



## Indian Institute of Information Technology Sri City, Chittoor

### NOTICE INVITING TENDER

NIT No: **IIITS/NIT/AB2&BH5/2025/029, Dt. 25/01/2025**

Notice inviting E-Tenders through CPP Portal from eligibility bidders for “**Civil, PHE, Fire Fighting, Electrical and associated External Development Works for the Construction of Academic Block (AB2) with B+G+2 floor as RCC framed Structure and Boys Hostel Block [BH5] with G+10 floors as Shear wall Structure at IIIT Sri City Campus**” addressed to the Registrar, IIIT Sri City, Chittoor along with all specified documents.

Bid Published Date	25 January 2025
Bid Download Start Date & Time	25 January 2025 at 16:00 Hrs
Clarification Start Date & Time	25 January 2025 at 17:00 Hrs
Clarifications End Date & Time [through mail only]	31 January 2025 up to 17:00 Hrs
Pre-bid Meeting [Hybrid Mode]	03 February 2025 at 11:00 Hrs
Last Date for submission of e-bids	10 February 2025 up to 16:00 Hrs
Due Date for opening of e-bids	11 February 2025 at 16:00 Hrs
Submission of offer	E-Tender in Two [2] Cover System
Validity of the Tender [Price Bid]	180 Days from the date of opening of bids
Duration of Completion of Work	12 Months for Academic Block (AB2) 15 Months for Hostel Block (BH5)
Form of Contract	Item Rate Contract (Open Tender)
Address for submission	<b>E-Tender through CPP Portal only</b> <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a>
Earnest Money Deposit (EMD)	The Earnest Money Deposit amounting to 1% of the total quoted bid value must be deposited through RTGS / NEFT to IIIT Sri City Chittoor Opex Account.

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**SECTION 1: INSTRUCTIONS FOR SUBMISSION OF ONLINE BID**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

**REGISTRATION**

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

**SEARCHING FOR TENDER DOCUMENTS**

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

**PREPARATION OF BIDS**

10. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
11. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be

submitted. Any deviations from these may lead to rejection of the bid.

12. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender document / schedule and generally shall be in PDF / XLS / RAR / DWF / JPG formats as the case may be. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
13. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every Bid, a provision of uploading such standard documents (e.g. PAN card copy, GSTIN Details, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Documents" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

### **SUBMISSION OF BIDS**

14. Bidder should log into the site well in advance for bid submission so that he/she upload the Bid in time i.e. on or before the bid submission date and time. Bidder will be responsible for any delay due to other issues. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
15. Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument. A standard BOQ format has been provided with the tender document to be filled by all the bidders.
16. Bidders are requested to note that they should submit their financial bids in the format provided and that no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the detail with their respective financial quotes and other details (such as the bidder's name). If the BOQ file is found to be modified by the bidder, the Bid will be rejected.
17. The server time (displayed on the bidders' dashboard) will be considered the standard time for referencing the deadlines for submitting bids by the bidders, opening of bids, etc. The bidders should follow this time during bid submission.
18. The Tender Inviting Authority will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
19. The uploaded tender documents become readable only to public view after the tender opening by authorized bid openers.
20. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the Bid no. and the Date & time of submission of the Bid with all other relevant details.
21. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
22. Any queries relating to online bid submission or CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

**SECTION 2: GUIDELINES**

1. Tender Documents: The interested parties may download the tender document from websites <https://etenders.gov.in/eprocure/app> and <https://www.iiits.ac.in/tenders>
2. Bidders are advised to visit the website(s) frequently to find any addendum, corrigendum issued, extension of due date for submission, etc. No separate intimation will be issued or advertised in this regard.
3. You are requested to go through the terms and conditions carefully and also visit / inspect the site to familiarize and submit your tender as per procedure explained in this tender document. The applicant should seal and sign each page of the tender and its annexures / supporting documents.
4. The tenderer(s) if required, may submit queries, if any, through E-mail to [tenders.2024@iiits.in](mailto:tenders.2024@iiits.in) to seek clarifications. IIIT Sri City will reply only those queries which are essentially required for the submission of bids.
5. IIIT Sri City will not reply the queries which are not considered fit like replies of which can be implied /found in the NIT/ Tender Documents or which are not relevant or in contravention to NIT/Tender Documents or queries received after stipulated, extension of time for opening of technical bids, etc.
6. Bids will be open on the scheduled dates. Requests for extension of opening of Bids will not be entertained.
7. **Earnest Money Deposit Fee (EMD):**  
The Earnest Money Deposit amounting to 1% of the total quoted bid value must be credited in the form of NEFT / RTGS to the below account. The bids will be summarily rejected if the EMD is not submitted for the stipulated value. No exemption for EMD is allowed for any category.

IIIT Sri City Chittoor Opex Account

Acc. No. 110167506587,

IFSC Code CNRB0013247

Sri City Branch, Opp. Sri City Business Center, Chittoor District, AP - 517 588.

8. **Site Visit:** Before tendering, every bidder is required to visit and inspect the site/locations of work and its environments between Monday to Saturday from 10:00 Hrs to 16:00 Hrs except Sunday and Govt. holidays, to ascertain the exact requirement of the NIT, at his own cost.

**During the visit, a Site Visit Certificate shall be obtained from owner's representatives (IIITS Infra Office) which shall be submitted along with bid.**

9. **IIIT Sri City reserves the right:**
  - a. To accept or reject any or all bids either in whole or in part or to invite revised price bids or to annul the bidding process.

- b. To postpone and/or extend the date of receipt / opening of quotation or to withdraw the same at any time before finalization without incurring any liability to the affected Tenderer / Bidder.
  - c. To omit / delete any item(s) of work from the schedule at the time of allotment or before the commencement of work or during the execution of work without assigning any reason whatsoever.
  - d. To change the quantity or add the item or cancel the item/service required.
  - e. To accept or reject any or all the Tenders without assigning any reason.
  - f. To restrict the list of qualified contractors to any number deemed suitably by it.
- 10.** Bids shall be adjudged as non-responsive due to any of the following reasons:
- a. Bids submitted without EMD.
  - b. Bids submitted without certificate(s) in respect of the work experience and financial strength criteria.
  - c. Bids without site visit certificate
  - d. Bids submitted without photocopies of Firm Registration, GST Registration, Income Tax Returns and PF Returns from the respective Competent Authority.
  - e. Any other reason as applicable.
- 11.** Bidders shall clearly indicate their legal constitution and the person signing the bid shall state his capacity and also the source of his ability to bind the bidder. The power of attorney or authorization or any other document constituting adequate proof of the ability of the signatory to bind the bidder shall be annexed to the bid. The owner may reject outright any bid unsupported by inadequate proof of the signatory's authority.
- 12.** IIIT Sri City shall have unqualified option under the said bid in the event of bidder failing to keep the bid valid up to the date specified or refusing to accept work or carry it out in accordance with the bid if the IIIT Sri City decides to award the work to the Bidder.
- 13.** The applicant may furnish any additional information, which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission of Expression of Interest document unless it is called for by the Employer.

### **SECTION 3: SCOPE OF WORKS**

- 1. IIIT Sri City proposes to construct 2<sup>nd</sup> Academic Block (Basement + Ground Floor + 2 Upper Floors) and Hostel Block 5 (Ground + 10 Upper Floors) for boys at its designated locations within the campus.
- 2. The proposed Academic Block – 2 will be a RCC framed structure and a 480 seater classroom rising from Basement floor to first floor will be having optional RCC roof with suitable acoustics. Total BUA of approximately 1,44,500 Sqft. The building shall be used for academic activities.

3. The proposed Hostel Block 5 will be a high rise building with shear wall (form faced concrete using SCC) construction by using suitable formwork for good finish. Total BUA of approximately 1,27,000 Sqft. The building shall be used as student accommodation operated by the Institute.
4. The proposed buildings are to be constructed and completed in all respects on FAST TRACK. The time allowed for completion of
  - i. Academic Block – 2 [AB2] is 12 months including monsoon period and
  - ii. Hostel Block – 5 [BH5] is 15 months including monsoon period.
5. All construction drawings (Architectural, Structural and MEP Services) for the work shall be made available to the contractor by the Architects / PMC engaged by IIIT Sri City at required appropriate time.
6. Work shall, in general be executed as per Technical Specifications, relevant Indian Standard (IS) Codes, NBC etc., drawn by the Architect etc.
7. However, for all specialized items of work, the contractor shall be required to engage specialized agencies for such items of work with prior approval of IIIT Sri City / Architects / PMC as per the criteria in the tender document.
8. The contractor who has been awarded with the project has enter into Agreement with the Institute in the enclosed format.

#### SECTION 4: ELIGIBILITY CRITERIA

1. The applicant who fulfill the following criteria are eligible to submit Technical bid (Cover 1) and Financial bid (Cover 2).
2. The applicant should be a well-established and reputed Indian Construction Company (for a minimum period of 07 years) engaged in construction of large multistoried commercial/institutional projects.
3. The applicant should have satisfactorily completed “Similar” works of magnitude as specified below during the last five (5) years ending **31<sup>st</sup> March 2024**. This should be supported by completion certificate issued by an officer not below the rank of Superintending Engineer / Chief Project Manager or equivalent of the organizations from whom the work has been done. **The values are excluding GST paid.**
  - i. Three similar completed works each of value not less than Rs. 40 Crores  
OR
  - ii. Two similar completed works each of value not less than Rs. 60 Crores  
OR
  - iii. One similar completed work of value not less than Rs. 80 Crores
4. Similar completed works under this clause shall mean successful completion of Civil & MEP works for multistoried Institutional / Residential / Commercial buildings (both Conventional RCC framed structure & shear wall construction) which includes concrete works, steel works, internal & external finishes, road & drainage works etc., at any

University, reputed educational institute, Government / Semi-Government / PSU Organizations and in any reputed Private companies.

5. It is mandatory that the bidder as an individual firm (Joint venture will not be considered) should have completed similar Shear wall construction methodology adopted high rise buildings using MIVAN Shuttering technology OR DOKA OR PERI or any suitable shuttering technology to have fair faced concrete surfaces. The bids of bidders without the experience of shear wall construction methodology will not be considered for evaluation. The contractor to choose one of the methodology only and pricing to be given for that will be evaluated.
6. The applicant should possess sufficient quantity of required shuttering material by own for both framed structure building as well as shear wall type building. Proof for the possession of shuttering materials should be submitted along with bids by the bidders.
7. “Cost of work” shall mean actual gross value of completed “similar” work including all the components executed under single contract. The applicant shall submit a copy of final Bill certificate / completion certificate of each project executed by them, during the said period.
8. “Applicant” means proprietary concern, partnership firm, private or public limited company applying for tender. “Employer” or “Client” or “Institute” means IIIT Sri City. **Joint ventures and/or consortium are strictly NOT allowed.**
9. The applicant should have an average annual financial turnover of **Rs. 50 Crores** in construction works during the last five (5) financial years ending **31<sup>st</sup> March 2024**. This should be duly audited and certified by a Chartered Accountant. Year in which no turnover is shown would also be considered for working out the average.
10. The applicant should not have incurred any loss **in three years or more** during the last five years ending 31.03.2024, duly certified by a Chartered Accountant. The firm should not be under liquidation, court receivership or similar proceedings.
11. The applicant should have a solvency of **Rs. 60 Crores** certified by a Scheduled Bank. The Solvency Certificate should not have been obtained earlier than **31<sup>st</sup> March 2024**. In case, the applicant is not able to supply the solvency certificate in original, the certificate shall be attested by a Notary.
12. The applicant should have sufficient number of Technical and Administrative employees on their roles for the proper execution of the contract as per the format enclosed in the Annexure – ‘VIII’.
13. The applicant should own adequate tools and equipment required for the proper execution of the work on a fast track basis and the details of the same shall be furnished duly authenticated as per the format enclosed in the Annexure – ‘IX’.
14. Only such contractors who fulfill the aforesaid eligibility criteria need apply.
15. The firms should have valid registration for GST and should have Permanent Account Number (PAN).



16. Documentary evidence for work experience, Signed Tender Document, turnover, GST, PAN all as indicated & required in the tender document should be furnished without which it will not be taken into account.
17. If the date of opening of the tender is declared as holiday, it will be opened on the next working day at the same time.
18. **Validity:** Bid shall be valid for a period of **180 days** from the date of opening of the bids, which shall be extended for another 180 days as decided by the Institute.
19. **Bidder shall have their operating office in Andhra Pradesh state.** If not available at the time of bidding, successful bidder shall have to establish functional office within 30 days of award of contract. Payment shall be made only after submission of documentary evidence of having functional office.

