALCO / EVERITE
5	Aluminium Structural Members – Windows, Glazing and Partitions	JINDAL / HINDALCO / NALCO / INDALCO
6	Stainless Steel Railing, Accessories etc (Grade SS 316)	OZONE / GEZE / KICH / DORMA /
7	G. I Steel door frame	SYNERGY THRISLINGTON / SHAKTIMET / NAVAIR
CEILINGS		
1	False ceiling Grid system	GYPROC / GRIDLINE / RK / GRIDSYSTEM
2	False Ceiling – Gypsum Board and Sections	SAINT GOBAIN GYPROC / INDIA GYPSUM /AMF / USG BORAL
3	Metallic / Wooden Modular False Ceiling	ARMSTRONG / DURLUM / HUNTER DOUGLAS/ SAINT GOBAIN /
4	Acoustical Tile False ceiling	ARMSTRONG / SAINT GOBAIN / ECOPHON/ DEXUNE / ANUTONE / AMF
5	Calcium silicate ceiling tiles/ Board	AEROLITE / HILUX / ARMSTRONG (MYLAR) / EVEREST / NCL
6	Aluminium Composite Panel	ALUCOBOND / ALPOLIC / ALUDECOR / REYNOBOND
7	Acrylic Solid Surfaces	HANEX / L.G-HIMAC / DUPONT
FLOORING/ WALL TILES		
1	Glass Mosaic Tiles	BISAZZA, MRIDUL, OPIO, PALLADIO, ITALIA GLASS
2	Floor & Wall Tiles : Ceramic tiles	KAJARIA / H&R JOHNSON / SOMANY/ / RAK / ASIAN (AGL)

3	Floor & Wall Tiles : Vitrified tiles	KAJARIA / H&R JOHNSON / SOMANY/ / RAK / ASIAN (AGL)
4	PVC Flooring	ARMSTRONG / TARKETT / LG HAUSYS
5	Laminated flooring	ACTION / TESA / PERGO
6	Engineered stone - Marble / Quartz	ASIAN / JOHNSON / KALINGA / QUTONE
7	Chequered Tiles, Paver Block & Kerb Stone (of Non-Recycled C&D Waste)	OVILITE / UNISTONE / HINDUSTAN / KK / ULTRA / DALAL TILES/ NITCO
8	Tile / Stone Adhesive / Tile Grout	PIDILITE/ FERROUSCRETE / BALLENDURA / MYK LATICRETE

9	Floor hardener	PIDITOP 333 BY PIDILITE / FOSROC / SIKA / IRONITE / FERROK / HARDONITE
10	Epoxy Flooring	FOSROC / SIKA / CICO / LATICRETE / BASF
11	Heat Resistant Tiles	THERMATEK/ NATIONAL/ THERMAX
12	Floor Trap	JAYNA / CHILLI / NIRALI
GLAZINGS		
1	Glazing Structural / Suspended / Skylight/ clear/ float/ frosted/	SAINT GOBAIN / PYROGUARD / ASAHI
2	Clear / Float / Frosted Glass / Mirror	ASAHI / MODIGUARD / SAINT GOBAIN
3	Glass Spider Fittings	DORMA / HAFELE / OZONE
4	Toughened Glass / Hermetically sealed performance glass	SAINT GOBAIN / MODIGUARD/ ASAHI / SCHOTT
HARDWARE		
1	Nuts / Bolts & Screws	GKW / HILTI / ATUL
2	Clamp system for dry stone cladding	HILTI / FISCHER / BOSCH / AXEL
3	Hinges & Brassware	EARL BIHARI / KICH / INDO-BRASS / ASSA-ABLOY/ HAFELE/ GEZE/DORMA
4	MDF Board	NUWOOD/ DURATUFF
5	Vitreous Chinaware	HINDWARE/ JOHNSON/ CERA/ PARRYWARE
6	All type of hardware and fitting for all type of glazing / doors/ windows etc. including mortise latch & lock, tower bolt, ball bearing butt hinges, friction stay hinges, sliding door bolts, lever handle, magic eye door closer etc.	DORMA / HAFELE / GEZE / GODREJ / BACKEN/HETTICH
7	Toilet Cubicles	MERINO / GREENLAM / DORMA
8	Hardware for Fire Check Door/ panic bar/ panic trim/ door closer/ hinges/ mortise lock/dead lock etc	DORMA / GEZE / HAFELE / BACKEN
9	EPDM Gasket	HANU / ANAND / OSAKA
PLUMBING & SANITARY		
1	Stainless Steel Pipes	JINDAL/RAMPART/G-PRESS/REMI
2	HDPE/HDPE DWC pipes	JAIN/KAISTA/RELIANCE
3	Polypropylene pipes	REHAU / POLOPLAST / HULIOT /

		ASTRAL
4	GI Pipes	JINDAL (HISAR) / TATA/ SURYA PRAKASH
5	GI Fittings	UNIK / ZOLOTO / SURYA
6	DI Pipes	ELECTROSTEEL (VEDANTA) / JINDAL / TATA DUCTURA
7	DI Fittings	ELECTROSTEEL (VEDANTA) / KALINGA / TATA DUCTURA
8	CI Double flanged sluice valve	KIRLOSKAR / SONDHI / KEJRIWAL
9	Float Valve	LEADER / ZOLOTO / KSB
10	Centrifugally Cast (Spun) Iron Pipes & Fittings	JAYSWAL NECO / RIF / SKF /RPMF
11	Centrifugally Cast (Spun) Iron (Class LA) Pipes	JAYSWAL NECO / ELECTRO STEEL / TATA
12	CI Manhole covers, Frames & GI Gratings	JAYASAWAL NECO / RIF / SKF
13	SFRC Manhole Covers & Gratings	KK / OCR / PARGATI / T-CON
14	Stoneware Pipes and Gully Traps	PERFECT / PARRY / BURN / ANAND / RK / HIND
15	RCC Manhole covers & Frames	KK MANHOLE / GRATING CO. (P) LTD
16	Gun Metal Valves, Globes	ZOLOTO / CASTLE / KARTAR
17	Sanitary CP Fittings & Accessories	JAQUAR / ROCA / KEROVIT/ KOHLER
18	Vitreous Chinaware	HINDWARE/ JAQUAR / ROCA / KOHLER / KEROVIT
19	Water Meter	PRIMA / ZOLOTO / LEADER / CAPSTAN
20	Brass Stop & Bib Cock	ZOLOTO / SANT / L&K / LEADER / ASTRAL
21	UPVC/ CPVC Pipe& Fittings	AKG / ASTRAL/ SUPREME / FINOLEX / SPMC
22	Non-Return Valve (Check valve) and other kind of Valves	ZOLOTO / SANT / LEADER
23	Brass Ferrules	DHAWAN SANITARY UDYOG / KALSI / ANNAPURNA
24	Insulation for hot water pipes	KAIFLEX / ARMAFLEX / CAREFLEX / LLOYD
25	Insulation for external / exposed hot water pipes	KAIFLEX / ARMAFLEX / CAREFLEX
26	Pipe protection for external water supply pipes	PYPKOTE / ARMAFLEX / MAKPOLYKOTE
27	Stainless Steel Sink	NEELKANTH / NIRALI / CERA / JAYNA/KINGSTON

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28	RCC Pipes	LAKSHMI / SOOD & SOOD / JAIN & CO. / PRAGATI CONCRETE
29	Facade cleaning system	CRADLE RUNWAYS (INDIA) PVT. LTD.

ELECTRICAL WORK		
1	HT Panel with Vacuum Circuit Breaker (VCB)	L&T/ ABB / Schneider/ Siemens or their authorized Channel Partner
2	Batteries	Hitachi/Panasonic/ Yuasa/ SF/ Exide/Amco/ Amaraja
3	Battery Charger	Amaraja/ Sabnife/ Statcon/ Voltstat/ HBL
4	Bus bar	Jindal/ Hindalco/ Indal
5	Bus trunking , rising mains, end feed unit, top-off box (plug-in type)	L&T/ Schneider/ C&S/ Godrej /Legrand/ EAE
6	Ceiling /Exhaust/Wall fans	Crompton/Usha/ Orient/ Bajaj/ Havells
7	Control fuse base with HRC fuse / HRC Fuse	L&T/ Siemens/ ABB/ Alstom/ Schnieder
8	Data/Telephone/TV Outlets	Systemax/ Belden/ Simone/ Legrand/ Havells/ Anchor
9	DG Set - Assembler	Jakson& Company / Jakson Ltd/ Sterling Generators / SudhirGensets/ C&S Himoina/ Powerica/ Kirloskar (KOEL authorized OEM) / TIPL
10	DG Set - Alternator	Stamford/ Leroy Somer/ Toyo Denki/AVK-SEG/ Kirloskar (KOEL Green)
11	DG Set - Engine	Cummins/ Mitsubishi/ Perkins/ Volvo/ Caterpillar/ Kirloskar (KOEL Green)
12	Fire Extinguisher	Ceasefire/ Exflame/ Minimax/Guard/ Safex
13	HT & LT Cables (Power & Control Cables, Solar Cables)	Havells/ Nicco/ Finolex/ KEI/Polycab
14	Insulators	Jaya Shree/ Modern/ IEC/ WSI
15	LED Lamps	Crompton Greaves / Havells/ Panasonic / Surya / Wipro
16	Lighting for Facade	Crompton Greaves / HAVells / Wipro / Allurays / RZB / BEGA