## **SECTION 5: BID EVALUATION CRITERIA**

1. The Technical Evaluation Committee (TEC) constituted by the competent authority, IIIT Sri City Chittoor will open the bids to decide the technical suitability of their service based on the pre-laid terms and conditions.
2. Appropriate norms as stipulated in the NIT will be decided by the committee before the opening of the technical bid for evaluation of bids. After evaluation of the technical aspects of the bid, the committee will give suitable recommendations about the shortlisted firms.
3. The recommendation of the TEC shall be final and binding on all the parties.
4. The bids received along with the required EMD shall be evaluated for eligibility to take part in the tendering process as described below.
5. Only the applicants who meet the initial eligibility criteria specified as above will be further evaluated on the basis of details furnished by them. The bidder will be shortlisted who secure a qualifying mark of 70 in the technical evaluation.
6. The shortlisted firms will be called for technical presentation to the committee of their credentials at IIIT Sri City.
7. The successful bidder firm will be selected based on Combined Quality cum Cost Based System (CQCCBS). Under CQCCBS, the technical proposals will be allotted weightage of 60% and the financial proposals will be allotted weightages of 40%. The total score, both technical and financial shall be obtained by adding them up.
8. Bid with the lowest quoted amount (L1) will be assigned a financial score of 100 and other bids will be assigned scores that are inversely proportional to their quoted amount.
9. If necessary, the authorized representatives of Institute will visit many / few projects / sites which are recently executed / being executed by the applicants, in order to evaluate the performance of the applicants. In such case, the applicant will be required to obtain / give them the necessary permission / facilities and arrangements for site visit as necessary.
10. Further, the TEC may seek additional information from the existing users at IIIT Sri City Chittoor or from other Institutes.

11. The contract will be awarded to the successful bidder at their quoted /negotiated amount.

**Scoring method based on the details submitted by the bidder:**

No	Criteria	Max. Marks	Score
A	Financial Strength		i. 60% marks for minimum eligibility criteria ii. 100% marks for twice the minimum eligibility criteria or more iii. In between (i) & (ii) – on pro-rata basis
1	Average Annual Turnover	10 Marks	
2	Solvency Certificate from Banker's	10 Marks	
B	Experience in Similar nature of works	15 Marks	i. 60% marks for high-rise buildings experience <b>without</b> shear wall criteria ii. 100% marks for high-rise buildings experience <b>with</b> shear wall criteria
C	Performance on work (Time Over Run)	15 Marks	
	If TOR =		1.0    2.0    3.0    >3.5
	(i) Without levy of Compensation		15    10    5    5
	(ii) With levy of Compensation		15    5    0    -5
	TOR = AT/ST, where AT = Actual Time; ST=Stipulated Time in the Agreement plus (+) Justified Period of Extension of Time. Note: Marks for value in between the stages indicated above is to be determined by straight line variation basis.		
D	Performance of work (Quality)	20 Marks	Outstanding – 20 Very good – 15 Good / Satisfactory / Fair – 10 Poor – 5
E	Shear wall shuttering material availability	20 Marks	i. 50% marks for <b>below 15000 Sqm</b> shuttering material availability ii. 100% marks for <b>above 15000 Sqm</b> shuttering material availability
F	Setting up of Tower crane & RMC Plant	10 Marks	i. 50% marks for having capacity for either Tower crane or RMC Plant ii. 100% marks for having capacity of both Tower crane and RMC Plant
	<b>TOTAL</b>	<b>100 Marks</b>	

The calculation for arriving at the total combined score (Quality and Cost) is given below.

Marks obtained by a Bidder for the technical bid = M

Amount quoted by the lowest bidder = L1

Amount quoted by a Bidder = L

Points for Financial proposal of the bidder =  $(L1/L) \times 100 = F$

Combined technical and financial score (H) of the bidder =  $M \times 0.6 + F \times 0.4 = H$

12. The bidder who secures the highest combined score H will be selected as the successful bidder Firm.

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**1. DEFINITIONS**

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

**1.1 Approved/Approval**

Approved/Approval shall mean approved/approval in writing.

**1.2 Approved Equal**

Approved Equal shall mean an alternative product or service approved by the Architect being equivalent to that specified in the Contract Documents.

**1.3 Architect**

Architect shall mean and their authorized nominees and representatives or such other firms/persons, as shall be nominated by the Owner from time to time.

**1.4 Construction Program**

'Construction Program' shall mean the program to be furnished by the Contractor along with the Tender as prescribed in Notice Inviting Tender and as accepted by the Owner.

**1.5 Contract**

The Contract shall mean the agreement between the Owner and the Contractor for the proper execution and successful completion of the work in accordance with the Contract Documents and further documents as may be expressly incorporated in the letter of intent/acceptance.

**1.6 Contractor**

The Contractor shall mean the person or persons, firm, company or consortium whose tender has been accepted by the Owner and includes the Contractor's legal representatives, successors and permitted assigns.

**1.7 Contractor's Representative**

The Contractor's Representative shall mean the person or party duly appointed by the Contractor under their firm, act for and on its behalf on a day-to-day basis during the construction of the Work and the Project. Any action to be taken by the Contractor may be taken on the Contractor's behalf by the Contractor's Representative. The Contractor's Representative shall be considered a "key person" for purposes of Section 11.1 of the General Conditions of Contract. The Contractor shall provide an authority letter designating the Contractor's Representative for the project.

**1.8 Contract Documents**

The Contract Documents shall collectively mean the documents to be listed in the Contract between the Owner and the Contractor and all modifications thereof and additions thereto incorporated in and made to any of those documents during the term of the Contract.

**1.9 Contract Price**

Shall mean the total of price referred to in the Contract Documents for the Contractor's performance of the Work.

The Contract Price is inclusive of all applicable, imposts or levies or duties of any kind whatsoever. The contract price shall be all inclusive price for completion of the works



under the contract and the Owner shall not be required to pay any other amounts or charges of any kind whatsoever in relation to execution of the project by the contractor as per the contract. Provided however that in case of any increase in current taxes or fresh imposition of any tax or other duties, such tax or other duties shall be borne by the party responsible to bear the same as per the applicable laws. The Owner shall not be responsible in any way whatsoever to pay any additional amount over and above the Contract Price.

The Contract is neither a fixed lump sum contract nor a piece work contract, but is an item rate contract to carry out the work according to the actual measured quantities at the rates contained in the schedule of rates and probable quantities as provided in the Priced Bill of Quantities with Detailed Specifications. Item rates quoted in the bid proposal shall be firm until the end of the contract.

The Contract Price shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) as indicated in the Letter of Intent/Purchase Order. Amounts in excess of this number, not approved in advance by the Owner's Representative shall be at the Contractor's expense.

The Contractor has to closely monitor the quantities and cost and obtain an Approval from the Owner well in advance for any change outside the scope of the Work which would cause the cost of the work to exceed the Contract Price as indicated in the Letter of Intent. Prices shall be firm until the final completion of the contract.

**No escalation on prices and wages shall be paid in this fixed and firm Contract. The BOQ Rates are firm and fixed and are inclusive of all Variations and Cost escalations till Completion of the Contract.**

**1.10 Defect(s) Liability Period**

Defect(s) Liability Period shall be after Virtual Completion and any period extended as a result of rectification of the Work/change orders, between the Virtual Completion and the Final Completion of the Work, and during which period the Contractor shall be bound to replace and/or rectify and make good all defective materials, equipment and/or workmanship which arise in the Works or come to notice subsequent to the Virtual Completion of the Works and prior to the Final Completion of the Works without requiring the Owner to bear any additional charges whatsoever. It being agreed that a minimum period of **12 months** from the Virtual Completion shall be the Defect Liability Period, unless otherwise specified by the Owner. It being further clarified that all complaints/ defects logged/ identified by the Owner until the last date of Defect Liability Period shall be rectified to the satisfaction of the Owner even if such rectification process continues post the Defect Liability Period.

**1.11 Drawings**

'Drawings' means all drawings, details and sketches along with the technical information therein, furnished by the Architect/ Consultant to the Contractor under the Contract and any modifications of such drawings or such other drawings as may be from time to time be furnished or approved in writing by PMC team. All shop drawings, samples, patterns, models, operation and maintenance manuals, Product data and other technical information of a like nature submitted by the Contractor shall be referred to as 'Drawings'.

**1.12 EHS Plan**

"EHS plan" means Environmental, Health and Safety Plan as per standards.

**1.13 Earnest Money Deposit (EMD)**

“Earnest Money Deposit” is defined as the money deposited along with the tender as security for the tender.

**1.14 Headings**

The headings in these General Conditions of Contract shall not be deemed to be part thereof or to be taken into consideration in the interpretation or construction thereof or of the Contract.

**1.15 Letter of Intent**

‘Letter of Intent’ shall mean the document issued to the successful tenderer by the Owner signifying the Owner’s in-principle intent to enter into the Contract.

**1.16 Measurement Books (e-Measurement books)**

The “measurement books” shall mean the books maintained during the currency of the project to record all measurements qualifying for payment. The contractor shall maintain measurement books of all work done by them. The contractor shall get the measurement books verified by the PMC team/owner periodically.

**1.17 Nominated Sub Contractor**

"Nominated Sub-Contractor" refers to those specialists, tradesmen and others, whose credentials as well as quotations are evaluated and approved by the Owner/ PMC team and then nominated for executing special works or supplying special equipment or materials, for which provisional sums are included in the Contracts. Such agencies shall be deemed to have been employed by the Contractor alone.

**1.18 Owner**

The Owner shall mean Indian Institute of Information Technology Sri City (IIITS), Chittoor, AP and the term Owner includes successors and assigns.

**1.19 Owner’s Representative**

Owner’s Representative shall mean an employee of the Owner duly authorized to represent the Owner at site. The Owners representative is IIITS Infrastructure team.

**1.20 Project**

Project shall mean the total execution of the Work performed under this Contract for the “Project Site” at Indian Institute of Information Technology Sri City (IIITS), Chittoor, 630, Gnan Marg, Sri City, Tirupati District, Andhra Pradesh.

**1.21 Site**

The Site shall mean the location at Indian Institute of Information Technology Sri City (IIITS), Chittoor, 630, Gnan Marg, Sri City, Tirupati District, Andhra Pradesh.

**1.22 Works**

“Works” shall mean and include all materials, plant and machinery, equipment and labour necessary to execute the Project in full compliance with the requirements of the Contract Document.

**1.23 Working day**

A working day is defined as any day between Monday and Saturday, both inclusive, and excluding any Public Holiday as notified by the Government of India/State Government.

**1.24 Public Holiday**

‘Public Holiday’ shall mean any day which is declared as a public holiday by Indian Institute of Information Technology Sri City, Chittoor.

**1.25 Project Coordination Services**

‘Project Coordination Services’ refers to those services, which need to be carried out by the Contractor in coordinating its work with the other agencies working at the Site as per instructions of the Owner/ Architect/ PMC team. Such services shall be at no extra cost to the Owner and must be to the full satisfaction of the Architect / PMC team/ Owner.

**1.26 Project Management Consultant Team (PMC Team)**

The ‘Project Management Consultant Team’ shall be the representatives assigned by the owner. The PMC team shall be authorized to represent and act on behalf of the Owner on a day-to-day basis during all stages of the Project. All communications, approvals and decisions to be taken in connection with the project shall be channeled through the PMC team.

**1.27 Project Completion Timeline’s**

The ‘Project completion timelines’ shall mean virtual completion of project and handing over the site to client as specified elsewhere in this contract from the date of letter of Intent (LOI).

**1.28 Records and Audits**

‘Records and Audits’ shall mean the books and records required to be maintained by the Contractor in such a manner, so as to enable the Owner/ PMC team to carry out effective financial control.

**1.29 Retention Money**

‘Retention Money’ shall have the meaning ascribed to it in the Schedule of Fiscal Aspects.

**1.30 References and Cross-References to Clause and Sub-Clause Numbers**

Unless specifically stated otherwise, all references and cross-references made to clause and sub-clause numbers in these General Conditions of Contract refer to the clauses and sub-clauses of the General Conditions of Contract itself.

**1.31 Schedule of Rates**

‘Schedule of Rates’ shall refer to the rates forming the basis for the Contract Price, as provided in a schedule to the Contract.

**1.32 Specifications**

"Specifications" means the technical specifications for the Work included in the Architect’s Drawings and the Civil/ Electrical/ PHE/ Other Works Technical Specifications, and any modification thereof or addition thereto.

**1.33 Singular and Plural**

Words in the singular also include the plural and vice versa where the context requires.

**1.34 Sub-Contractors**

“Sub-Contractors” shall mean the persons, firms, companies or agencies who after approval of the Owner/ Owner’s Representative/ PMC team, have entered into a direct Contract with the Contractor in respect of any part of the Work and any later package of

the Project, and include the Sub-Contractors' legal representatives, successors and permitted assignee. The Contractor shall have full responsibility for the actions and work of any Sub-contractor whether contracted by the Contractor to perform portions of the Work or any later package of the Project.

**1.35 Tender**

“Tender” shall mean the Contractor’s priced offer for execution and completion of Work and remedying any defects arising therein, in strict accordance with the Contract Documents as issued with the Tender and as per the agreement signed by the Contractor thereafter.

**1.36 Tender Documents**

“Tender Documents” shall mean Notice Inviting Tender with General Conditions of Contract, Special Conditions of Contract and Proforma of Bank Guarantee for Performance Bond, the Proforma of Bank Guarantee against Mobilization Advance, Proforma of Contract Agreement, Works Technical Specifications, Drawing – Site Location, Drawings of Architectural & Services Works and any other related documents, Bill of Quantities with detailed Specifications.

**1.37 Temporary Works**

Temporary works mean all temporary works of every kind required for the execution of the Work by the Contractor.

**1.38 Terms “and”, “or”, “and/or”**

The terms “and”, “or”, “and/or” used in context with the description or enumeration of two or more items or components of work of documentation or anything similar shall mean as is relevant and applicable to the text.

**1.39 Tests on completion**

Tests on completion shall mean all the system testing required to be done by the Contractor, to the entire satisfaction of Architect/ Consultant, Owner and Owner’s representative, prior to Handing over the project to the Owner.

**1.40 Vendors**

“Vendors” shall mean and include all suppliers, contractors, sub-contractors, nominated sub-contractors engaged for the Project.

**1.41 Written Notice**

Written Notice shall be deemed to have been duly served if delivered in person to the authorized representative of the firm / company for whom it is intended or if hand delivered at and a written delivery receipt obtained from such person. In case where written notice is sent by fax or courier service or speed post with acknowledgement to the last business address known to the party who gives the notice it shall be deemed to have duly served when it is actually served upon the other party.

**1.42 Virtual Completion**

Virtual completion shall be deemed to have been achieved upon a Virtual Completion Certificate being issued by the Owner/PMC Team, when the Work, according to the Owner, Architect and the PMC team, has been completed in every respect in conformity with the Contract Documents and are ready and fit for the intended purpose, complete with all systems and services having been tested and commissioned. Apart from the above, virtual

completion also includes contractor attending to snags and obtaining closure report on the snags, deep cleaning, as built drawings submission in approved format, Training to concerned facilities team and submission of O & M Manual along with other handover documents. The same shall be handed over to the owner in agreed format.

#### **1.43 Final Completion**

Final Completion shall be deemed to have been achieved when at the end of the Defects Liability Period, all snags identified by the Architect have been remedied to the satisfaction of the PMC team/owner, a Final Completion Certificate has been issued by the PMC team/owner when all the requirements of the Contract have been met and complied with and when all the defective items of Work and defects have been replaced and/or rectified and made good as directed by and to the satisfaction of the Owner.

#### **1.44 Force Majeure**

Force Majeure are risks due to riots (other than those among Contractor's or its subcontractor's/ supplier's employees) and Electrical commotion (in so far as both these are uninsurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, Electrical war, rebellion, insurrection, military or usurped power, an act of Government, an act of God, such as lightening, unprecedented floods, tornado, and damage from aircraft not attributable to the contractor and which act or event is beyond the reasonable control and not arising out of the fault of the contractor and the Contractor has been unable to overcome such act or event by the exercise of due diligence and reasonable efforts, skill and care, including through expenditure of reasonable sums of money.

### **2. SCOPE, EXTENT, INTENT AND OTHERS**

#### **2.1 Scope**

The general character and the scope of the work shall be as illustrated and defined in the Drawings, Specifications, BoQ and other Contract Documents. The quantities indicated in the BOQ are approximate and may increase or decrease. The final value of work done shall be based on the actual quantity executed at site multiplied by fixed unit rates.

#### **2.2 Extent**

The Contractor shall carry out and complete the work under the Contract in every respect, and work shall include the supply of all labour, equipment, materials, plant and machinery, tools, transportation, form work, scaffolding and all things necessary for the proper execution and successful completion of the work in accordance with the Contract Documents to the directions and satisfaction of the PMC team, Architect and the Owner.

The Contractor shall be fully responsible and liable for all matters in connection with or arising out of or being a result or consequence of its carrying out or omitting to carry out any part of the work. Where any parts of the work may be executed by or through Sub-Contractors, such responsibility and liability of the Contractor shall cover and extend to the work of all such Sub-Contractors.

#### **2.3 Intent**

The Contract Documents shall be binding on the Contractor/ Contractor's Representatives/ Sub-Contractors as the case may be. Wherever it is mentioned in the Contract Documents that the Contractor shall perform certain work or provide certain

facilities and services, it is understood that the Contractor shall do so at its own cost. Materials or work described in the Contract Documents which have a well-known technical or trade meaning, shall be held to refer to such recognized standards as are applicable to them.

**2.4 Instructions of Project Management Consultant team**

The Architect may from time to time, through the PMC team, issue further supplementary Drawings, written instructions, details, directions, and explanations, which shall be collectively referred to as the 'Instructions of PMC team'. The Contractor shall forthwith comply with and duly execute the work comprised in such Instructions of PMC team, provided always that verbal instructions, directions and explanations given to the Contractor or Contractor's Representative by the Architect or PMC team shall, if involving a variation, be confirmed in writing immediately thereafter by the PMC team.

**2.5 Approval of Project Management Consultant team**

Approval of the PMC team shall always mean approval in writing. The onus shall be on the Contractor to obtain all the necessary approvals in writing. Such approvals, however, shall not relieve the Contractor of any of its responsibilities under the Contract.

**2.6 Increases/Decreases to scope of Work**

The Owner reserves the right to increase or decrease the scope of the Work on any or all items or to change the nature of the Work involved in any or all items or to completely delete any items of the Work under the Contract. The Contractor shall not be entitled to claim for loss of anticipated profits, for mobilization of additional resources, or for any other such reason on account of these change orders. In the event that the Owner elects in writing to add an item to scope of the project or to delete an item from its scope, the Owner shall be entitled to increase/ reduce (as the case may be) an appropriate amount from the Contract Price.

**2.7 Items of work for completion**

The Contractor is bound to carry out any items of work necessary for completion of the Work (a) even though such items of work may not be expressly be described in the Contract Documents Or (b) if such work is necessary in the sole opinion of the Owner/ PMC team.

**2.8 Access for Owner, Architect and Project Management Consultant team**

The Owner, Owner's Representative, PMC team, the Architect, and their respective consultants shall at all times have access to the Work and the Site and to the workshops or other places of the Contractor where the Work is to be so executed and in workshops or other places of Sub-Contractors and Suppliers. The Contractor shall by a term in its Sub-Contracts so far as possible, secure a similar right of access to those workshops or places for the Owner, Owner's Representative, PMC team, Architect, and their respective consultants and shall do everything for the purposes of carrying out inspections ascertain and ensure that Work is being carried out in conformity with the Contract Documents or for any other purpose in connection with the Work under the Contract.

**3. PMC TEAM / OWNER'S REPRESENTATIVE, CONTRACTOR AND CONTRACTOR'S REPRESENTATIVE**

The status, duties and responsibilities of the PMC team/ Owner's Representative, and Contractor/ Contractor's Representative shall be as detailed below.

### **3.1 Role and Responsibilities of the Project Management Consultant team**

- i. The PMC team shall be responsible for the day-to-day supervision, progress monitoring, co-ordination and direction of the Project, and generally to ensure that the Work is carried out in all respects in strict conformity with the Contract Documents.
- ii. The PMC team shall have the authority to stop the Work whenever such stoppage may be necessary to ensure the proper execution of the Project. The Contractor shall provide all the necessary facilities to the Project Manager in the performance of his duties as a PMC team and shall comply with all instructions as may be issued by the PMC team. The Contractor shall refer all matters relating to the performance of the Contract to the PMC team. The Contractor shall not be entitled to claim extensions, extra costs or losses in this regard.
- iii. The PMC team shall observe sound and established engineering practices using latest standards, codes and regulations, as applicable for the purpose specified and suitable for respective uses intended. Supervision over the Contractor shall be maintained by PMC team who shall exercise constant and continuous supervision and control over quality, workmanship and materials, plant, machinery, equipment etc. used for the Project as and when may be required.
- iv. PMC Team Shall work in close co-operation and co-ordination with the Architect and the Owner for the execution of the Project in accordance with the Contract Documents.
- v. All communication by the Contractor with the Owner or the Owner's representatives shall be done through the PMC Team.

### **3.2 Decisions**

The PMC team in consultation with the Owner and/ or Architect/ Consultant, shall make decisions on all matters relating to the execution and progress of the Project, including the claims and queries of the Contractor. The decision, opinion, direction and interpretation of the PMC team (in consultation with Owner and/ or Architect/ Consultant), with respect to any or all matters including the following matters shall be final and binding on the Contractor, except for matters involving financial implications which shall be decided in consultation with and with the prior written approval of the Owner. Notwithstanding the generality of the foregoing, unless stated to the contrary, the decision of the PMC Team in respect of the following aspects / actions shall be final and binding upon the Contractor.

- i. Any discrepancy in the Drawings and Specifications;
- ii. The removal and/or re-execution of any work already executed by the Contractor.
- iii. The dismissal from the Site of any person employed upon the Work by the Contractor or the Sub-Contractor.
- iv. The opening up for inspection of any part of the Work covered up.
- v. All materials and workmanship used by the Contractor or the Sub- Contractors.
- vi. Everything that must be provided or done by the Contractor in order to properly execute and successfully complete the Work under the Contract.

- vii. Delay and extension of time involved in the execution of the Works (only with prior approval of Owner).
- viii. Supervising the replacing and/ or rectifying and making good all defective items of work and during the Defects Liability Period.
- ix. Removal of any material/ equipment/ plant and machinery brought by the Contractor to the Site for execution of the Work.

### **3.3 Role and responsibilities of the Contractor's Representative**

- i. The Contractor's Representative shall represent the Contractor at the Site. The Contractor's Representative shall be on Site at all times during performance of the Work and the Project Coordination Services and shall be responsible for the day-to-day interaction with the PMC Team/ Owner representative.
- ii. The Contractor's Representative shall have adequate experience in handling similar kind of projects, competent enough and have the authority to make and communicate all decisions called for in this Contract to be made by the Contractor. The Contractor's representative may be required to produce appropriate documentation and referrals in respect of previous assignments. The Contractor's Representative shall be responsible for the day-to-day supervision and oversight of the Project Coordination Services, including, without limitation, the EHS Plan implementation.
- iii. The Contractor shall submit to the Owner the name and other details of the Contractor's Representative within 10 days of execution of contract.

### **3.4 Contractor's responsibilities**

The Contractor shall have the following responsibilities in carrying out the Work and the Project Coordination Services.

- i. The Contractor shall, on the instruction of the PMC team/ Owner's Representative, immediately dismiss from the Work any person employed thereon by him who may, in the opinion of the PMC team and Owner's Representative, be incompetent or who engages in unlawful or disorderly conduct, and such persons shall not be re-employed on the Work without the prior written permission of the PMC team.
- ii. Contractor shall indemnify the Owner for loss suffered by the Owner on account of any act/ omission/ neglect of the Contractor's workers, employees and Sub-contractors etc.
- iii. The Contractor shall comply with all safety standards to the satisfaction of the Owner's Representative/ PMC team.
- iv. The Contractor shall take full responsibility for the management & supervision of the Sub-contractors and the Nominated Sub-Contractors and the Contractor's Representative. The Contractor shall act as an independent contractor in the performance of its obligations under the Contract. The employees and the Sub-contractors utilized by the Contractor shall not be construed as the Owner's employees and shall work under the control and management of the Contractor who shall be solely responsible for their acts.



- v. The Contractor shall be solely responsible for the payment of compensation and all statutory benefits of its employees and the employees shall be informed that they are not entitled to any of the Owner's employee benefits. The Contractor shall be solely responsible for payments of all statutory payments, dues including but not limited to provident fund, workers' compensation, disability benefits and unemployment insurance or for withholding and paying employment taxes for the Employees. The employees and the Sub-contractors shall affirm they are not employees of the Owner for any purpose and that they shall not exercise any rights, seek or be entitled to any benefit accruing to the regular employees of the Owner. The Contractor is responsible for complying with all statutory rules, acts, regulations in force as applicable and also responsible in respect of the subcontractors and nominated contractors engaged by him.
- vi. The Contractor shall ensure that all Sub-contractors engaged by it exercise such skill, care and technical competence to represent a high standard within their respective professions or trades as is appropriate for the satisfactory execution of their works.
- vii. The Contractor shall exercise constant and continuous supervision and control over the workmanship, materials, plant, machinery, equipment etc. used in the Work and report on the status of the same to the Owner's Representative and the PMC team as and when required in terms of the Contract.
- viii. Monthly Progress Report with site progress photos to be submitted to PMC. It is the contractor responsibility to attend all the progress review meetings convened as and when required and apprise the project progress status to stakeholders.
- ix. The Contractor shall be responsible for obtaining all necessary permits, approvals, certificates and the like and submit the same to the PMC team prior to the commencement of the Works.
- x. All the obligations and responsibilities of the Contractor under the Contract shall be duly fulfilled subject to the satisfaction of the Owner's Representative and the PMC team.
- xi. Any activity conducted or responsibility assumed by the Owner's Representative or the PMC team shall not relieve the Contractor of any of its obligations and responsibilities under the Contract.
- xii. The Contractor shall observe sound and established engineering practices in the execution and completion of the Works in accordance with the Contract. The Contractor shall use latest standards, codes and regulations, as applicable for the purpose specified and suitable for respective uses intended. The Contractor must keep at site the latest IS codes for quick referencing.

#### **4. SITE**

##### **4.1 Contractor to satisfy itself about site conditions**

The Contractor represents that before tendering for the Work, the Contractor has visited the Site and satisfied itself about the Site conditions for construction and for logistics and smooth flow of workmen and materials as well as permission from appropriate governmental authorities for this purpose. The Contractor has examined the Site and

taken note of the correct dimensions of the Work, and facilities for obtaining any special articles called for in the Contract Documents. The Contractor has also made its own assessment and obtained all information on the Site constraints and on all matters that shall affect the execution, continuation, progress, and completion of the Works. Any extra claims made in consequence of any misunderstanding, incorrect information on any of these points or on the grounds of insufficient description or information shall not be entertained or allowed at any stage. The costs of visiting the site shall be at the tenderer's own expense.