17	Lightening Arrestors	L&P ELECTRO/ LPI/ Indelec
18	LT Panels / Synchronizing Panels/ Capacitor Panels	L&T/ ABB / Schneider/ Siemens or their authorized Channel Partner
19	MCBs / RCCB/Isolaters / RCBO / Change over switch	Hager/ Havells/ Legrand/ L&T/ Schneider/ ABB/ Siemens
20	Modular Switches/ Socket outlets and wiring accessories with moulded cover plate	MK (wraparound plus) / Siemens (Delta)/ Legrand (mylinc)/ L&T (Entice)/ Havells (Crab tree-Athena)/ Anchor (Roma)/ Schnieder (Opale)/ Wipro (North-West)
21	MS Conduit	BEC/ AKG/ Steel Kraft
22	Street Light Poles & Light Fixtures – Solar & Conventional	Philips/ Wipro/ Havells/ Bajaj/ KeselacSchreder
23	Transformer (Oil Type / Dry Type)	ABB/ Siemens/ Kirloskar/ Voltamp/ Areva/ Schneider
24	UPS	Socomec / Emerson (Vertiv)/ Schnieder (APC)/ Eaton

D. FIRE FIGHTING WORK

1	Air Release Valve	CIM/LEADER /SANT/ ZOLOTO/ SKS
2	Alarm valve & Hydraulic (Alarm motor with coupling)	HD fire /TYCO/VIKING/Newage
3	Anchor Fastener	Fischer / Hilti or equivalent
4	Ball Valves	Zoloto/ TIEMME /CIM /Sant
5	Butterfly valves	Advance/ Audco /Sant/ KSB/SKS
6	NON RETURN VALVES	Sant/Zoloto /Kirloskar/ IVC/Audco/SKS
7	PRESSURE GAUGE	EMERALD / FIEBIG / H GURU /ANERGY / PIONEER / PARTH INSTRUMENTS
8	FORGED STEEL FITTINGS	ZOLOTO-M / NEW/DRP-M/ UNIK
9	ANTI-CORROSIVE PIPE TREATMENT (AS PER IS: 10221)	PYPKOTE (IWL) / COATEK/ POLYCHEM / TYCO ADHESIVES
10	Cables	As per electrical make list
11	Check Valve/Foot Valve/Sluice Valve/	L&T/Audco / Zoloto Advance/KSB
12	Y-STRAINER	EMERALD/SANT/ ADVANCE/ KIRLOSKER/ ZOLOTO
13	Control / Potential / Current Transformer	As per respective electrical make list
14	VIBRATION ISOLATOR/ FLEXIBLE COUPLING	KPC/RESISTOFLEX/KANWAL INDUSTRIES/ DONLOP

15	Fire Extinguisher	Minimax / Newage/ Superex
16	Fire Hydrant Valves/ Fire RRL Hose Pipes / Fire Hose Reels/ Fire Man's Axe/ Gun metal short branch pipe/ 2/ 3/4 FB inlet/ draw Out connection/Hose Box/ Hose reel drum /Nozzle/ blank Caps & Chains / Coupling	Minimax / Newage/ Superex
17	Fire Pumps	Mather&Platt(WILO)/ Kirloskar/Xylem –ITT
18	Electrical Motors	ABB/ Siemens/Kirloskar/C&G
19	Flow Meter	System Sensor or equivalent
20	GI clamps	Chilly/Hilti or equivalent
21	GI / MS Pipes	Tata / Jindal- Hissar/ SAIL
22	Sprinkler Heads (Sidewall/ Upright/ Pendant)	Grinnel- Tyco / Viking / HD
23	Fire Suppression System/Gas Flooding Sytem	Tyco/Newage/Minimax/Viking
24	Clean Agent Fire Extinguisher	Tyco/Newage/SVS Buildwell/ Minimax
25	FIRE HOSE CABINET	NEWAGE / SUPEREX/ PADMINI/ SAFE GUARD/ SWASTIK/ EXFLAME
26	WELDING ROD	ADVANI/ VICTOR/ ESAB INDIA/ ADOR
27	PRESSURE SWITCH	INDFOS/ DANFOS/ WAAREE
28	IntelligentAddressableFire Alarm Panel/Detectors/Hooters/ Manual Call Point UL Listed/ Talkback/ Control Module/ Monitor Module/ Control relay Module/ Short Ckt.Isolator/Panic Button	Honeywell-Notifier/ Siemens/ Schneider/Bosch/ GE Edwards/Tyco
29	Termination Control Cable	Dowell's/ Elemex/ Wago/ Phoenix
30	Door Controller, Card Reader, Biometric Reader, Access Control server Software, Smart card	
31	CCTV Camera/ NVR/ Central Monitoring Software/ Other Items	Honeywell / Pelco /Cisco /Bosch/ GE/ Axis/ Sony
32	PA Speaker, Voice controller, paging station, Microphone	Bosch/ Honeywell/Bose
E. LIFT WORK		

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1	Lifts	OTIS/ Kone / Mitsubishi/ Schindler/ Johnson Lifts Pvt. Ltd.
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OTHER ANNEXURES

Annexure-A

(FORM 31)

INDENTURE FOR SECURED ADVANCES

(Referred to in paragraphs 10.2.20 and 10.2.22 of CPW A Code)

(For use in cases in which the contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time)

THIS INDENTURE made the..... day of20..... BETWEEN
..... (hereinafter called the Contractor which expression shall where the

contextsoadmitsorimpliesbedeemedtoincludehisexecutorsadministratorsandassigns)of the one part and the PRESIDENT OF INDIA (hereinafter called the President which expressionshallwherethecontextsoadmitsorimpliesbedeemedtoincludehissuccessorsin office and assigns) of the otherpart.

WHEREAS by an agreement dated.....(hereinaftercalledthesaidagreement) the Contractor has agreed

AND WHEREAS the Contractor has applied to the President that he may be allowed advances on the securityof materials absolutelybelonging to him and brought by him to the site of the works the subject of the said agreement for use in the construction of such of the works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charges) AND WHEREASThePresidenthasagreedtoadvancetotheContractorthesumofRupees

..... on the security of materials the quantities and other particulars of which are detailed in Accounts of Secured Advances attached to the Running AccountBillforthesaidworkssignedbytheContractoron

.....andthePresidenthasreservedtohimselftheoptionofmaking any further advance or advances on the security of other materials brought by the Contractor to the site of the said works. Now THIS INDENTURE WITNESSETH that in pursuanceofthesaidagreementandinconsiderationofthesumofRupees

.....on or before theexecutionofthesepresentspaidtotheContractor by the President (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid the Contractor doth hereby

covenant and agree with the President and declare as follows:-

- (1) That the said sum of Rupees.....so advanced by the President to the Contractor as aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the Contractor in or towards expediting the execution of the said works and for no other purpose whatsoever.
- (2) That the materials detailed in the said Account of Secured Advances which have been offered to and accepted by the President as security are absolutely the Contractor's own property and free from encumbrances of any kind and the contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor indemnifies the President against all claims to any materials in respect of which an advance has been made to him as aforesaid.
- (3) That the materials detailed in the said Account of Secured Advances and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Divisional Officer Division (hereinafter called the Divisional Officer) and in the term of the said agreement.
- (4) That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the Divisional Officer or any officer authorised by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Divisional Officer.
- (5) That the said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorised by him on that behalf.
- (6) That the advances shall be repayable in full when or before the Contractor receives payment from the President of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done than on the occasion of each such payment the President will be at liberty to make a recovery from the Contractor's bill for such payment by deducting there from the value of the said materials then actually used in the construction

and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.

7) That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the President shall immediately on the happening of such default be repayable by the Contractor to the President together with interest thereon at twelve per cent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs charges, damages and expenses incurred by the President in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the President to repay and pay the same respectively to him accordingly.

(8) That the Contractor hereby charges all the said materials with the repayment to the President of the said sum of Rupees..... and any further sum

or sums advanced as aforesaid and all costs charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whenever the covenant for payment and repayment herein before contained shall become enforceable and the money owing shall not be paid in accordance therewith the President may at any time thereafter adopt all or any of the following courses as he may deem best:-

a) Size and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion and the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay same to the President on demand.

b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the President under these presents and pay over the surplus (if any) to the Contractor.

c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.

(9) That except in the event of such default on the part of the Contractor as aforesaid interest on the said advance shall not be payable.

(10) That in the event of any conflict between the provisions of these presents and the said

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agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been herein before expressly provided for the same shall be finally resolved as per provisions of clause 25 of the contract.

In witness whereof the said.....and..... by the order and under the direction of the President have hereunto set their respective hands the day and year first above written.

Signed, sealed and delivered by the said contractor in the presence of

Signature

Witness Name

Address

Signed by.....

By the order and direction of the President in the presence of

Signature.....

Witness Name

.....address

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Annexure-B
(Refer Clause 5)

**FORM OF APPLICATION BY THE CONTRACTOR FOR SEEKING
EXTENSION OF TIME**

1. Name of contractor
2. Name of work as given in the agreement
3. Agreement no
4. Estimated amount put tender CON 297 Page 27
5. Date of commencement of work as per agreement
6. Period allowed for completion of work as per agreement
7. Date of completion stipulated in agreement
8. Period for which extension of time if has been given by authority in Schedule 'F' previously

	letter no. and date	Extension granted	
		Months	Days
	a) 1st extension.....		
	(b) 2nd extension		
	(c) 3rd extension		
	(d) 4th extension		
	(e) Total extension previously given		

9. Reasons for which extension have been previously given [copies of the previous applications should be attached]

10. Period for which extension if applied for

11. Hindrances on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely to last (for causes under clause 5.2/ and 5.3).

12. Submitted to the Authority indicated in Schedule F with copy to the Engineer-in-charge and Sub Divisional Officer

Signature of Contractor

Annexure-C

[Refer Clause 25]

Notice for appointment of Arbitrator

To

The

Dear Sir,

In terms of clause 25 of the agreement, particulars of which are given below, I/we hereby give notice to you to appoint an arbitrator for settlement of disputes mentioned below:

1. Name of applicant
2. Whether applicant is Individual/Prop. Firm/Partnership Firm/Ltd.Co.
3. Full address of the applicant
4. Name of the work and contract number in which arbitration sought
5. Name of the Division which entered into contract
6. Contract amount in the work
7. Date of contract
8. Date of initiation of work
9. Stipulated date of completion of work
10. Actual date of completion of work (if completed)
11. Total number of claims made
12. Total amount claimed
13. Date of intimation of final bill (if work is completed)
14. Date of payment of final bill (if work is completed)
15. Amount of final bill (if work is completed)
16. Date of request made to SE for decision
17. Date of receipt of SE's decision
18. Date of appeal to you
19. Date of receipt of your decision.

Specimen signatures of the applicant (only the person/authority who signed the contract should sign)

I/We certify that the information given above is true to the best of my/our

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knowledge. I/We enclose following documents.

1. Statement of claims with amount of claims. 2.
- 3.
- 4.

Copy in duplicate to: Yours faithfully, (Signatures)

ANNEXURE D

List of testing equipments to be provided at site lab

Sl. No.	Equipment	Numbers
1.	100MT compression testing machine, electrical-cum-manually operated)	1
2.	Slump cone, steel plate, tamping rod, steel scale, scoop	10
3.	Vicat Apparatus with Desk pot	3
4.	Megger & earth resistance tester	3
5.	Pumps and pressure gauges for hydraulic testing of pressure	2
6.	Weighing scale platform type 100 Kg	2
7.	Graduated glass measuring cylinder	As per requirement
8.	Sets of sieves of 450mm internal dia for coarse aggregate [100mm, 80mm, 40mm; 2mm; 12.5mm,	3
9.	Sets of sieves of 20mm internal dia for fine aggregate [4.75mm; 2.36mm; 1.18mm; 600 microns; 300 microns & 150 microns, with lid and pan]	3
10.	Sieve Brushes and sieve shaker capable of 20mm and 300mm dia sieves, manually operated with timing switch assembly	5
11.	Cube moulds size 70mmx70mmx70mm	30
12.	Cube moulds size 150 mm x 150 mm x 150mm	12
13.	Ultrasonic Test Equipment (For concrete)	3
14.	Hot air oven temp. Range 50°C to 300°C- sensitivity 1 degree	3
15.	Electronic balance 600gx0.1g., 10kg and 50 kg	4

16.	Physical balance weight up to 5 kg	4
17.	Digital thermometer up to 150oc	4
18.	Air Content of concrete testing machine	3
19.	Measuring jars 100ml, 20ml, 500ml	5 Nos each size
20.	Gauging trowels 100mm & 20mm with wooden	12
21.	Spatula 100mm & 20mm with long blade wooden handle	12
22.	Vernier calipers 12” & 6” size	6 each
23.	Digital PH meter least count 0.01mm	6 each
24.	Digital Micrometer least count. 0.01mm	6 each
25.	Digital paint thickness meter for steel 500 microns	3
26.	GI tray 600x450x50mm, 450x300x40mm,300x250x40mm	3 Nos each
27.	Electric Motor mixer 0.25 cum capacity	4
28.	Rebound hammer test digital rebound hammer	4
29.	Screw gauge 0.1mm-10mm, least count 0.05	6
30.	Water testing kit	3
31.	Motorized sieve shaker	3
32.	Pruning Rods 2 Kg weight length 40 cm and ramming face 25 mm2	4
33.	Extra Bottom plates for 15 cm cube mould	30
34.	Standard Vibration Table for gauging the cubes	2
35.	Pocket concrete penetrometer 0 to 50kg/ sq.cm	2
36.	Concrete temperature measuring thermometer with Brass protection sheath 0- 100 degree centigrade	4

37.	Mortar Cube Vibrator	2
38.	Dial type spring balance preferable with zero correction knob capacity 100 kgs. reading to 1/2 kg.	2
39.	Counter scale capacity 1 kg and 10 kg	2
40.	Iron Weight of 5 kg, 2 kg, 1 kg, 500 gm, 20 gm, 100 gm	2 each
41.	Brass Weight of 50 gm, 2 gm, 10 gm, 5 gm, 2 gm, 1 gm	2 each
42.	Measuring cylinder TPX or Poly propylene capacity 100 ml, 500 ml, 250 ml, 100 ml	2 each
43.	Pyrex, corning or Borosil beakers with cover capacity 500 ml, 20 ml, 50 ml	3 each
44.	Wash Bottles capacity 500 ml	12
45.	Thermometers 1-100 degree centigrade / max. and Min/ Dry and wet with table	6
46.	Set of box spanner ratchet	3
47.	Hammer 1lb& 2lb	3 each
48.	Distance metre (of 100 metre)	2
49.	Hacksaw with 6 blades	3
50.	Measuring tape (5 metre)	4
51.	Depth gauge 2 cm	6
52.	Shovels & Spade	6
53.	Steel plates 5 mm thick 75x75 cm	6

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54.	Plastic or G.I. Buckets 15 liter, 10 liters, 5 liter	3 each
55.	Wheel Barrow	12
56.	Floor Brushes, hair dusters, scrappers, wire brush, paint brushes, shutter steel plat oil, kerosene with stove etc.	12 each
57.	Any other equipment for site tests as outlined in BIS codes and as directed by the Engineer-in-charge.	As per Site requirement

Section V

TECHNICAL SPECIFICATIONS ENVIRONMENT HEALTH AND SAFETY POLICY

SCOPE

This specification established the Environment, Health and Safety (EHS) management requirement to be complied with by the Contractors during construction.

Requirements stipulated in this specification shall supplement the requirements of EHS Management given in relevant Act (s) / legislations General Terms and Conditions of Contract (GTC), Special terms and Conditions of Contract (STC) and Job Specifications. Where different documents stipulate different requirements, the most stringent shall be adopted.

REFERENCES

This document should be read in conjunction with following:

- ❖ General Terms and Conditions of Contract(GTC)
- ❖ Special Terms and Conditions of Contract(STC)
- ❖ Job Specifications

REQUIREMENTS OF ENVIRONMENT, HEALTH & SAFETY (EHS) MANAGEMENT SYSTEM TO BE COMPLIED BY BIDDERS

MANAGEMENT RESPONSIBILITY

The Contractor **should have a documented EHS policy to cover commitment of their organization to ensure health, safety and environment aspects in their line of operations.**

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The **EHS** management system **of** the Contractor shall cover the EHS requirements including but **not** limited to what is specified **under** Para 1.0**and** para 2.0**above**.

Contractor shall be fully responsible for planning and implementing EHS requirements. Contractor as a minimum requirement shall designate / deploy the following to co-ordinate the above:

No. of workers deployed:	
0-250	Deploy one qualified and experienced Safety Engineer / officer
250&Above	One additional safety engineer/officer as above.

The Contractor shall indemnify & hold harmless Project Architect/EIC & either representative free from any and all liabilities arising out of non-fulfillments of EHS requirements.

The Contractor shall ensure that the Environment, Health & Safety (EHS) requirements are clearly understood & faithfully implemented at all levels at site.

The Contractor shall promote and develop consciousness for Safety, Health and Environment among all personnel working for the Contractor. Regular awareness, program, site meetings shall be arranged on EHS activities to cover hazards involved in various operations during construction.

Arrange suitable first aid measures such as First Aid Box, trained personnel to give First Aid, Stand by Ambulance or Vehicle and install fire protection measures such as: adequate number of steel buckets with sand and adequate fire extinguishers to the satisfaction of Project Architect/EIC.