#### **4.2 Access to site by the Contractor**

The access to the Site shall be given immediately on award of the Contract to the Contractor and the Site shall be shared with other Vendors as applicable. The Contractor shall upon being given such access, commence the work and diligently proceed with the execution of the work in accordance with the Contract Documents. Access to the Site by the Contractor shall be merely a licence for carrying out the construction of the work under the Contract, and the Contractor shall not by his being allowed such entry on the Site, acquire any right, lien or interest either in the work carried out by them under the Contract or anything appurtenant or attached thereto or to any part of the Site, and its claim shall only be in the nature of money found due and payable to them in accordance with the payment certificates under the provisions contained herein. The Work shall be free from all liens, charges and claims of whatsoever nature from any party other than the Owner. The Owner shall have a lien over all work performed by the Contractor, Sub-Contractor and Vendors and also for the materials and equipment brought on Site by them.

#### **5. TYPE OF CONTRACT**

The Contract shall be an item rate firm and fixed Contract only to execute the Project according to the actual measured quantities, at the rates contained in the Bill of Quantities with detailed specifications. The Contractor shall be entitled to payment, in Indian Rupees, of no more than the Contract Price as stated in the Letter of Intent, in consideration of the Work performed and for the completion of the Work to the satisfaction of the Owner/ Owner's Representative/ PMC team. The Contractor understands and agrees that the amount payable is assessed on a re-measurable basis in accordance with the tendered rates. However, the Contract Price may be altered on account of a change order issued in accordance with **Clause 31 here to**.

The Contract Price shall include payment for the supply of all labour (including payment to the Sub-Contractors), equipment, materials, plant and machinery, tools, transportation, framework, scaffolding, and shall also include all applicable taxes including the GST, duties, octroi, levies, royalties, fees, insurance premiums, contributions towards employees benefits including ESI and PF and funds, provision and distribution of power and water and all services and activities constituting the Scope of Work defined in the General Conditions of Contract. The Contract Price shall also include the Contractor's establishment, infrastructure, overheads and all other charges, and shall generally be inclusive of every cost and expense required by the Contract to be borne by the Contractor and necessary for the proper execution and successful completion of the Work under the Contract in conformity with the Contract Documents and the best engineering and construction practices and to the satisfaction of the Architect, PMC team, Owner's Representative and the Owner.

No escalation of the prices shall be allowed during the period of the Contract for any

reasons whatsoever and the prices quoted by the Contractor shall be deemed to be fixed and constant throughout the duration of the Project and Defects Liability Period.

**6. TAXES, DUTIES ETC.**

As part of the Contract Price, the Contractor shall, in connection with the Work, include all applicable taxes including but not limited to GST for the above Work, and include all levies or royalties' payable on the materials and equipment forming part of the Work, now or hereafter imposed, increased or modified from time to time and shall also include any other statutory obligations. No claims on this account shall be entertained or allowed at any stage subsequently by the Owner. The Contractor shall co-operate with and render all necessary assistance to the Owner to enable the Owner to recovery of other indirect taxes, duties and the like.

**The GST paid on purchase of Materials shall be transferred as “Input Tax Credit” to the IIIT Sri City, Chittoor by the contractor.**

**7. NOTICES, FEES, BYE-LAWS, REGULATIONS, ETC.**

The Contractor shall comply with all applicable laws and government acts including the by-laws or regulations of local authorities relating to the Work in so far as construction, fabrication and installation activities are concerned, and it shall obtain from the local authorities all permissions and approvals required for the plying of trucks, construction machinery etc., and also for construction of temporary offices, labour camps, stores and other temporary structures in connection with the Work, and the Contractor shall give all notices and pay all fees and charges that are and that can be demanded by law thereunder. In the Contract Price for the Work, the Contractor shall allow for such compliance and work, and for the giving of all such notices, and shall include the payment of all such fees and charges. However, no title or proprietary interest of any kind shall be created in favor of the Contractor by virtue of erection of the temporary structures.

**8. LICENCES AND PERMITS**

The Contractor shall directly obtain all licenses and permits for the materials under Government control, and those required to be obtained by the Contractor for the execution of the Work. The Contract Price shall include all transportation charges and the other expenses that may be incurred in this connection.

**9. ROYALTIES AND PATENT RIGHTS**

All royalties or other sums payable by the Contractor in respect of the supply and use of any patented articles, processes or inventions for the carrying out of the Work as described by or referred to in the Contract Documents, shall be deemed to have been included in the Contract Price. The Contractor shall keep the Owner indemnified against all such demands as may arise on account of payment of royalties.

**10. INSURANCE**

Before commencing the execution of the Work, the Contractor, without limiting his obligations and responsibilities under this Contract shall insure in the joint names of the Contractor and Owner, against his liability for any material or physical damage, loss or injury which may occur to any property, including that of the Owner/ PMC team/ Architects, Sub-Contractors, Vendors or to any person including any employee of the

Owner/ PMC team /Architect, Sub-Contractors, Vendors or a member of the general public, by or arising out of the execution of the Work or in carrying out the Contract.

The contractor shall ensure that the Owner and PMC team are named as an additional beneficiary in all such insurances obtained. The contractor shall provide a copy of such policy on or before the date of execution of the Contract.

The Contractor shall insure against all such liabilities and shall continue such insurance during the currency of the Contract including the Defects Liability Period. Premium for all insurance policies shall be paid and borne by the Contractor and shall not be reimbursable.

The Contractor shall produce to the PMC team all certificates of insurance within 7 (seven) days from the date of letter of intent/award. These certificates shall be fully executed and shall state that the policies cannot be cancelled until completion of the Contract.

The Contractor shall obtain written confirmation of similar certificates from all Sub-Contractors and thereby assume responsibility for any claims or losses to the Owner resulting from failure of any of the Sub-Contractors to obtain adequate insurance protection in connection with their work and shall indemnify the Owner accordingly.

It shall be obligatory for the Contractor to obtain and retain for all relevant times the insurance cover (in the joint names of the Contractor and Owner) under the following policies.

**10.1 Contractor's All Risk Insurance Policy to inter alia cover the following**

- i. The entire contract value (including the Contract Price plus 10% of the Contract Price for the period of completion of the Works).
- ii. Electrical commotion, riots, war and other disturbances.
- iii. All Plant and machinery owned by the Contractor for the project.
- iv. Damage insurance against loss or damage by fire or any other disaster to the works.

**10.2 Third Party Insurance Policy**

The contractor shall take a third party insurance to cover for any damages to third party. This policy shall be effective up to the end of the Project including any extensions granted and shall include any damage to the properties including surrounding and adjacent properties and/or injury including death to the persons of the general public and anyone else deemed to be third party subject to individual claims not exceeding Rs.5,00,000/- limited to a maximum sum of Rs.50 Lakhs.

**10.3 Workman's Compensation Policy**

Policy to cover Contractor's liability under Workmen's Compensation Act 1923, Minimum Wages Act 1948, Contract Labour (Regulation and Abolition) Act 1970 and other relevant Acts listed elsewhere to cover the Contractors liability under the applicable labour laws. This shall be for the period up to Final Completion of the Work. The Contractor's liability under this policy shall also include the Sub-contractor's liability under the applicable labour laws.

**10.4 Failure to insure**

If the Contractor fails to comply with the terms of this clause, the Owner may affect the insurance and deduct the expenses from any moneys that may be or become payable to the

Contractor or may, at his option, refuse payment of any monies to the Contractor until the Contractor complies with this condition.

#### **10.5 No limit to liability**

In addition to the liability imposed by law upon the Contractor for injury (including death) to persons or damage to property by reason of the negligence of the Contractor or his agents, which liability is not impaired or otherwise affected hereby, the Contractor hereby assumes liability for and agrees to hold the Owner harmless and indemnifies him from every expense, liability, payment, claim by reason of any injury (including death) to persons or damage to property suffered on account of any act or omission on the part of the Contractor, his employees, agents, servants, workmen, suppliers or any of his Sub-Contractors, or any person directly or indirectly employed by any of them or from the conditions of the Site or any part of the Site which under the control of the Contractor or its employees or any of its Sub-Contractors, or any one directly or indirectly employed by either of them or arising in any way from the Work.

### **11. CONTRACTOR'S SITE ORGANIZATION, INFRASTRUCTURE AND RESOURCES**

#### **11.1 Contractor's representative and supervisory staff**

- i. The Contractor shall at its cost provide and ensure continued effective supervision of the Work with the help of the Contractor's Representative, assisted by full time qualified, experienced and competent engineers, supervisors, Safety officers, Safety stewards and adequate staff, to the satisfaction of the Owner's Representative and the PMC team for the entire duration of the Work.
- ii. The Contractor shall submit its proposed site organization chart for the approval of the PMC team, Owner's Representative and the Owner.
- iii. The Contractor's Representative shall be on the Site at all times as the Work and the Project progresses and shall be responsible for carrying out the Work to the true meaning of the Drawings, Specifications, Conditions of Contract, Schedule of Rates, the other Contract Documents, and instructions and directions of the Owner's Representative and the PMC team.
- iv. The instructions and directions given in writing to the Contractor's Representative or to any of its assistants at the Site by the Owner's Representative or the PMC team shall be deemed to be given to the Contractor officially. Attention is called to the importance of the Contractor requesting written instruction from the Owner's Representative or the PMC team before undertaking any Work where the PMC team's and/or Owner's Representative direction or instructions are required. Any such Work done in advance of such instructions shall be liable to be removed at the Contractor's expense and shall not be paid for unless specifically approved in writing by the PMC team and/or Owner's Representative, as the case may be. It shall be the Contractor's responsibility to provide written intimation to Owner's Representative or the PMC team, well in advance, all through the execution of the Project, if the work is likely to get disrupted or delayed due to non-issuance of drawings / instructions.
- v. All key staff employed at the Site by the Contractor shall be considered essential to the performance of the Work and the Project Coordination Services, and all key staff

shall be subject to the approval of the Owner's Representative. However, such approval shall not relieve the Contractor of any of its contractual obligations with respect to the staff employed by the Contractor. No staff including the resident engineer and other technical supervisory staff shall be removed or transferred from the Work without the prior written permission of the Owner's Representative or PMC team.

- vi. The Owner's Representative and PMC team shall, however, have the authority to order the removal from Site of any undesirable personnel from Contractor's side due to their misconduct, incompetence or negligence in the performance of their duties. If key staff becomes unavailable for performing the Work or the Project Coordination Services for reasons beyond the Contractor's control, the Contractor shall immediately notify the Owner's Representative to evaluate the impact of the same on the project. Prior to substitution or addition of any key staff, the Contractor shall obtain the Owner's Representative's written consent as to the acceptability of replacement or additions to such personnel.
- vii. The Contractor shall at all times be solely responsible for the acts, omissions, defaults and neglect of all of its representatives, agents, servants, workmen and suppliers and those of its Sub-Contractors.

#### **11.2 Man-power, plant and machinery**

- i. The Contractor shall at its own cost provide and install all equipment, materials, plant, cranes, hoists, ladders, and scaffolding, necessary for the execution of the Work in conformity with the Contract Documents to the satisfaction of the Owner's Representative and PMC team. All machines, tools, trucks, formwork material, man-power and everything else necessary for the proper and satisfactory execution and completion of the Work in accordance with the Contract Documents shall be provided by the Contractor at its own cost.
- ii. The Contractor shall within one week of the award of Contract submit a complete list of its manpower, plant and machinery for the approval of the Owner's Representative and PMC team, which approval however, shall not relieve the Contractor of any of its responsibilities, obligations and liabilities under the Contract. The Contractor shall augment its manpower, plant and machinery without extra cost to the Owner whenever required or so directed by the Owner's Representative/PMC team in order to conform to the approved construction program for the achievement of milestones and Virtual Completion of the Work.
- iii. All the tools, equipment and machinery provided by Contractor for the execution of the Project should be in perfect condition. Any fault or non- operation of the tools, equipment and machinery, shall be rectified immediately by the Contractor and no time extension to the approved construction program shall be allowed at all in the event of some fault of non-operation of tools, equipment and machinery.

#### **11.3 Contractor store, site offices and other facilities**

The Contractor shall at his own cost provide for the following:

- i. A temporary store shall be constructed by the Contractor at a mutually agreeable space within the Site. In the event of store being on upper floor or in an area with basement, the floor loading and the stacking must be as per the Owner's

representative or PMC team's standards, specifications and guidelines issued to the Contractor in this regard.

- ii. The Contractor shall, as per the requirements indicated by PMC team, also be responsible for providing a signage board at the project site (of size as determined by PMC team), which shall indicate the name of the Project and project facilitators.
- iii. For the projects requiring on-site testing facility, the Contractor shall also set up laboratory facility and install all the necessary testing equipment, with valid calibration. In case of any discrepancy or disagreement by the Consultant /PMC team /Owner's representative in tests conducted at site, or cases where tests are required to be conducted by an external agency on directions by the PMC team/ Owner's representative, such tests would be conducted at testing laboratory accredited by National Accreditation Board for Testing and Calibration Laboratories (NABL), Department of Science and Technology Government of India, in the fields of Mechanical, Chemical and Non- Destructive Testing as per ISO 17025-2005. All expenses towards such tests shall be fully borne by the Contractor.
- iv. Additionally, apart from the above mentioned samples when required samples for materials need to be submitted to the owner for in house testing to check the quality parameters at free of cost, if any deviation found necessary action shall be taken.
- v. The Contractor shall be responsible for obtaining specific permissions from the local/ State/ Central governmental authorities in this regard.

#### **11.4 Security**

The Contractor shall at its own cost provide at all times adequate number of watchmen/ security personnel to guard the Site, the materials and equipment, to the satisfaction of the Owner's Representative/ PMC team. The Contractor shall at all times be fully responsible for the security of all materials and equipment on the Site, whether its own or those of any Sub-Contractor. Neither the Owner nor the Owner's representative / PMC team shall be responsible for any loss due to theft, fire, accident or any other reasons, whatsoever. Additionally, the Contractor shall, within seven days of the execution of the Contract, provide all necessary details of the security agency providing the watchmen/ security personnel for obtaining the written approval of the PMC team.

#### **11.5 Meeting room, First Aid Centre**

Contractor needs to provide the below mentioned facility at site at his own cost, No separate cost shall be paid.

- i. Conference room approx. 10 to 15 pax for site meetings with all required furniture such as AC, Office Tables, revolving chairs, White & pin up board, printer, internet connectivity.
- ii. First Aid center to be maintained with proper furniture, the same shall be used by the team for periodic health checkup for workers and staff
- iii. Regular Housekeeping in and around the working site.

#### **11.6 Survey Equipment**

The Contractor shall arrange at its own cost, the survey equipment and surveyor has to be

stationed full time at site till the completion of the Project.

#### **11.7 Sanitary Convenience**

The Contractor shall install and provide for adequate sanitary equipment in accordance with the Owner representative/ PMC Team guidelines issued to the Contractor in this regard. The Contractor shall provide for separate arrangements for male and female workers/ staff and employees at the Site. The contractor shall be responsible for the complete maintenance of the toilet facility throughout the tenure of the project.

#### **11.8 Water and electricity**

##### ***Water for works and labour hutments etc.,***

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. That the water used by the contractor(s) shall be fit for constructions purposes to the satisfaction of the Engineer-in-Charge.

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.

Water if available may be supplied to the contractor by the Institute subject to the following conditions:

- i. The water charges as actual shall be recovered progressively from R.A. Bills.
- ii. The contractor(s) shall make his/their own arrangement of water connection, calibrated meter and laying of pipelines from existing main of source of supply.
- iii. Non-availability of water for any reasons whatsoever shall not constitute any reason for delay, extra claims or additional cost incurred for the performance of this contract.
- iv. The Institute does not guarantee to maintain uninterrupted supply of water and it will be incumbent on the contractor(s) to make alternative arrangements for water at his/their own cost in the event of any temporary break down in the IIIT water main so that the progress of his/their work is not held up for want of water. No claim or damage or refund of water charges will be entertained on account of such break down.

Water required for day-to-day work i.e., for construction work as well as providing adequate drinking water to the laborer should be the responsibility of the contractor. No subsequent claims for extra water leads shall be entertained under any circumstances.

The water used in the work shall conform to Specifications as per IS standards. The contractor should make arrangement for storage of sufficient quantity of water required at least for a day's work.

##### ***Electricity for works and labour hutments etc.,***

- a. Electric power both for construction and lighting shall be made available by the Owner at one point within site or near site on chargeable basis as actual shall be recovered progressively from R.A. Bills, minimum power factor 0.95, power factor below than 0.95, penalty as per APDISCOM tariff. The contractor shall arrange at



his own cost the necessary calibrated miter, switch board, and other switch gears, etc., and shall be responsible for their maintenance.

- b. Non availability of power for any reasons whatsoever shall not constitute any reason for delay, extra claims or additional cost incurred for the performance of this contract.
- c. Further distribution shall be done by the Contractor at his cost as per approved layout. He shall provide required clearances for overhead lines to facilitate easy movement of machinery. These overhead lines shall be shifted and rerouted at the contractor's cost during execution of work if the same are found to obstruct any other work of any agency working at site or requires to be shifted due to unforeseen reasons.
- d. On completion of the work, the contractor shall, after obtaining permission from the PMC team, remove all wiring installed by him and make good, any disturbance or damage done, to the satisfaction of the EIC.
- e. The contractor shall employ a certified and licensed Electrician for carrying out this work.
- f. The Contractor shall be responsible at all times for all matters in connection with the distribution, use and consumption of power. Should any accident by way of damage and / or electrocution or injury occur in connection with such distribution, use and consumption of power, the Contractor shall be fully responsible for all such accidents and shall bear and pay all costs and expenses that arise due to and as a consequence of such accidents. The Contractor shall indemnify the Owner from and against all claims in this regard.
- g. The source of power provided to the Contractor shall be from grid power. However, to deal with any exigencies of Power supply the Contractor shall, at his own cost, make adequate standby DG sets etc. arrangements, for the supply. The Owner shall not be responsible or liable for any power failures or shortages or excess requirements. No extension of time shall be granted for any delays caused in connection with the supply of Power.

Sl. No.	Item Description	Rate at which contractor will be charged	Remarks
1	Water for Construction Purpose & Labour hutments	Rs. 60 per kilo liter [Applicable changes from Sri City will be intimated]	One source point at the site of work will be issued.
2	Water for Drinking Purpose	Its contractor's responsibility to arrange drinking water.	NIL
3	Electricity for Construction Purpose & Labour hutments	As per the prevailing rate from time to time.	One source point at the site of work will be issued.

### **11.9 First Aid Equipment**

The Contractor shall establish a fully equipped and staffed first aid center on the Site to deal with accidental injuries and workers health.

### **11.10 Safety Equipment**

The Contractor shall provide all the personal protective equipment's like safety helmets, safety boots/shoes, protective clothing, etc., at its own cost to the Owner's, Owner's

Representatives, PMC teams, Architect's & their team within three days from the issuance of the Letter of Intent of the Tender.

#### **11.11 Labour hutment**

The Contractor shall provide at his own cost labour hutment/staff quarters complete with standard ventilation, lighting and sanitation facilities. **Limited Space shall be provided outside the Site area for such hutments/Staff quarters. The applicable lease charge for the land thus given should be paid by the contractor to the owner, i.e., Sri City (P) Ltd.** Open defecation shall NOT be permitted in and around the labour hutments.

#### **11.12 Scaffolding, Staging, Guard Rails, Barricades**

The Contractor shall at its cost provide steel scaffolding, staging, guard rails, barricades and safety barriers around all openings and at all edges, temporary stairs and other temporary measures required during the Project. The supports for the scaffolding, staging guard rails, barricades and safety barriers and temporary stairs shall be strong and adequate for the particular situations, tied together with horizontal pieces and braced properly. The temporary access to the various parts of the building under construction shall be rigid and strong enough to avoid any chance of mishaps. The entire scaffolding arrangement together with the staging, guard rails, barricades and safety barriers, and temporary stairs shall be to the approval of the PMC team/Owner which approval shall not relieve the Contractor of any of its responsibilities, obligations and liabilities in relation to the safety requirements and for timely completion of the Work in accordance with the approved construction schedule. The use of wooden scaffolding on the Site is strictly forbidden.

#### **11.13 Temporary Task Lighting and Temporary Ventilation**

The Contractor shall make its own arrangement in respect of the provision of adequate lighting at all places where its workmen are engaged for carrying out the Work in a proper, safe and satisfactory manner. The contractor shall also provide general lighting in common areas such as entrances, staircases, etc. with minimum LUX level requirements besides illuminating the work places.

The Contractor shall, at its cost, make necessary arrangements in respect of provision for means of proper ventilation (natural as well as artificial) at all places where its workers are engaged in carrying out the work.

#### **11.14 Protection of Environment**

The Contractor understands that the Site must be free from pollutants at the time of access to the Site and commencement of the Work. The Contractor shall comply with all applicable environmental laws and regulations and shall ensure that the Site is and remains free from pollutants till the end of the Project. The Contractor shall ensure inter alia, that neither the soil nor the ground water is polluted or contaminated by fuels or lubricants emitted by machinery operated on the Site or by other dangerous or poisonous substances which are or are deemed to be hazardous to the environment. Notwithstanding the above, the Contractor shall comply with all the directions and decisions of the PMC team/owner in this regard and all applicable environmental legislations in relation to the same including obtaining statutory consents and approvals as may be required.

### **12. LABOUR REGULATIONS**

#### **12.1 Regulations**

The Contractor shall be solely responsible for full compliance with the provisions under all the applicable labour laws and/or regulations such as Payment of Wages Act 1948, the Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996, Employees Liability Act 1938, Workmen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961, the Employees Provident Funds and Miscellaneous Provisions Act 1952, the Employees State Insurance Act, 1948, the Contract Labour (Regulation and Abolition) Act 1970 and the Factories Act 1948 or any modifications thereof or any other law relating thereto and rules there under introduced from time to time.

The Contractor shall assume liability and shall indemnify the Owner from every expense, liability or payment by reason of the application of any labour law, act, rules or regulations existing or to be introduced at a future date during the term of the Contract. Insurance cover towards the above shall be effected by the Contractor as called for in clause 10. In general, in respect of all labour directly or indirectly employed in the Work for the performance of Contractor's part of the Contract, the Contractor shall comply with all the rules framed by the Government authorities concerned from time to time for protection of the health and welfare of the workers. 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 and under any other applicable rules before the commencement of the Work and continue to have a valid license until the completion of the Project.

The contractor shall submit proofs of compliance to all statutory laws as applicable to the PMC team/Owner's representative as and when asked for.

#### **12.2 Child Labour**

The Contractor **shall not employ any labour less than 18 years of age** on the job. If female labour is engaged, the Contractor shall make necessary provisions at its own expense for safeguarding and care of their children and keeping them clear of the Site. No children shall be permitted on the Site.

#### **12.3 Payment of wages**

The Contractor shall be responsible for the payment of wages to the labour employed by him either directly or through Sub-Contractors, as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and the Contract Labour Regulation and Abolition of Central Rules 1971. The Contractor shall abide by the provisions of the Payment of Wages Act, the Minimum Wages Act and other labour laws and regulations applicable to the labour engaged in the Work, as laid down by the concerned local authorities. The Contractor shall, within, 7 days of issuance of Letter of Intent, furnish a copy of the current minimum wages applicable to the workmen engaged on the Project, as notified by State or Central regulatory authorities, applicable to the region of the Project, for all trades involved in its Work. The wages paid with mandatory ESI, PF, Bonus (if applicable), in a list along with proof of payment will be submitted on monthly basis.

#### **12.4 Model Rules**

The Contractor shall at its own expense comply with or cause to be complied with, Model Rules for labour welfare framed by Government or other local bodies from time to time for the protection of health and for making sanitary arrangements, Malaria control, etc.

for workers employed directly or indirectly on the Work and in the worker's hutment area. In case the Contractor fails to make arrangements as aforesaid, the Owner shall be entitled to do so and recover the cost thereof from the Contractor.

#### **12.5 Safety Codes**

In respect of all labour, directly or indirectly employed on the Project for the performance and execution of the Contractor's Work under the Contract, the Contractor shall at its own expense arrange for all the safety provisions as listed in (i) Safety codes of Bureau of Indian Standards, (ii) The Electricity Act, (iii) The Mines Act, and Regulations, Rules and Orders made there under and such other Acts (Central or State) as applicable.

All precautions as stated in the safety clause are the minimum necessary and shall not preclude the Contractor taking additional safety precautions as may be warranted for the particular type of work or situations. Mere observance of these precautions shall not absolve the Contractor of its liability in case of loss or damage to property or injury to any person including but not limited to the Contractor's labour, the Owner's, Architect's, Owner's Representative's and PMC team or any member of the public or resulting in the death of any of these.

Protective gear such as safety helmets, boots, belts etc. shall be provided by the Contractor at its own cost to all its man-power at the Site. The Contractor shall impose such requirements on all Sub-Contractors and Vendors also. It shall be the responsibility of the Contractor to ensure that such protective gear is worn at all times by all personnel working at the Site during the term of the Project. The Owner and PMC team / Owner's Representative shall each have the right to stop any person not wearing such protective gear from working on the Site.

In case the Contractor fails to make arrangements and provide necessary facilities as aforesaid, the Owner shall be entitled to do so and recover the costs thereof from the Contractor. The decision of the Owner's Representative in this regard shall be final and binding on the Contractor.

#### **12.6 Safety/Site Conditions**

The Contractor shall take full responsibility for the adequacy, stability and safety of all Site operations and ensure that the methods of carrying out the Work and the Project by the Contractor including its workmen, employees, Sub-Contractors and Vendors meet all the necessary safety standards including but not limited to requirements of the EHS Plan. In order to fulfil this obligation, the Contractor shall appoint a permanent Safety Officer for the Site. The Contractor shall institute and implement to the satisfaction of the PMC team/owner a construction safety program, including

- i. Preparing a Site-specific written safety program consistent with the EHS Plan, Indian law and best practices. As a minimum, the program shall require applicable safety equipment for all workers, use of barriers and barricades around potentially dangerous areas, protection of workers working under elevated conditions, accident reporting, first aid provisions etc.
- ii. Weekly safety reviews and 'risk assessments' shall be carried out in conjunction with the Project Management and the Owner in order to identify potential safety hazards and to mitigate against them.