The Contractor shall evolve a comprehensive planned and documented system for implementation and monitoring of the EHS requirements. This shall be submitted to CMPDIL/ Owner for approval. The monitoring for implementation shall be done by regular inspections and compliance to the observations thereof. The Contractor shall get similar EHS requirements implemented at his sub- contractor(s) work site/office. However, compliance of EHS requirements shall be the sole responsibility of the Contractor. Any review / approval by Project Architect/EIC shall not absolve contractor of his responsibility / liability in relation to all EHS requirements.

Non-Conformance on EHS by Contractor (including his Sub-contractors) as

brought out during review/audit by Project Architect/EIC representatives shall be resolved forthwith by Contractor. Compliance report shall be provided to Project Architect/EIC.

The Contractor shall ensure participation of his Resident Engineer / Site-in-Charge in the Safety Committee / EHS Committees meetings arranged by Project Architect/EIC. The compliance of any observations shall be arranged urgently. He shall assist Project Architect/EIC to achieve the targets set by them on EHS during the project implementation.

The Contractor shall adhere consistently to all provisions of EHS requirements. In case of non-compliance or continuous failure in implementation of any of EHS provisions, Project Architect/EIC may impose stoppage of work without any Cost & Time implication to Owner and/or impose a suitable penalty for non-compliance with a notice of suitable period, up to accumulative limit of 1.0% (one percent) of Contract Value with a maximum limit of Rs. 10 lakhs. This penalty shall be in addition to all other penalties specified elsewhere in the contract. The decision of imposing stoppage work, its extent & monetary penalty shall rest with Project Architect/EIC & binding on the Contractor.

All fatal accidents and other personnel accidents shall be investigated by a team of Contractor's senior personnel for root cause & recommend corrective and preventive actions. Findings shall be documented and suitable actions taken to avoid recurrences shall be communicated to Project Architect/EIC. Project Architect/EIC shall have the liberty to independently investigate such occurrences and Contractor shall extend all necessary help and co-operation in this regard.

HOUSE KEEPING

Contractor shall ensure that a high degree of housekeeping is maintained and shall ensure inter alia the followings wherever applicable:

- a. All surplus earth and debris are removed/disposed off from the working areas to identified location(s).
- b. Unused/Surplus Cables, Steel items and steel scrap lying scattered at different places within the working areas are removed to identify location(s).
- c. All wooden scrap, empty wooden cable drums and other combustible packing materials, shall be removed from work place to identified location(s).

- d. Roads shall be kept clear and materials like: pipes, steel, sand boulders, concrete, chips and bricks etc. shall not be allowed on the roads to obstruct free movement of men & machineries.
- e. Fabricated steel structural, pipes & piping materials shall be stacked properly for erection.
- f. Water logging on roads shall not be allowed.
- g. No parking of trucks / trolleys cranes and trailers etc. Shall be allowed on roads which may obstruct the traffic movement.
- h. Utmost care shall be taken to ensure over all cleanliness and proper upkeep of the working areas.
- i. Trucks carrying sand, earth and pulverized materials etc. shall be covered while moving within the premises.
- j. Only properly designed steel scaffolding materials to be used for working at heights more than 3.0M. Double scaffolding using wooden ballies maybe allowed for working at height less than 3.0M.

ENVIRONMENT, HEALTH AND SAFETY

The Contractor shall provide safe means of access to any working place including provisions of suitable and sufficient scaffolding at various stages during all operations of the work for the safety of his workmen, and, Project Architect/EIC. Contractor shall ensure deployment of appropriate equipment and appliances for adequate safety and health of the workmen and protection of surrounding areas.

The Contractor shall ensure that all their staff and workers including their sub- contractor(s) shall wear Safety Helmet and Safety shoes. Contractor shall also ensure use of safety belt, protective goggles, gloves etc. by the personnel as per job requirements. All these gadgets shall conform to relevant IS specifications or equivalent.

Contractor shall ensure that a proper Safety Net System shall be used at appropriate locations. The safety net shall be located not more than 30 feet (9.0 meters) below the working surface at site to arrest or to reduce the consequences of a possible fall of persons working at different heights.

Contractor shall ensure that flash back arrester shall be used while using Gas Cylinders at site. Cylinders shall be mounted on trolleys.

The Contractor shall assign to his workmen, tasks commensurate with their qualification, experience and state of health for driving of vehicles, handling and erection of materials and equipment's. All lifting equipment's shall be tested certified for its capacity before use. Adequate and suitable lighting at every work place and approach there to, shall be provided by the Contractor before starting the actual operations at night.

Hazardous and/or toxic materials such as solvent coating or thinners shall be stored in appropriate containers.

All hazardous materials shall be labeled with the name of the materials, the hazards associated with its use and necessary precautions to be taken.

Contractor shall ensure that during the performance of the work, all hazards to be health of personnel have been identified, assessed and eliminated.

Chemical spills shall be contained & cleaned up immediately to prevent further contamination.

All personnel exposed to physical agents such as ionizing radiation, ultraviolet rays or similar other physical agents shall be provided with adequate shielding or protection commensurate with the type of exposure involved.

Where contact or exposure of hazardous materials could exceed limits or could otherwise have harmful effects, appropriate personal protective equipment's such as gloves, goggles, aprons, chemical resistant clothing and respirator shall be used.

A Crèche where 10 or more female workers are having children below the age of 6years.

Reasonable Canteen facilities are made available at appropriate location depending upon site conditions.

Suitable facilities for toilet, drinking water, proper lighting shall be provided at site and labourcamps, commensurate with applicable Laws / Legislation. Contractor shall ensure storage and utilization methodology of materials that are not detrimental to the environment. Where required Contractor shall ensure that only the environment friendly materials are selected.

All persons deployed at site shall be knowledgeable of and comply with the environmental laws, rules & regulations relating to the hazardous materials substances and wastes. Contractor shall not dump, release or otherwise discharge or disposes off any such materials without the express authorization of Project Architect/EIC.

DETAILS OF EHS MANAGEMENT SYSTEM BY CONTRACTOR

On Award of Contract

The Contractor shall prior to start of work submit his Safety Health and Environment Manual or procedure and EHS Plans for approval by Project Architect/EIC. The Contractor shall participate in the pre-start meeting with Project Architect/EIC to finalize EHS Plans including the following:

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- ❖ Job procedure to be followed by Contractor for activities covering. Handling of equipment, Scaffolding, Electric Installation, describing the risks involved actions to be taken and methodology for monitoring each activity.
- ❖ Project Architect/EIC review / audit requirement.
- ❖ Organization structure along with responsibility and authority records / reports etc. on EHS activities.

During job execution

Implement approved Environment, Health & Safety management procedure including but not limited to as brought out under para 3.0. Contractor shall also ensure to:

- ❖ Arrange workmen compensation insurance, registration under ESI Act, third party liability insurance etc., as applicable.
- ❖ arrange all HSE permits before start of activities (as applicable) like hot work, confined space, work at heights, storage of chemical / explosive materials and its use and implement all precautions mentioned therein.
- ❖ Submit timely the completed checklist on EHS activities, Monthly EHS report, accident reports, investigation reports etc. as per Project Architect/EIC requirements. Compliance of instructions on EHS shall be done by Contractor and informed urgently to Project Architect/EIC.
- ❖ ensure that Resident Engineer / Site-in-Charge of the Contractor shall attend all the Safety Committee / EHS meetings arranged by Project Architect/EIC. Only in case of his absence from site that a second senior most person shall be nominated by him in advance and communicated to Project Architect/EIC.
- ❖ Display at site office and work locations caution boards, list of hospitals, emergency services available.
- ❖ Provide posters, banners for safe working to promote safety consciousness.
- ❖ Carry out audits/inspection at subcontractor works as per approved EHS document and submit the reports for Project Architect/EIC review.
- ❖ Assist in EHS audits by Project Architect/EIC, and submit compliance report.
- ❖ Generate & submit HSE records/report as per EHS Plan.
- ❖ Appraise Project Architect/EIC on EHS activity.

SECTION VI

PARTICULAR SPECIFICATIONS

A. PARTICULAR SPECIFICATION OF CIVIL WORKS:

GENERAL

The work shall in general conform to CPWD Specifications 2019 Volume 1 & 2 (corrected up to the last date of submission/uploading of bid) as mentioned in General Conditions of Contract. Work under this Contract shall consist of furnishing all labour, materials, equipment, tools & plants and appliances necessary and required.

Contractor should spray curing water on concrete structure and shall not allow free flow of water. Concrete structures should be kept covered with thick cloth/gunny bags and water should be sprayed on them. Contractor shall do water ponding on all sunken slabs using cement and sandmortar.

GLASS DOOR

GENERAL:

Glass Door (Single Leaf) size of 2100 mm x 1050mm of 10mm toughened glass with Slim line 45mm frames clip in profiles all around the door with complete assembly.

DP45 Door Profile frame of size 45X50mm with seals with Junior Office Hinges (3nos) & Studio Gala Locks (1no) & Studio Gala lever handles in aluminum silver (EV1) finish , Euro profile cylinder and TS 89 Door closer with slide channel (as per EN 1154) and saddle plate for fixing on the Glass door and necessary seals to be provided all around the door frames.

The slim line profiles shall be suitable for Glass thickness of 10mm.

The Profile shall be matt natural anodized, the Profile Manufacturer to supply all the necessary clips, seals and fixing accessories for the system. All Profiles to be with 2 mm Gauge thickness Excluding 20 Micron of Anodizing.

PRECAUTION BEFORE INSTALLATION:

**All installation materials used have been checked for compatibility.
Correct orientation of system has been identified. Inswing or Outswing.
Sill condition is understood and necessary weep system is in place where standard Doors sill is not being applied.
Frame has been sealed and joined at all points indicated in instructions
Opening checked for correct dimensions.
Frame is installed at correct depth within the opening
Frame has been installed square, level and plumb
Plastic shims were utilized under sill when required
Jambs were shimmed to prevent rolling
Shims were applied between head track and header. Only as recommended in instructions
Installation holes prepared correctly
Sealant was applied to sill installation holes prior to inserting screws & top of screw heads once applied
Correct fastener placement has been followed as directed by manufacturer
Proper operation and adjustment has been achieved**

Frame has been checked for level, square and plumb. All horizontal and vertical adjustments have been made so that proper reveals are present and product is operating as designed. Weep holes have been checked and free of obstruction and debris. All trash has been discarded. All hardware has been installed correctly and checked for proper operation. Product has been closed and locked and recommended to not be used as thoroughfare by other trades. Product is protected from damage. Final inspection of weather proofing and operation has been performed. Job has been turned over to contractor or Site engineer with approval.

INSTALLATION:

Product was installed as directed by the Manufacturer approved by the Engineer-in-charge.

B. PARTICULAR SPECIFICATION OF PUBLIC HEALTH WORKS:

1. For Nonscheduled item mentioned in SOQ shall be installed as per manufacturer's direction approved by the Engineer-in-charge.
2. Specification/brands names of fixtures to be used as per the scope of work are listed in the bid documents. The efforts should be made by the Contractor to use indigenous products. The Contractor should also consider the availability of spares parts/ components for maintenance purposes while proposing any brand/ manufacturer. The materials of any other brand/manufacturer may be proposed for use by the Contractor in case the brands specified below are not available in the market and/or Contractor intends to use some other brand better than the brands mentioned in this list. The alternate brand can be used only after the approval of Engineer-in-Charge. The list of approved makes is appended to this document.

C. PARTICULAR SPECIFICATION OF ELECTRICAL WORKS:

XLPE INSULATED HT ARMoured CABLES

Supply&laying of Circular Aluminum conductor, conductor screenedwithextrudedsemiconductingcompound,XLPE insulated, insulation screened with extruded semiconducting combinationincombinationwithcoppertape(0.3KAfor1sec.) cores laid up, FRLS PVC inner sheathed, galvanizedsteel strip armored and overall FRLS PVC sheathed cable confirming to IS:7098/II/85working voltage 11KV(UE) grade to be laid 1 m below ground level including excavation, sand cushioning, covering with sand & bricks and back filling the trench etc., of the required size:-

Circular Aluminum conductor, conductor screened with extruded semiconducting compound, XLPE insulated, insulation screened with extruded semiconducting combination in combination with copper tape (0.3KA for 1sec.)coreslaid up, FRLS PVC inner sheathed, galvanized steel strip armored and overall FRLS PVC sheathed cable confirming to IS:7098/II/85working voltage 11KV(UE) grade 70sq.mm (Three Core)

D. PARTICULAR SPECIFICATION OF FIRE FIGHTING WORKS:

SPECIFICATIONS FOR FIRE HYDRANT & SPRINKLERSYSTEM.

General

Work under this subhead is time-bound and has to be completed within the time limit set in the tender. Work shall be executed in accordance with an agreed schedule which shall be submitted by the tenderers along with offer and agreed to by owners.

Scope of work.

The scope of work in this subhead shall consist of furnishing all labour, materials, equipment and appliances necessary and required to completely do all work relating to the supply, installation, testing & commissioning of Fire Fighting System as described herein after and shown on the drawings. The scope of work in general shall include the following.

- i. Fire Fighting Pumps & Accessories and related electrical works.
- ii. Internal Fire Hydrant System.
- iii. Sprinkler system in entire building.
- iv. Hand Appliances.

Without restricting to the generality of the foregoing, the work shall include the following: -

A Hydrant System covering the entire complex and consisting of the following:

- i. One number of Terrace Pump – One number electric horizontal end suction pump of 900 LPM at 35 M head
- ii. Other piping system ancillaries such as Suction and Delivery Headers, Air Vessel, Pressure Gauges, Pressure Switches, Pump Panel etc. as required.
- iii. Internal Hydrant system where required with single headed landing valves on each floor accompanied by 1 number swinging type Hose Reel, 2 numbers RRL Hoses, 1 number of Branch Pipe etc. all housed in the niche. Bidder shall provide front frame with shutter for niche.
- iv. Sprinkler system for entire building.
- v. Hand appliance as per Bill of Quantities.
- vi. To obtain the approval of the relevant drawings before actual installation at site and to get the complete installation inspected and passed by the concerned authorities, as may be necessary as per local bye-laws. (Any fee payable to the local bodies paid by contractor).

Contractor's Experience.

Contractors shall engaged specialist agency only for this work of Fire

Fighting systems.

The selected specialist agency must have sufficient experience in the execution of turnkey projects as specified.

Contractor must submit with the tender a list of similar jobs carried out by him as required along with the name of works, name and address of clients, year of execution, capacity of plant and value of work.

Technical Information.

Contractor shall submit along with the tender copies of detailed specifications, cuts, leaflets and other technical literature of equipment and accessories offered by him.

Contractor's attention is specially invited to the special conditions and other clauses in the agreement which required the contractor to: -

- a. Submit detailed shop drawings.**
- b. Use material of specific makes and brands**
- c. Obtain all approvals from Fire Fighting authorities.**
- d. Execute the entire work on a turn-key basis so as to provide a totally operating plant.**

Exclusions.

Work under the contract does not include the following work.

Electrical cable up to incoming motor control centre.

Site Accessibility.

The equipment must be carried from the goods receiving station to the site in an extremely careful manner to prevent damage to the equipment building or existing services.

Contractor must visit the site and familiarize himself with above problems to ensure that the equipment offered by him is of dimensions that they can be carried and planed in position without any difficulty.

Approvals.

The contractor shall prepare all submission drawings and obtain all approvals of firefighting works from firefighting authority.

System Description.

The Hydrant System shall comprise of Terrace pump with all required accessories including valves, special fittings, instrumentation, control panels and any other components required to complete the system in all respects.

The Hydrant and Sprinkler System shall be semi-automatic in action and shall be laid covering the all the floors internally.

The Fire Fighting System shall be kept pressurized at all times.

The Internal Hydrant System (Wet Risers) shall be provided at points as indicated on the drawing on each floor.

The hydrant point shall be directly tapped from the Riser pipes, and shall be furnished with required accessories such as –

- a) One no. stainless steel single headed hydrant valves.
- b) Two nos. RRL Hoses of size 63mm dia. x 15m long.
- c) One no. first aid Dunlop hose reel full swinging type 20mm dia. x 40m long.
- d) One no. stainless steel Branch pipe.

The hydrant risers shall be terminated with air release valve at the highest points to release the trapped air in the pipe work.

An overhead tank 10000 liters capacity will be connected to the firefighting system.

Sprinkler system shall be distributed entire building so as to cover 12-12 sqm area with one sprinkler.

Sprinkler down comer shall be provided with overhead tank of 10000 litres capacity. (overhead tank is excluded from scope of work)

A suitable drainage arrangement with bye-pass valve shall be provided to facilitate maintenance of sprinkler pipe work.

PARTICULAR SPECIFICATIONS for Pipes and Fittings .

Pipes and Fittings.

Pipes for Wet Riser system shall be of MS pipe (Heavy Duty) Pipes up to 150mm dia shall be MS and conform to IS-1239. Pipes with dia. 200mm and above (6mm thick) shall be MS and form to IS-3589. All pipes shall be I.S.I. marked. Fittings for black steel pipes shall be malleable iron suitable for welding or approved type cast iron fittings with tapered screwed threads.

Jointing

Joint for black steel pipes and fittings shall be metal-to-metal tapered thread or welded joints. A small amount of red lead may be used for lubrication and rust prevention in threaded joints.

Joints between C.I. or black steel pipes, valves and other apparatus, pumps etc. shall be made with C.I. or M.S. flanges with appropriate number of bolts. Flanged joints shall be made with 3mm thick insertion rubber gasket.

Note: Joints for pipes and fittings up to 50mm diameter shall be threaded joints using Teflon Tape or equivalent bonding tape on the threads. Joints for pipe and fittings above 50mm diameter shall be welded joints.

Pipe Protection.