- iii. The Contractor shall be required to provide all personnel entering the Site an identity and safety rules card and verbal explanation of the safety program.
- iv. The Contractor shall mandate that all Sub-Contractors and other workers under the responsibility of the Contractor (including the Vendors or later phases of the construction of the Project) to adhere to the written safety program as per approved format.
- v. The Contractor shall have the full responsibility for maintaining the Site in good and clean condition and removing all trash and debris on a daily basis to the satisfaction of the PMC team/owner. The Contractor is responsible for providing adequate sanitary facilities and maintaining them in a clean and healthy condition. If the Contractor fails to comply to the above conditions, the owner shall have the authority to get the same cleaned by an external agency and debit the same to the Contractor's account.

If, by reason of any accident, or failure, or other event occurring to, in, or in connection with the Project, or any part thereof, either during the execution of the Work, or during the Defects Liability Period, any remedial or other work is, in the opinion of Owner's Representative or the Project Management urgently necessary for the implementation of the safety program of the Project by the Contractor and the Contractor is unable or unwilling at once to do such work, the Owner's Representative or the PMC Team shall be entitled to employ and pay such other persons to carry out work as the Owner's Representative or the PMC Team may consider necessary in this regard. If the work or repair so done by the Owner's Representative or the PMC team is work which, in the opinion of the Owner's Representative or the PMC Team, the Contractor is liable to do at its own cost, then all costs consequent thereon or incidental thereto shall be recoverable from the Contractor and may be deducted by the Owner's Representative or the PMC Team from any of the Retention Money (as defined in Schedule of fiscal aspects) and any moneys due or to become due to the Contractor and the Owner's Representative or the PMC team shall notify the Contractor accordingly, provided that the Owner's Representative or the PMC Team shall, as soon after the occurrence of any such emergency as may be reasonably practicable, notify the Contractor thereof.

The Contractor shall ensure that all operations by the Contractor, its workmen, employees, Sub-Contractors to complete the Project and the remedying of any defects therein shall, so far as compliance with the requirements of this Agreement permit, be carried on so as not to interfere unnecessarily or improperly with

- a) the convenience of the public, or
- b) the access to, use and occupation of public or private roads, railways and footpaths to or of properties whether in the possession of Owner or of any other person.
- c) the Owner's operation and utilization of the facility at the Site; and
- d) the Work of Vendors.

If any hazardous or obnoxious materials (as defined by Indian law) are specified for use or are being used by Vendors, the Contractor shall keep record of such material and forthwith give written notice to the Owner and shall ensure that the Sub-Contractors and Vendors, as applicable, use, store and dispose of such hazardous or obnoxious materials strictly in accordance with all applicable laws.

**12.7 Additional Safety Regulations**

The Contractor shall continuously maintain adequate protection for the Work against fire and other hazards and shall protect the Owner's property and the Site from damage or loss during the performance of this Contract. The Contractor also shall adequately protect property adjacent to the Site.

The Contractor shall take all necessary precautions for the safety of its employees, Subcontractors and the Vendors performing the Work and shall comply with all applicable safety laws and regulations to prevent accidents or injury to persons on, about, or adjacent to the Site.

The Contractor shall be responsible for co-ordinating a safe working program with the Owner's Representative and the PMC team. Such a program shall include, and the Contractor shall be responsible for maintaining, the following safe working conditions and practices

- i. All combustible material, food matter, garbage, scrap, and other debris generated during the performance of the Work shall be collected and removed from the Site daily. Arrangements for scrap burning should be discussed with Owner's representative.
- ii. An adequate number and type of fire extinguishers shall be provided at the Site for fire control and shall be kept/maintained in satisfactory and effective working condition, at all times.

**12.8 Requirement of Fire Extinguishers**

Each gas welding or burning, arc welding unit, tar pot, or open flame unit requires a fire extinguisher with it during operation.

**12.9 Requirement of Equipment**

The availability of fire blankets is recommended at the Site. Other equipment related conditions are as follows

- i. The Contractor shall use all equipment which is in good condition. The Contractor shall not use or permit to be used the Owner's equipment and the Owner shall not use the Contractor's equipment without prior written permission of the other.
- ii. When working in an occupied building or area, the Contractor must before commencement of work familiarize itself with the hazards of that area, such as the location of flammable substances and toxic fumes.
- iii. Materials and equipment intended for installation in the Work as well as the Owner's equipment and materials already in place are to be protected at all times from debris, weather, or any damage. The Contractor shall take all steps necessary to ensure the preservation condition of such equipment.
- iv. The Contractor's materials, tools, and equipment shall be stored only in areas approved by the Owner for this purpose.
- v. Site access and parking by the Contractor's personnel shall be at locations designated

by the Owner/ PMC team. Only the Contractor's personnel necessary for the performance of the Work shall be permitted access to the Site. The Contractor and its employees and Sub-contractors shall adhere to all speed limits and traffic regulations at the Site.

- vi. The Contractor and its employees and subcontractors shall strictly obey all "No Smoking" restrictions.
- vii. The Contractor shall not operate or use or manipulate utilities at the Site without the Owner's prior written approval.
- viii. No valves shall be turned off or on, or electrical disconnect switches operated except in an emergency. Any required utility "shut downs" shall be scheduled and coordinated by the Owner's Representative.
- ix. The Contractor shall make any requests for utility manipulation or "shut downs" in writing to the PMC team at least five day's advance notice.

#### **12.10 Safety with regard to site and housekeeping**

- i. The use of intoxicants or unlawful drugs at the Site, in any degree, shall be strictly prohibited. The Contractor shall rigorously enforce this regulation.
- ii. When overhead work is in progress in or around an occupied area, signs to denote such work prominently displaying "Overhead Work" shall be used or the area shall be protected by barricade.
- iii. Dusty work, such as concrete breaking or demolition, in or near occupied areas, shall proceed only after wetting down the area and taking steps necessary to prevent dust from penetrating occupied areas and creating a nuisance.
- iv. Care shall be taken not to block any door, passageway, safety exit, fire-fighting equipment, or safety equipment with materials or equipment.
- v. Contractor shall maintain general cleanliness at site. All waste and debris shall be stored at designated place and disposed regularly.
- vi. Materials must be piled, stacked, or stored in a neat and orderly manner. All stacking, whether inside or outside a building, shall be parallel to or at right angles to the building line or fence.
- vii. When noisy operations of a prolonged nature are necessary in or near an occupied area, arrangements must be made with the Owner's Representative for scheduling to minimize any nuisance in the occupied area.

#### **12.11 Non-compliance of Regulations (NCR)**

If the PMC team or the Owner's Representative notifies the Contractor of non-compliance with the foregoing regulations, the Contractor shall immediately, if so

directed, or in any event not more than Twenty-four (24) hours after receipt of such notice, make all reasonable efforts to correct/ rectify such non-compliance. If the Contractor fails to do so, the Owner may suspend all or any part of the Work. The, Owner shall lift the suspension of the Work only upon the satisfactory corrective action undertaken by the Contractor in this regard. The Contractor shall not claim any extension of time to complete the Work or additional fees due to any such work suspension.

**For Major Issue** The contractor needs to dismantle the work and redo as directed by PMC Team/Client/Consultant

**For Minor Issue** The contractor needs to do rectification, if he fails to do penalty shall be imposed and appropriate action shall be taken by the committee members of PMC Team, client, consultant.

#### **12.12 Implementation of Safety Measures**

Not with standing anything herein before contained, particularly in clause 12.5, 12.6 and 12.7, the Contractor shall be liable to ensure and implement all safety measures, whether or not statutorily prescribed, to safeguard, preserve and protect the life, health and welfare of every workman employed/deployed/engaged directly or indirectly by the Contractor on the Site and in relation to or connected with the Work and all Vendors employed in later phases of the Project in addition to installing, providing every prescribed safety and protective equipment, clothing etc., and the mere absence of any reference to or specification of a particular statute or rule or regulation in this Contract shall not absolve the Contractor of an obligation to comply with every such law, rule or regulation. The obligations stipulated in clauses 12.5, 12.6 and 12.7 shall not in any manner be deemed to limit or restrict any obligation or duty that any law, rule or regulation may otherwise impose upon the Contractor. The Contractor shall be liable for all consequences/liabilities arising out of its violating any of the aforesaid provisions, including fines, penalties, compensations, damages, prosecutions, proceedings, medical expenditure and costs, rehabilitation costs and all other expenses connected therewith.

#### **13. CONTRIBUTION TOWARDS EMPLOYEE BENEFITS, FUNDS ETC.**

The Contractor shall include in the Contract Price all expenses necessary to meet its obligations for making contributions toward employee benefits funds (Such as provident fund, ESI benefits, old age pension and/or any other benefits/compensation legally payable) in compliance with all the statutory regulations and requirements. All records in this connection shall be properly maintained by the Contractor and produced for scrutiny by the concerned authorities, the PMC Team and the Owner whenever called for.

#### **14. SETTING OUT AND SITE SURVEYS**

The Contractor shall establish, maintain and assume responsibility for all bench marks and grid lines, and all other levels, lines, dimensions and grades that are necessary for the execution of the Work, in conformity with the Contract Documents. The Contractor shall establish its relation to the permanent benchmarks and boundary lines established at the Site. The Contractor shall verify and co-relate all the survey data available at the Site before commencing the Work and shall immediately report in writing any errors or inconsistencies to the PMC team/owner. Commencement of Work by the Contractor shall be regarded as its acceptance of the correctness of all survey and setting out data available at the Site and no claims shall be entertained or allowed in respect of any errors or discrepancies found at a later date. If at any time error in this regard appears during its progress of the Work, the



Contractor shall at its own expense rectify such error to the satisfaction of the PMC team/ Owner.

The approval by the PMC team /owner of the setting out by the Contractor shall not relieve the Contractor of any of the responsibilities, obligations, and liabilities under the Contract.

The Contractor shall be entirely and exclusively responsible for the horizontal, vertical and other alignment for all levels and dimensions and for the correctness of every part of the Work, and he shall rectify effectively any errors or imperfections therein. All such rectifications shall be carried out by the Contractor at its own cost and to the instructions and satisfaction of the owner.

The Contractor shall employ qualified surveyors to carry out all the surveys and setting out works in this regard.

**15. DRAWINGS, SPECIFICATIONS, INTERPRETATIONS ETC.**

Within 10 days from the issue of Letter of Intent, the Contractor shall be furnished by the PMC team and/or Owner's Representative with one copy each of the Conditions of Contract, Specifications, and Schedule of Rates, without cost to Contractor for its own use and for the use of its Sub-Contractors until the completion of the Contract. Additional copies of Contract Documents shall be supplied on payment at actual cost basis.

Two copies of the working drawings shall be provided by the Architect through PMC team to the Contractor as the Work progresses. The time and the date for the provision of the Drawings shall be mutually agreed between the Contractor and Owner's Representative/PMC team/Architect in conformity with the construction program and with due regard for the need to order and specify materials and equipment to the Site. Additional copies of the construction status drawings shall be supplied on payment at actual cost basis.

In general, the Drawings shall indicate the dimensions, positions and type of construction, the Specifications shall stipulate the quality and the methods and performance criteria, and the Schedule of Rates shall indicate the rates for each item of work for evaluating change orders. However, the above Contract Documents being complementary, what is called for by any one shall be binding as if called for by all.

Matters not contained in the Specifications and in case of any ambiguities in the written Specifications of the Contract, the Works shall be executed as per relevant BIS codes. If such codes have not been framed, the decision of the Architect/PMC team shall be final.

Any Work indicated in the Drawings and not mentioned in the Specifications or vice versa, shall be deemed as though fully set forth in the Drawings or Specifications as the case may be. Work not specifically detailed, called for, marked or specified, shall be the same as similar parts that are detailed, marked or specified.

From time to time during the progress of the Work, the Contractor shall be issued with revisions of Drawings and written instructions by the PMC team in connection with and necessary for the proper execution and successful completion of the Work. All such revisions of Drawings and written instructions shall be part of the Contract Documents and the Contractor shall be bound to carry out the work that is shown and detailed on all such Drawings and shall be bound to follow and comply with all such Instructions.

All Drawings and their subsequent revisions shall be issued to the Contractor by listing such Drawings on the transmittals by the PMC team/owner. The Contractor shall maintain a Drawing register listing all Drawings and their latest revisions. All superseded Drawings shall be so stamped and withdrawn from circulation at the Site. It shall be the responsibility of the Contractor to ascertain and ensure that all the Work is carried out in accordance with the latest revisions of the Drawings issued to him. Should the Contractor fail to do so, all the rectifications and remedial work that may be required to conform to the latest revisions of the Drawings shall be at the Contractor's sole expense.

Wherever it is mentioned in the Conditions of Contract, Specifications, and other Contract Documents that the Contractor shall perform certain work or provide certain facilities, it is understood that the Contractor shall do so at its own cost, unless otherwise provided in the said Documents.

The Contractor shall immediately in writing bring any errors or inconsistencies in the Drawings and Specifications to the attention of the PMC team for interpretation or correction before proceeding with the affected portion of the Work, and no claims or losses alleged to have been caused by such discrepancies shall be entertained or allowed at any stage. Local conditions which may affect the Work shall likewise be brought to the PMC team/owner attention at once. If at any time it is discovered that work, which has been done or is being done is not in accordance with the approved Drawings and Specifications, the contractor shall correct the work immediately. Correction of such work shall be at the expense of the Contractor and shall not form a basis for any claims for payment or extension of time. The Contractor shall carry out all the rectification work only after obtaining the approval for the same from the PMC team/owner.