- a. All pipes in underground masonry trenches/service tunnels, above ground and in exposed locations shall be painted with one coat of red oxide primer and two or more coats of synthetic enamel paint of approved shade.
- b. Pipes in wall chases shall be protected from corrosion by 2 coats of bituminous paints.
- c. Protection of Underground pipes.
The underground steel pipes shall be protected by coating and wrapping. The coating and wrapping shall be done, in general as per IS:10221-1982. It specified in Bill of Quantities, the proprietary pipe production system shall be provided as per the Manufacturers recommendation. The proprietary system shall be of approvedmake.

Installation of Pipes.

All pipes shall be adequately supported from ceiling or walls by structural clamps fabricated from M.S. structural e.g. rods, channels, angles and flats. All clamps shall be painted with one coat of primer and two coats of black enamel paint. The contractor shall provide inserts at the time of slab casting or provide suitable anchorfasteners.

The pipe supports or hangers shall be designed to withstand combined weight of pipe, pipes fittings, fluid in pipe and insulation. Pipe supports shall be of steel and

coated with rust preventing paint and finished with two coats enamel paint. The maximum spacing for pipes supports shall be as below:

Pipe(MM) Spacing(MTR)Size of support

Up to 25	2.0	6 mm
32 to 65	2.4	8 mm
75 to 125	2.7	10 mm
150 & above	3.0	12 mm

Pipes supports shall be spaced at maximum interval of 1.5 mtrs. on either side of heavy fittings and valves. Wherever piping passes through walls, pipes sleeves of diameter larger than that of piping shall be provided. Pipe sleeves shall be of steel or cast iron pipe.

Valves & Other Accessories.

General

Each valve body shall be marked with cast or stamped lettering giving the following information's:

- a. The manufacturer's name or trademark.
- b. The size of the valve
- c. The guaranteed working pressures.

Isolating valves on the water supply lines shall be full bore ball valve type for pipe diameters up to 50mm. For 65mm dia. and above these shall be butterfly valves.

Full Way Ball Valve

The valves shall be of full bore type and of quality approved by the Project Architect / EIC. The body and ball shall be of copper alloy and stem seat shall be of Teflon.

Butterfly Valves.

Butterfly valves shall be of centric disc construction with single piece body of Cast Iron with disc of bronze/gunmetal with nitrile seat. Shaft shall be stainless steel with Teflon bearing butterfly valve shall conform to PN 1.6 rating and shall be provided with suitable matching flanges compatible with PN 1.6 rating of valves.

Non-Return Valves.

Non-return valves are to be IS:778-1984 manufactured from gun-metal or dezincification resistant brass.

Drain Valve.

Drain Valves are to be provided at all low points in the system for draining the water. These shall be 40mm dia full way ball valve fixed on 40mm dia black steel pipe.

Pressure Switches.

Pressure switches shall be differential type for operation of all pumps and for the various duties and settings required. Pressure switches shall be for heavy duty operation and of approved make. All pressure switches shall be factory calibrated.

Internal Landing Valves.

The internal landing valves shall be Single-headed made of stainless steel and conforming to IS: 5290. It shall be complete with hand-wheel, quick coupling connection spring loaded type and blank cap.

Hose pipes, Branch Pipes and Nozzles.

Hose Pipe: Hose pipe shall be rubber lines woven jacketed and 63mm in diameter. They shall conform to type-2 (Reinforced rubber lined) of IS:639- 1979. The hose shall be sufficiently flexible and capable of being rolled.

Each run of hose pipe shall be complete with necessary coupling at the ends to match with the landing valve or with another run hose pipe or with Branch pipe. The couplings shall be of instantaneous spring lock type.

Branch Pipe: Branch pipe shall be of Stainless steel 63mm dia and be complete with male instantaneous spring lock type coupling for connection to the hose pipe. The branch pipe shall be externally threaded to receive the nozzle.

Nozzle: The nozzle shall be of Stainless steel, 20mm in internal diameter. The screw threads at the inlet connection shall match with the threading on the branch pipe, the inlet end shall have a hexagonal head to facilitate screwing of the nozzle on to the branch pipe with nozzle spanner.

Internal Fire Hose Cabinet.

Each internal fire hydrant valve shall be housed in a niche of size indicated on

drawings. Each internal fire hose Cabinet shall hold Single headed hydrant, 2 Hoses and 1 Branch pipes and 1 no. Dunlop hose reel mounted on adrum.

- A. The cabinet shutters & frames shall be fabricated from boxed steel sections and MS plate 2mm thick.
- B. The front glass of shutters shall be 5.0 mm thick clear glass and shall be held by means of rubber. Locking arrangement shall also be made with one number of mortice lock of approved make. A separate Key Box of 16mm thick MS sheet with glass facing shall be provided.
- C. The Shutter shall be given a powder coat finish in post office red colour.

Hose Reel.

The hose reel shall be directly tapped from the riser through a 25mm dia pipe, the drum and the reel being firmly held against the wall by use of dash fasteners. The Hose Reel shall be swinging type (180 degrees) and the entire Drum, Reel etc. shall be as per IS:884. The rubber tubing shall be of approved quality and the nozzle shall be 6mm dia shut off type.

Draw out Connections.

2 ways collecting head Fire Brigade connection shall be provided at the location indicated in the drawing.

AUXILIARY PUMPING EQUIPMENT.

Scope.

This section covers the details or requirements of the auxiliary equipment necessary for the operation of the fire pumps.

The pump shall be directly driven from the electric motor. Flexible coupling and coupling guard shall be provided.

Capacity.

The discharge and head of the Terrace pump shall be as mentioned in Bill of Quantities.

The pump casing shall be of cast iron and parts like impeller, sleeve, wearing ring etc. shall be of non-corrosive metal like bronze, brass or gunmetal. The shaft shall be of stainless steel. Bearing of the pump shall be effectively sealed to prevent loss of lubricant or entry of the dust or water. The pump casing shall be

designed to withstand 1.5 time the working pressure.

Motor

The motor shall be squirrel cage A.C. induction type suitable for operation on 415 volts 3 phase 50 Hz, system. The motor shall be totally enclosed fan cooled type confirming to protection clause IP55 of IS 4691. The class of insulation shall be H synchronous speed shall be 2900 RPM. The motor shall conform IS 325-1978 and rated for continuous duty.

Sprinkler System.

Sprinkler Heads.

Sprinkler heads shall be of quartzoid bulb type with bulb, valve assembly yoke and the deflector. The sprinklers shall be approved make and type.

Types

Conventional Pattern.

The sprinklers shall be designed to produce a spherical type of discharge with a portion of water being thrown upwards to the ceiling side of wall extra. The sprinklers shall suitable for erection in upright position or pendant position.

A. Side Wall Sprinklers.

These shall be designed for installation along with the walls of room close to the ceiling. The discharge pattern shall be similar to one quarter of sphere with a small proportion discharging on the wall behind the sprinklers.

Construction

- i. Bulb – Bulb shall be made of corrosion-free material strong enough to withstand any water pressure likely to occur in the system. The bulb shall shatter when the temperature of the surrounding air reaches a predetermined level.
- ii. Valve assembly – Water passage of the sprinkler shall be controlling assembly of flexible construction. The valve assembly shall be held in position by the quartzite bulb. The assembly be stable and shall withstand pressure surges or external vibration without displacement.
- iii. Yoke: The yoke shall be made of high quality gunmetal. The arms of yoke

shall be so designed as to avoid interference with discharge of water from the deflector. The sprinkler body shall be coated with an approved anti corrosive treatment if the same is to use in corrosive conditions.

- iv. Deflector: The deflector shall be suitable for either upright or pendent erection. The deflector shall be designed to give an even distribution of water over the area protected by each sprinkler.

a. Colour Code.

The following colour code shall be adopted for classification of sprinkler according to nomination temperature ratings.

b. Sprinkler Temperature Rating.

c. Size of Sprinklers Orifices.

The sprinklers shall be of 15mm nominal bore size.

Pipes and Fittings

Pipes for sprinkler system shall be of black steel conforming to I.S. 1239 (Heavy class).

Fittings for black steel pipes shall be malleable iron suitable for welding or approved type cast iron fittings with tapered screwed threads.

Jointing

Joint for black steel pipes and fittings shall be metal to metal tapered thread or welded joints. A small amount of red lead may be used for lubrication and rust prevention in threaded joints.

Joints between G.I. or black steel pipes, valves and other apparatus, pumps etc. shall be made with G.I. or M.S. flanges with appropriate number of bolts. Flanged joint shall be made with 3mm thick insertion rubber gasket.

Pipes Protection.

All pipes above ground and in exposed locations shall be painted with one coat of red oxide primer and two or more coats of synthetic enamel paint of approved shade.

Pipes in chase or buried underground shall be painted with two coats of hot

bitumen.

Pipe Supports

All pipes shall be adequately supported from ceiling or walls from structural clamps fabricated from M.S. structural e.g. rods, channels, angles and flats. All clamps shall be painted with one coat of primer and two coats of black enamel paint. The contractor shall provide inserts at the time of slab casting or anchor fastener later.