The Contractor, in the execution of the Work, shall make no deviations from the Drawings, Specifications, and other Contract Documents. Interpretations and clarifications shall be issued by the PMC team/owner which shall be binding on the Contractor.

No scaling of any Drawing shall be done to obtain the dimensions. Figured dimensions on the Drawings shall be used for carrying out the Work. Drawings with large scale details shall take precedence over small scale Drawings. Where any Drawings and details have not been provided but are necessary for the execution of the Work, it shall be the responsibility of the Contractor to seek these drawings and details in writing from the PMC team/owner at least four weeks prior to the latest date by which the Contractor needs these drawings and details to suit the programmed execution of the Work. No extension of time shall be allowed for any delays caused due to the Contractor's failure to seek such details.

Drawings, Schedule of Rates, Specifications, and other Contract Documents, and all copies thereof furnished by the PMC Team shall be treated the Owner's property at all times. Such Drawings, Schedule of Rates, Specifications, and other Contract Documents shall not be used on any other work and shall be returned to the Owner at its request or at the completion of the Work in accordance with the Contract.

In case of any discrepancy in the interpretation of drawings, the decision of the PMC team/Owner shall be binding.

**16. ASSIGNMENT AND SUBLETTING / SUB-CONTRACTING**

The Contractor shall not assign this Contract or any part of it. The Contractor may, however, sub-contract any part of the Work with the prior written consent of the PMC team and the Owner's Representative. The Owner/ Owner's representative/ Architect/ PMC team reserves the right to review and approve each Sub-contractor which the Contractor recommends at any time to engage to perform any services before such Sub-contractor is hired or performs any service. Any permission to sub-contract any parts of the Work shall not relieve the Contractor from any of its responsibilities, obligations, and liabilities under this Contract. In case of subletting, the main contractor will become Principal employer, but will render a certificate that ESI, PF are deposited with details.

**17. NOMINATED SUB-CONTRACTORS**

As soon as practicable, but **at least one week** before awarding any sub-contract, the Contractor shall submit to the Architect, PMC team and the Owner's Representative in writing the names of the Nominated Sub-Contractors proposed for any part of the Work, for the approval of the same by the Architect, PMC team and the Owner's Representative. The Contractor shall employ such Sub-Contractors only after he has received confirmation in writing of such approval from the PMC team and the Owner's Representative. Such approval, however, shall not relieve the Contractor of any of its responsibilities, obligations and liabilities under the Contract. The Contractor shall be responsible for the acts, defaults, omissions and neglect of all Sub-Contractors and their agents, servants and workmen. The Contractor shall not employ any Sub- Contractor to whom the Project Management or the Owner's Representative object and/or does not approve. The Architect may by written instruction inform the Contractor, waiving the need for the Architect to specifically approve the Sub-Contractors in addition to the approval of the PMC team.

**18. SEPARATE CONTRACTS**

The Owner reserves the right to enter into separate other contracts in connection with the Project. The Contractor shall afford other contractors reasonable opportunity for their access to the Site, for the storage of their materials, and for the execution of their work, or if specified give assistance to such contractors for such purposes as are specified. The Contractor shall properly connect and co-ordinate its Work with that of the other contractors that may be employed or engaged by the Owner. If any part of the Contractor's Work depends for its proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report in writing to the PMC team/owner, any defects in such work that render it unsuitable for such proper execution and results. The Contractor's failure to inspect and report such defects shall constitute as an acceptance of the other contractor's work as fit and proper for receiving the work of the Contractor.

**19. CO-ORDINATION OF WORK**

At the commencement of the Work, and from time to time, the Contractor shall co-operate with other contractors, Sub-Contractors, persons engaged on separate contracts in connection with the Project, Vendors and the PMC team and with the Owner's Representative for the purpose of the co-ordination and execution of various phases of the Project. The Contractor shall determine and ascertain from the Vendors and persons engaged on separate contracts, in connection with the Project, the extent of all chasings, cutting and forming of all openings, holes, details of all inserts, sleeves, etc. that are required to accommodate the various services.

The Contractor shall determine and ascertain the routes of all services and positions of all

floor and wall openings, outlets, traps, the details of all inserts, equipment and services and shall carry out the construction and making good of all "builder's work" in accordance with and as shown, described and/or measured in the Drawings, Specifications, and other Contract Documents. Also, the Contractor shall ensure that all required services, inserts, sleeves, embedment etc. are in place/position before he proceeds with its work. Should the Contractor fail to comply with these requirements and the consequence of such failure necessitates the breaking, re-doing and making good of any work, then the cost of all such breaking, re-doing and making good of any work shall be to the account of the Contractor and shall be borne by him. No breaking and cutting of completed work shall be done unless specifically authorized in writing by the PMC team. No work shall be done over broken or patched work without first ascertaining that the broken surface is adequately prepared and reinforced to receive and hold further work, as determined by the PMC team.

In order to ensure proper co-ordination is being undertaken, weekly meetings, chaired by the PMC team, shall be held with the various contractors and at which co-ordination shall be discussed and minutes of actions proposed circulated.

**20. WORK ON NON WORKING DAYS**

If it is necessary for the Contractor or any Sub-Contractor to work on days other than Working Days or outside the normal working hours in order to keep up to the time schedule and meet the Construction Program, the Contractor shall obtain the prior approval of the PMC team/owner in writing. Even if any work is carried out at site on a non-Working day with prior written permission of the PMC team, the Contractor shall be solely responsible for extra cost including but not limited to wages. Applicability of all other terms and conditions of contract on such days would be same as applicable for a Working day.

**21. MATERIALS, WORKMANSHIP, STORAGE, INSPECTIONS ETC.**

**21.1 Materials and workmanship**

The Contractor shall be responsible for the establishment of a full and comprehensive quality control system for the Work. The system shall include, but not be limited to, the means of controlling the testing and receipt of materials, the inspection of the Work, the filing and ordering of Drawings and correspondence and the duties and responsibilities of staff members.

All materials and equipment to be incorporated in the Work shall be new and original. The materials, equipment, and workmanship shall be of the best quality of the specified type, in conformity with Contract Documents and the best engineering and construction practices, comply with the Specifications and to the entire satisfaction of PMC Team/owner. This requirement shall be strictly enforced at all times and stages of the Work and no request for change whatsoever shall be entertained on the grounds of anything to the contrary being the prevailing practice.

The Contractor shall immediately remove from the Work any materials, equipment and/or workmanship which, in the opinion of the PMC Team/owner are defective or unsuitable or not in conformity with the Contract Documents and best engineering and construction practices, and the Contractor shall replace such rejected materials, equipment and/or workmanship with proper, specified, and required and approved materials, equipment and/or workmanship, all at its own cost within a period of seven (7) days from the date of

issuance of such notice.

The Contractor shall, whenever required to do so by the PMC team/owner immediately submit satisfactory evidence and necessary test results as to the kind and quality of the materials and equipment.

**21.2 Special makes or brands**

Where special makes or brands are called for, they shall be mentioned as a standard brand or make. Others brands or special makes of equivalent quality may be used provided the substituted materials are equivalent to the brand specified, and prior approval for the use of such substituted materials is obtained in writing from the PMC team/owner. Unless substitutions are approved by the PMC team/owner in writing in advance, no deviations from the Specifications and other Contract Documents shall be permitted.

The Contractor shall indicate and submit written evidence of the substituted material or equipment called for in the Specifications and other Contract Documents that are not obtainable for incorporation in the Work within the time limit of the Contract. Failure to indicate this in writing within two weeks of the signing of the Contract shall be deemed as sufficient cause for denial of any request for an extension of time because of the same.

Alternative equivalent brands if suggested by the Contractor during construction may be considered provided the suggested brand fully meets the requirements and is acceptable to the PMC team/owner. Any variation in price due to the use of alternate brands shall be permissible provided it is pre-approved in writing by the Owner's Representative's.

**21.3 Proper scheduling and delivery of materials**

All materials and equipment shall be scheduled and delivered so as to ensure a speedy and uninterrupted progress of the Work, and the same shall be properly stored.

**21.4 List of Materials**

Within seven (7) days of the signing of the Contract, the Contractor shall submit for the approval of the PMC team/owner a complete list of all materials and equipment the Contractor and its Sub-Contractors propose to use in the Work, of definite brands or makes, which differ in any respect from those specified, or the particular brand where more than one is specified as standard. The Contractor shall also list items not specifically mentioned in the Contract Documents but which are reasonably inferred and are necessary for the proper execution and successful completion of the Work.

**21.5 Storage of materials and equipment at site**

The Contractor shall, at its own cost, provide adequate storage sheds and yards at the Site, at locations pre-approved by the PMC team/owner, for all materials and equipment that are to be incorporated in the Work. This shall be for all the materials and equipment, supplied by the Contractor or any Sub-Contractor. In addition to being water-tight and weather-proof, the storage facilities shall be of such a manner that all the materials and equipment are adequately protected in every way from any deterioration or contamination or damage whatsoever, and to the complete satisfaction of the PMC team /owner.

The method of storing of all the materials and equipment shall be in conformity with the Specifications and/or to the directions and instructions of the PMC team/owner. At no time

shall any material or equipment be stored in open or in contact with the ground. Should any of the materials or equipment deteriorate or be contaminated or damaged in any way due to improper storage or for any other reason, then such materials and equipment shall not be incorporated in the Work and shall be removed forthwith from the Site and the replacement of all such materials and equipments shall be entirely at the cost and expense of the Contractor.

The Contractor shall also be responsible for providing, at its own cost, proper and adequate security for all the materials and equipment stored at the Site so as to prevent any theft, pilferage etc., and the Contractor shall be responsible and liable for all the matters in connection with such security or the lack thereof. Where, after permission has been sought and obtained from the Project Management/owner, any material or equipment is kept on any portion of the structure, this shall be done in such a manner as to prevent any overloading whatsoever of the structure, to the complete satisfaction of the PMC team/owner. The cost associated with any damage to any portion of the structure in this respect shall be to the account of the Contractor and shall be borne by him.

Should delays be caused on account of removal and replacement of any materials or equipment or on account of any lack of security, the Contractor shall not be entitled to any extension of time or increase in the Contract Price.

Wherever applicable the storage of materials shall be in accordance with the relevant Indian Standard Specifications.

**21.6 Right Type of Workmen, Plant and Machinery, Jigs, Tools, etc.**

The Contractor shall employ the right type of workmen, plant and machinery, jigs, tools etc. to fabricate and/or install all materials and equipment. Such material and equipment shall be fabricated and/or installed without any damage and in accordance with the material/equipment manufacturer's instructions and manuals, and to the satisfaction of the PMC team/owner.

**21.7 Inspection**

All materials, equipment, and workmanship shall be subject to inspection, examination and testing at all times and stages during construction, manufacture and/or installation, by the PMC team/owner and they shall have the right to reject and order the removal and replacement of any defective material, equipment and / or workmanship or require its correction and rectification. The Contractor shall not proceed with any operation or sequence or trade of the Work until the previous operation or sequence or trade has been inspected and approved by the PMC team/owner.

No embedded items or any other work shall be covered up unless these have been inspected and approved by the PMC team/owner. The onus shall be on the Contractor to get such inspections carried out and obtain such approvals. Should the Contractor fail to comply with these requirements, then all additional or redoing of work necessitated as a consequence thereof shall be at the Contractor's cost and expense. No inspection or approval shall relieve the Contractor of any of its responsibilities, obligations and liabilities under the Contract. No defective workmanship shall be repaired or patched up in any way without inspection and direction of the PMC team/owner.

Rejected workmanship shall be immediately corrected and rectified and rejected materials and equipment shall be removed and replaced with proper, specified and required materials and equipment, by the Contractor to the approval and satisfaction of the PMC team/owner. The cost of all such correction and rectification and such removal and replacement shall be to the account of the Contractor and shall be borne by him, and also, the Contractor shall be responsible for all delays in this regard. The Contractor shall promptly segregate and remove the rejected materials and equipment from the Site and shall not reuse them in the Work. If the Contractor fails to proceed at once with the correction and rectification of rejected workmanship and/or the removal and replacement of rejected materials and equipment, the Owner shall have the right to employ other persons / agencies to correct and rectify such workmanship and/or remove and replace such materials and equipment, and recover the cost thereof from the Contractor, or the Owner may terminate the right of the Contractor to proceed further with the Work.

The Contractor shall furnish promptly and without any charge, all facilities, access, labour, materials, plant and tools required and necessary for enabling the PMC team/owner, to carry out inspections and tests in a safe and convenient manner. The Contractor shall ascertain and ensure that the facilities and access provided for the carrying out of all inspections are completely safe in every respect and the Contractor shall be fully responsible and liable for all matters in connection with such safety.

#### **21.8 Testing**

All the tests on materials, equipment, and workmanship that shall be necessary in connection with the execution of the Work, as decided by the PMC team/owner and as called for in the Contract Documents, shall be carried out at the cost of the Contractor at the place of work or of manufacture or fabrication or at the Site or at an approved testing laboratory or at all or any such places. The Contractor shall provide all transportation, assistance, instruments, machines, labour and materials as are required for the examining, measuring and testing as described above, and all expenses connected with the tests as described above shall be borne by the Contractor.