Valves

Sluice valves of sizes 80mm and above shall be double flanged cast iron conforming to I.S.780. Check valve shall be of cast iron double flanged conforming to I.S.5312.

Valves on pipes 65mm and below shall be heavy pattern gunmetal valves with cast iron wheel seat tested to 20 kg/sq.cm. Pressure. Valves shall conform to I.S.778.

A. Air Valves

25mm dia screwed inlet cast iron single acting air valves on all high points in the system or as shown on drawings.

B. Drain Valves

50mm dia black steel pipe conforming to I.S.1239 medium class with 50mm gunmetal full way valve for draining and water in the system in low pockets.

Testing.

Testing on Completion of Installation.

The entire system shall be tested after completion of installation as per the operating sequence specified.

Standard and Codes.

- | | | | |
|----|--------------|--|----------------------------|
| 1. | IS-1648-1961 | Code of Practice for fire safety of building (general) | Firefighting equipment and |
|----|--------------|--|----------------------------|

		maintenance.
2.	IS-3844-1966	Code of practice for installation of
	internal fire	Hydrant in multi-storied building.
3.	IS-2217-1963	Recommendation for providing first aid
		and firefighting arrangement in public
		buildings.
4.	IS-2190-971	Code of practice for selection,
		Installation and maintenance of portable first
		fire
		appliance.
5	IS-3589	Electrically Welded Steel pipes (Medium
		class)
6.	IS-1239	Mild steel tubes, Tubular and other wrought
		steel
		fittings (Medium class)
7.	IS-780	C.I. Double flanges sluice valve.
8.	IS-778	Gun Metal Valve.
9.	IS-909-1965	External fire hydrant (underground)
10.	IS-5290-1969	Internal Landing Valve.
11.	IS-884-1969	First and hose reel.
12.	IS-934-1976	Specification for portable chemical fire
		Extinguisher soda acid type.
13.	IS-2873-1969	Specification for fire extinguisher for carbon
		dioxide.
14.	IS-2189 & 2109	Automatic fire alarm system or BSS-3116
15.	NBC-2016	National Building Code 2016

Construction of Automated Multilevel Car Parking System at Central Civil Secretariat, Itanagar, Arunachal Pradesh.” (Sub head: Civil Works, Sanitary & Drainage works, Electrical Works, Lift works, Automatic Parking system and Operations & Maintenance works etc.)



E. PARTICULAR SPECIFICATION FOR AUTOMATED CAR PARKING SYSTEMS

TYPE: SHUTTLE WITH ROBO PARKER

General Description and criteria

Automated Parking System Capacity (Vehicle storage spaces):

- a. Gross Parking Spaces :108
- b. Transfer spaces (service points) :02

Gross parking spaces are the total number of developed spaces in the garage. The cost of the installed system shall be based on the gross spaces because each space should be fully developed and serviced by the automated parking equipment.

Vehicle overall Length Measurement Limits:

Following should be the stalls sizes suitable to Vehicle overall measurement Limits.

Max Width outside tyres: 195 cm.
Min Width inside the tyres: 100 cm
Max wheelbase: 315 cm.
Min Wheelbase: 180 cm
Guard to ground: min.9 cm.

Maximum over all dimensions of parkable cars should be 5.2M in length, 2.1M in width and 2.10M in height, i.e. the proposed system should be

capable of handling all types of cars used in India.

Weight Capacity

The proposed system should be designed to accommodate a maximum vehicle load of 2,500 kg. Dynamic testing of the system shall be conducted in accordance to standard EN14010 with a total load of 2,750Kg. The designed parameters should cover all types of cars that will fit into the parking system given the limits of the structure.

Description of Basic components of proposed automated car Parking System:

The proposed system should consists of Entrance and exit devices, Robo parker Transporters, Cantilevered Vertical Transport systems/ Vertical Transport systems (CVTS/ VTS), Shuttles capable to accept Robo parker, Electrical controls (ELEC) and parking stall, all as required to make a complete system as specified.

Entry Lobby/Exit Lobby

This is a location up to where user is allowed to enter with car or exit with the car park. This lobby is online monitored, having all proximity sensors, infra-red sensors and other controls. The lobby is accessible to car lifting and horizontal car transfer equipment. In this project, the total number of Entry Lobby is two and exit Lobby is two.

Entry Access Door to Vertical Transporter

On departure of user from entry lobby and on closing entry barrier, it automatically opens, allows the Robo parker from vertical transporter/ elevator to enter into the entry lobby/ lift, on exit of car from entry lobby/ lift onto the vertical transporter or elevator, it closes automatically. It should operate on motion sensor controls. It operates vice versa on retrieval time; it allows the car to be brought into the exit lobby and closes once car lifter cum horizontal transfer equipment is out of exit. In any case it should not open when user is within entry or exit lobby. Here the total number of Entry Door is two and exit door is two.

Robo Parker

This is a robotic car lifter and transporter transporting car in horizontal plane perpendicular to direction of movement of shuttle with a minimum

thickness so that client will get maximum advantages of total building height. This Robo parker is the major device used for pickup the car, transporting to elevator or shuttle to park in stall for parking activity and vice versa for retrieval activity. The robo parker must have a car centering device to limit the width of parking space to 2.10m. Here the total number of Robo parker is two.

Elevator

This is equipment, which used to for vertical transportation of car along with Shuttle and Robo parker or with car only. This transports the car and Robo parker or only car to required floor from entry level for parking activity and transports the cars from different floor to exit level for exit activity. Here the total number of Elevator is two.

Shuttle

This is an equipment which transports the car along with Robo parker in horizontal plane and perpendicular axis to entry and exit axis. It transports the car from one parking slot to another at single parking level. This can be operated independently at one parking level or it can be operated along with elevator when mounted on it. Here the total number of Shuttle is two.

Parking Slots/ Stalls

These are the defined locations for parking the cars, stalls will have arrangement and sensors to allow Robo parker to bring in the cars and park it. Here the total number of Stall is one hundred eight but two will be kept empty for maneuvering.

Automated Parking System Processing Capacity:

The minimum throughput should be 60 vehicles/hour, in or out, under continuous operation. User time is assumed to be 45 sec.

The complete Vehicle storage cycle shall consist of three steps:

- a. Entrance Cycle
- b. Vertical transfer
- c. Horizontal transfer

The complete vehicle Retrieval cycle consist of three steps:

- a. Horizontal transfer
- b. Vertical transfer

c. Exit transfer

Under the conditions set above, each, Vertical and Horizontal transfer should Need less time compared to Entrance or exit cycles so the last two only are critical and are considered to determine the maximum throughput.

Garage Operations shall be continuous

The proposed automated parking system should be designed and able to operate continuously and be available for 24 hours per day, 7 days per week. (Regular maintenance should be done at night hours, i.e. no operation time)

Conformance to Accepted Standards

- ❖ The system should conform to the requirements of EC- Machinery Directive 98/37 in general and the most of requirements of EN 14010- December 2003, in particular.
- ❖ The system should also complies with German Standard VDI4466, January 2001, Automatic parking system- Basic principles, to implement EN 14010.
- ❖ Electrical Control: it should be in accordance EN 60204-1.
- ❖ Availability: the system should comply with German Standard VDI 4466.
- ❖ Noise: the system should comply with German Standard VDI 4466, January2001.

Software

All software to operate the system shall have a permanent license for use. After the maintenance period upgrades shall be provided at the option of the owner based on an offering, but up to maintenance period vendor shall provide all upgrades.

Technical specifications of various equipment:

Elevator suitable to receive the Robo parker with shuttle device

- a. Counter weight frame with guiding rollers
- b. Set of wire ropes or chains. Chains IWIS as per EN standard and Steel Rope: (DRAKO) or equivalent EN standard
- c. Lifting devices equipped by 2 geared motors.
- d. Set of steel-drawn plates as vertical guides for the guidance of the

- elevator platform
- e. Steel platform complete with guide rollers.
- f. Locking device for securing the vertical position.
- g. Laser device for vertical positioning.
- h. Set of photocells, sensors and mechanical switches.
- i. Steel frame complete with 4 support wheels Diameter and 4 guiding Rollers.
- j. Vertical movement through 2 geared Motor controlled by inverter with the following characteristics
- k. Actuators committed to locking device for vertical movement

Robo parker, equipped with a cable reel

- a. Actuators committed to Vehicle centering
- b. Actuators committed to lifting
- c. Actuators committed to Horizontal movement

Stall devices

Hot deep galvanized steel sheets for front and rear wheels rest.

Entry Bay

- a. Steel frame suitable to receive Robo parker.
- b. Electrical pictograph for the guidance of wheels of the vehicle during his entrance.
- c. Photocells for the control of the height, length, width and presence of the vehicle
- d. Micro-wave sensor to detect movement inside the entry/exit area.
- e. Traffic light (red/green)

Exit Bay

- a. Steel frame suitable to receive Robo parker.
- b. Photocells for the presence of the vehicle
- c. Micro-wave sensor to detect movement inside the entry/exit area.

BIDDERS MUST FOLLOW FOLLOWING SPECIFICATIONS IN ADDITION TO THE ABOVE

Lobby

- ❖ Must have Motorised Wheel stopper device with wheel position detection
- ❖ High speed aluminium spiral door with speed min 1 Mtr/Sec

- ❖ Car centering mechanism in the dolly
- ❖ Light Curtain type sensors to be used for length detection
- ❖ LASER type photo sensors to be used for height detection
- ❖ There must be a Touchpanel and RFID card readers as HMI in the entry and exit points

Lift

- ❖ Positioning to be done by 2 nos Digital type LASER positioning devices
- ❖ All communication to Variable frequency drives must be over Fieldbus and STO inputs to be used for additional safety.
- ❖ Lifts must have locking mechanism in all levels

Shuttle

- ❖ Positioning to be done by 2 nos Digital type LASER positioning devices
- ❖ All communication to Variable frequency drives must be over Fieldbus and STO inputs to be used for additional safety.

Robo Parker

- ❖ Lifting capacity 2500 KG
- ❖ Provision to bypass the cable reeling drum in case of breakdown
- ❖ Dolly should be able to run on concrete

Turn Table

- ❖ Positioning of turntable to be done by Absolute type Rotary encoder over Fieldbus for precise positioning.

General

- ❖ The PLC system preferably should be Siemens and “Failsafe” type CPU to be used.
- ❖ All critical low voltage devices to be protected with Micro-controller based Electronic Circuit breakers
- ❖ The system must have online connectivity in secure environment so that troubleshooting can be done remotely.
- ❖ A web-based SCADA system is required

BIDDERS TO GIVE FOLLOWING DATA

- A. Prescribed Electrical Usage for one operation

The average parking and retrieving operation should not consume more

Construction of Automated Multilevel Car Parking System at Central Civil Secretariat, Itanagar, Arunachal Pradesh.” (Sub head: Civil Works, Sanitary & Drainage works, Electrical Works, Lift works, Automatic Parking system and Operations & Maintenance works etc.)



than 0.50 kWh of
electrical energy.

Bidders to Fill the Requisite Data so as to evaluate Them for Technical Qualification.

(Energy Consumption, Sizes of the Equipment, Current Ratings Etc.)

B. Average energy consumption for entry and exit cycle

Average energy consumption for an entry cycle:

Locking Device
Elevator Cycle (Consider Avg height):
Locking device
Door opening
Robo parker cycle
Door closing

Locking Device
Elevator up

Locking device
Shuttle cycle
Robo parker cycle
Shuttle cycle

Sub-Total E1

Average energy consumption for an exit cycle:

Locking Device
Elevator cycle (Consider Av Height)
Locking Device
Shuttle cycle:

Robo parker cycle:
Shuttle Cycle
Locking device:
Elevator down:
Locking device:
Door Opening

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Robo parker cycle:

Door Closing

Sub-Total:

E2

TOTAL ENTRY AND EXIT CYCLE = E1+E2

SECTION VII

Tender Drawings (uploaded separately along with the tender)

List of Drawings (Attached Separately)

List of Architectural Drawings		
Sr.No.	Title of Drawings	Drawing No.
1	SITE PLAN	DIMTS/BP/NHIDCL-ARCH-A-1.101
2	4TH BASEMENT FLOOR PLAN	DIMTS/BP/NHIDCL-ARCH-A-1.102
2	2ND & 3RD BASEMENT FLOOR PLAN	DIMTS/BP/NHIDCL-ARCH-A-1.103
3	1ST BASEMENT FLOOR PLAN	DIMTS/BP/NHIDCL-ARCH-A-1.104
4	GROUND FLOOR PLAN	DIMTS/BP/NHIDCL-ARCH-A-1.105
5	FIRST FLOOR PLAN	DIMTS/BP/NHIDCL-ARCH-A-1.106
6	SECOND FLOOR PLAN	DIMTS/BP/NHIDCL-ARCH-A-1.107
7	THIRD FLOOR PLAN	DIMTS/BP/NHIDCL-ARCH-A-1.108
8	FOURTH FLOOR PLAN	DIMTS/BP/NHIDCL-ARCH-A-1.109
9	FIFTH FLOOR PLAN	DIMTS/BP/NHIDCL-ARCH-A-1.110
10	ROOF PLAN	DIMTS/BP/NHIDCL-ARCH-A-1.111
11	ELEVATION AT A	DIMTS/BP/NHIDCL-ARCH-A-1.112
12	ELEVATION AT B	DIMTS/BP/NHIDCL-ARCH-A-1.113
13	SECTIONS AT XX & YY	DIMTS/BP/NHIDCL-ARCH-A-1.114
14	SECTION AT ZZ	DIMTS/BP/NHIDCL-ARCH-A-1.115

List of Structural Drawings		
Sr.No.	Title of Drawings	Drawing No.
1	Foundation layout and Details	DIMTS/BP/NHIDCL-STR-S-1.101
2	Column Layout and Schedule	DIMTS/BP/NHIDCL-STR-S-1.102

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2	Basement Level (2nd and 3rd) layout	DIMTS/BP/NHIDCL-STR-S-1.103
3	Basement Level (1st) layout	DIMTS/BP/NHIDCL-STR-S-1.104
4	Ground Floor Layout	DIMTS/BP/NHIDCL-STR-S-1.105
5	First Floor Layout	DIMTS/BP/NHIDCL-STR-S-1.106
6	Second Floor Layout	DIMTS/BP/NHIDCL-STR-S-1.107
7	Third Floor Layout	DIMTS/BP/NHIDCL-STR-S-1.108
8	Fourth Floor Layout	DIMTS/BP/NHIDCL-STR-S-1.109
9	Terrace Floor Layout	DIMTS/BP/NHIDCL-STR-S-1.110
10	Steel Truss Layout	DIMTS/BP/NHIDCL-STR-S-1.111
11	Steel Truss Details	DIMTS/BP/NHIDCL-STR-S-1.112

List of Firefighting Drawings		
Sr.No.	Title of Drawing	Drawing No.
1	Fire Fighting Basement Floor Plan (2nd, 3rd and 4th Basement)	DIMTS/BP/NHIDCL-FIRE-F-1.101
2	Fire Fighting 1st Basement Floor Plan	DIMTS/BP/NHIDCL-FIRE-F-1.102
3	Fire Fighting Ground Floor Plan	DIMTS/BP/NHIDCL-FIRE-F-1.103
4	Fire Fighting 2nd Floor Plan	DIMTS/BP/NHIDCL-FIRE-F-1.104
5	Fire Fighting 3rd Floor Plan	DIMTS/BP/NHIDCL-FIRE-F-1.105
6	Fire Fighting 4th Floor Plan	DIMTS/BP/NHIDCL-FIRE-F-1.106
7	Fire Fighting Schematic layout	DIMTS/BP/NHIDCL-FIRE-F-1.107

List of Plumbing Drawings		
Sr.No.	Title of Drawing	Drawing No.
1	Plumbing Drainage Layout 4th Basement Floor Plan	DIMTS/BP/NHIDCL-PLUM-P-1.101
2	Plumbing Drainage Basement Floor Plan (2nd and 3rd Basement)	DIMTS/BP/NHIDCL-PLUM-P-1.102
3	Plumbing Drainage 1st Basement Floor Plan	DIMTS/BP/NHIDCL-PLUM-P-1.103
4	Plumbing Drainage Ground Floor Plan	DIMTS/BP/NHIDCL-PLUM-P-1.104
5	Plumbing Drainage 2nd Floor Plan	DIMTS/BP/NHIDCL-PLUM-P-1.105
6	Plumbing Drainage 3rd Floor Plan	DIMTS/BP/NHIDCL-PLUM-P-1.106
7	Plumbing Drainage 4th Floor Plan	DIMTS/BP/NHIDCL-PLUM-P-1.107

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8	Plumbing Drainage Layout Roof Level	DIMTS/BP/NHIDCL-PLUM-P-1.108
9	Water Supply Schematic layout	DIMTS/BP/NHIDCL-PLUM-P-1.109

List of Electrical Drawings		
Sr.No.	Title of Drawing	Drawing No.
1	ELECTRICAL LAYOUT FOR 2ND,3RD & 4TH BASEMENT LEVEL PLAN	DIMTS/BP/NHIDCL-ELEC-E-1.101
2	ELECTRICAL LAYOUT FOR 1ST BASEMENT LEVEL PLAN	DIMTS/BP/NHIDCL-ELEC-E-1.102
3	ELECTRICAL LAYOUT FOR GROUND AND FIRST FLOOR	DIMTS/BP/NHIDCL-ELEC-E-1.103
4	ELECTRICAL LAYOUT FOR SECOND FLOOR	DIMTS/BP/NHIDCL-ELEC-E-1.104
5	ELECTRICAL LAYOUT FOR THIRD FLOOR	DIMTS/BP/NHIDCL-ELEC-E-1.105
6	ELECTRICAL LAYOUT FOR FOURTH FLOOR	DIMTS/BP/NHIDCL-ELEC-E-1.106

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SECTION VIII

Bill of Quantities (BoQ) (uploaded online)