#### **21.9 Certificates**

The Contractor shall furnish, at its own cost, test certificates for the various materials and equipment as called for. Such test certificates shall be from the manufacturer for the particular consignment/lot/piece and shall be duly authenticated by respective consultants. The details in respect of the test certificates shall be as decided by the PMC team/owner (in consultation with consultants) for the relevant items.

#### **21.10 Removal of Improper Work & Materials**

The PMC team shall, during the progress of the Works, have power to order in writing from time to time the removal from the Works within such reasonable time or times as may be specified in the order, of any materials which in the opinion of the PMC team/owner are not in accordance with the Specifications or the instructions of the PMC team/owner, the substitution of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the Drawings and Specifications or instructions, and the Contractor shall forthwith carry out such order at his own cost.

In case of default on the part of the Contractor to carry out such order, the owner shall

have the power to employ and pay other persons to carry out the same, and all expenses consequent thereon, or incidental thereto, as certified by the PMC team/owner shall be borne by the Contractor, or may be deducted by the Employer from any monies due, or that may become due, to the Contractor.

**21.11 Default of Contractor in Compliance**

If the Contractor after receipt of written notice from the PMC team requiring compliance within ten days fails to comply with such further Drawings and/or PMC team instructions the Owner may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs plus 15% incurred in connection therewith shall be recoverable from the Contractor by the Owner on the Certificate of the PMC team as a debit or may be deducted by the Owner from any moneys due to the Contractor.

**21.12 Inspection & Testing during manufacture**

The Architect/Consultant/PMC team/Owner shall be entitled during manufacture to inspect, examine and test on the Contractor's premises during working hours the materials and workmanship and check the progress of manufacture of all fabrication materials to be supplied under the Contract, and if part of the said materials is being manufactured on other premises the Contractor shall obtain for the Architect/Consultant/PMC team/Owner permission to inspect, examine and test as if the said Plant were being manufactured on the Contractor's premises. Such inspection, examination or testing if made shall not relieve the Contractor from any obligation under the Contract.

**21.13 Dates for Inspection & Testing**

The Contractor shall agree with the Architect/Consultant/PMC team/Owner the date on and the place at which any plant/works shall be ready for testing as provided in the Contract and unless the Architect/Consultant/PMC team/Owner shall attend at the place so named on the date agreed the Contractor may proceed with the tests, which shall be deemed to have been made in the Architect's/Consultant's/PMC team/Owner's presence, and shall forthwith forward to the PMC team duly certified copies of the test readings. The PMC team/owner shall give the Contractor 24 hours' notice in writing of his/Architect's/Consultant's/Owner's intention to attend the tests.

**21.14 Facilities for Testing at Manufacturer's Works**

Where the Contract provides for tests on the premises of the Contractor or of any Sub-contractor the Contractor shall provide such assistance, labour, materials, electricity, fuel, stores, apparatus and instruments as may be requisite and as may be reasonably demanded to carry out such tests efficiently.

**21.15 Certificate of Testing**

As and when fabrication materials shall pass the tests referred in this, the PMC team shall furnish to the Contractor a certificate in writing to that effect.

**21.16 Rejection**

If as a result of such inspection, examination or test of the Works the PMC team shall decide that such material is defective or not in accordance with the Contract he shall notify the Contractor accordingly stating in writing his objection and reasons therefore. The



Contractor shall with all speed make good the defect or ensures that the material complies with the Contract. Thereafter, if required by the PMC team/Consultant/Owner Representative, the tests shall be repeated under the same terms and conditions save that all reasonable expenses to which the Owner may be put by the repetition of the tests shall be deducted from the Contract Sum.

#### **21.17 Delivery of Material & Equipment**

Unless the PMC team/owner shall otherwise direct, no material shall be delivered to site until the PMC team shall have issued, in respect of such material, a Certificate under Clause 30 (vi) (Certificate of Testing). Likewise, Fabrication Materials or Contractor's Equipment shall be delivered to Site only upon an authorization in writing applied for and obtained by the Contractor from the PMC team. The Contractor shall be responsible for the reception on site of all Materials and Contractor's Equipment delivered for the purposes of the Contract.

#### **21.18 Inspection & Testing and Re-inspection & Testing**

All deficiencies revealed by testing and inspection shall be rectified by the Contractor at his own expense and to the satisfaction and approval of the PMC team/owner. Rectified components shall be subject to retesting and re-inspection.

#### **21.19 Inspection Reports**

The Contractor shall provide the PMC team/owner with five copies of reports of all inspections and tests.

### **22. CONSTRUCTION DOCUMENTATION**

#### **22.1 Procedure for documentation**

The Contractor shall have a well-established system for all kinds of construction documentation generated on the Project. The PMC team/owner shall conduct an alignment session with Contractor at the time of kick-off meeting, explaining to the Contractor with respect to the Standardized procedures to be adopted for specific documentation like Technical Submittals, Request for Information, Non-conformance notices, Change requests, Schedules, Drawings, etc.

The Contractor shall be responsible to follow those procedures, wherever applicable to them, for the execution of work. Immediately after the contract award, PMC team/owner shall arrange for a Kick-off meeting and contractor shall be bound to fulfil all the requirements mentioned in that meeting.

#### **22.2 Submission of Material Samples, Shop drawings etc**

After the award of the Contract, the Contractor shall furnish for the approval of the Architect, all samples of materials and shop drawings called for in Contract Documents or required by the PMC team/owner, which are required for immediate start of Work. During the project execution, the material samples shall be submitted well in advance of the upcoming activity.

The samples and shop drawings shall be delivered as directed by the PMC team/owner. No extra payment shall be due to the Contractor for submission of material sample and preparation of shop drawings. A schedule giving dates of the submission of samples and

shop drawings shall be included in the time schedule. Samples / materials approved by the PMC team/ Architect/ Consultant, shall be kept at Site under safe custody of Contractor and on completion of the Work handed over to the Owner.

### **22.3 As built drawings**

The Contractor shall during the course of execution, prepare and keep updated a complete set of " as-on-date as built drawings" reflecting current status of construction, marked with each and every change from the Contract drawings. Five (5) sets of "as built" drawings as agreed shall be supplied to the PMC team/owner upon completion of project, along with a soft copy of the drawings in AutoCAD format (specified version) at no extra cost to the owner.

## **23. CONSTRUCTION PROGRAM, SCHEDULES AND PROGRESS REPORTS**

### **23.1 Construction Program**

- i. Every Contractor must furnish along with its tender an overall construction program utilizing a known CPM software package like Microsoft Project, latest version. The construction program shall clearly show all the sequential activities of work required to be carried out from the commencement of the Work up to the Virtual Completion. Work associated with each of the packages works shall be clearly identifiable.
- ii. The construction program shall be based on the required milestones as indicated in the "Schedule of fiscal aspects" in Clause 55.
- iii. The Tenderers proposed construction program and payment milestones shall elaborate in detail on relevant milestones and comment on Construction Program enclosed.
- iv. Every week, or sooner if required by the PMC team/owner, the approved program charts shall be reviewed in relation to the actual progress of the Work, and shall be updated as necessary.
- v. If at any time it appears to the PMC team/owner that the actual progress of the Work does not conform to the approved program, the Contractor shall produce, at its expense and without reimbursement therefore, a revised program showing the modifications to the approved program and the additional input of resources by the Contractor necessary to ensure completion of the Work within the time stipulated for completion.
- vi. Every week, in the Construction Progress meeting, the contractor shall present its "Two week Look Ahead" schedule
- vii. The submission to and approval by the PMC team/owner of such programs or the furnishing of such particulars shall not relieve the Contractor of any of its responsibilities, obligations and liabilities under the Contract.

### **23.2 Construction Schedules**

Along with the construction program described in Clause 23.1, the Contractor shall also submit the following schedules

- i. Manpower Schedule
- ii. Plant and Equipment Schedule
- iii. Materials Schedule (including status and mobilization program)
- iv. Material samples Schedule
- v. Shop drawings Schedule (including status and delivery)

**23.3 Employee Records**

The records should include all staff employed by the Contractor and Sub- contractors.

**23.4 Daily site reports**

The Contractor shall throughout the contract period, submit daily site reports to the PMC team and the Owner's Representative. The reports shall include, but not be limited to

- i. Record of the Site progress
- ii. Number of employees, workmen, Labour engaged on the Site
- iii. Number of men employed on individual trades
- iv. Plant and machinery at site (including an indication as to whether the plant is working or standing)
- v. Notification of accidents
- vi. Material received at site on that specific day
- vii. Events influencing the progress of the Work

**23.5 Site Register**

The Contractor shall maintain a site register that records the name and time of arrival and departure, at Site, of any visitors and entry of material.

**23.6 Progress Reports**

At the end of each fortnight, the Contractor shall submit a fortnightly progress report in a format agreed with the PMC team. The reports shall include 2 sets of progress photographs taken from pre-determined locations, which illustrate the progression of the Work.

**24. BUREAU OF INDIAN STANDARDS****24.1 Indian Standards Specifications**

A reference made to any Indian Standards Specifications in the Contract Documents shall imply reference to the latest version of that Standard, including such revisions/amendments as may be issued, during the currency of the Contract, by the Bureau of Indian Standards and the corresponding clause/s therein shall hold valid in place of those referred to. The Contractor shall keep copies at the Site of all latest publications of relevant Indian Standard Specifications applicable to the Work at the Site, as listed in the Specifications.

**24.2 Amendments to BIS**

If any Amendments to BIS codes is announced after finalization of the Contract the same shall be deemed to be incorporated into the specifications, wherever applicable.

**24.3 Tolerances**

In case the work does not conform to the dimensions and limits of tolerances specified in the Contract Documents and/or the Indian Standard Specifications the Contractor shall be liable for all costs and expenses incurred for rectifications and/or replacements of any other Contractor's and/or Sub- Contractor's work required, in accordance with the directions of the PMC team/owner, for the proper installation of the finishing elements and/or equipment, and/or for structural purposes. The PMC team/owner decision in this respect shall be final and binding on the Contractor and Sub-Contractors, and all such costs and expenses shall be recovered from the pertinent Contractors and Sub-Contractors

and shall be deducted by the Owner from any money that may be payable or that may become payable under the Contract to such pertinent Contractors and Sub-Contractors for and on behalf of the Contractor.

**25. PROTECTION OF WORKS**

The Contractor shall take full responsibility for the proper care and protection of the Work carried out in respect of the Project from commencement until completion and handing over of the Project to the PMC team/owner. The Contractor shall protect and preserve the work carried out in respect of the Project in every way from any damage, fire or accident, including by providing temporary roofs, boxing or other construction as required by the PMC team/owner.

This protection shall be provided for all property on the Site as well as adjacent to the Site. The Contractor shall adequately protect, to the satisfaction of the PMC team/owner, all the items of finishing work to prevent any chipping, cracking, breaking of edges or any damage of any kind whatsoever and to prevent such work from getting marked or stained or dirty. Should the Contractor fail to protect the work in respect of the Project or any part thereof and should any damage be caused to the same, the Contractor shall be responsible for all replacement and rectification, as directed by the PMC team/owner, and all costs and expenses in connection with such replacement and rectification shall be to the account of the Contractor and shall be borne by it.

The Contractor shall in connection with the Work provide and maintain at its own cost all lights, security guards, fencing and anything else necessary for the protection of the Work and for the safety of the public and everyone associated with the Work, all to the approval and satisfaction of the PMC team/owner.

All operations necessary for the execution of the Work shall be carried out so as not to interfere with the convenience of the public, or with the traffic, or the access to, use and occupation of public or private roads and footpaths or of properties whether in the possession of the Owner or of any other person. The Contractor shall hold the Owner harmless and indemnify the Owner in respect of all claims, proceedings, damages, costs, charges, and expenses whatsoever arising out of or in relation to any such matters.

**26. CLEANING OF WORKS AND CLEARING OF SITE**

The Contractor shall maintain the Site and all Work thereon in neat, clean and tidy conditions at all times. The following shall be ensured by the contractor in the regard.

- i. The Contractor shall remove all rubbish and debris from the Site on daily basis and as directed by the PMC team/owner. Suitable steel skips shall be provided at strategic locations around the Site to receive waste and packaging materials.
- ii. Just prior to the Virtual Completion of the Work, or whenever so directed by the PMC team, the Contractor shall carry out all the work necessary to ensure that the Site is clear and the Work are clean in every respect, the surplus materials, debris, sheds and all other temporary structures are removed from the Site, all plant and machinery of the Contractor are removed from Site, the areas under floors are cleared of rubbish, the gutters and drains are cleared, the doors and sashes are eased, the locks and fastenings are oiled, all electrical, plumbing and other services are tested and commissioned, the keys are clearly labelled and handed to the PMC team, so that at

the time of Virtual Completion the whole Site and the Work are left fit for immediate occupation and use, to the approval and satisfaction of the PMC team, and the Owner's Representative.

- iii. Should the Contractor fail to comply with the cleaning requirements, whether progressively or before completion, or fail to clear the Site as directed and required, then the PMC team/owner, after giving due notice in writing to the Contractor, shall have the right to employ other persons or agencies to carry out the cleaning and/or clearing work and all costs incurred on such work shall be recovered from the Contractor and shall be deducted by the Owner from any money that may be payable or that may become payable to the Contractor.
- iv. Before the start of work, the entire designated site premises need to be cleaned, and the construction premises need to be cleared of all residual materials and any other debris. No additional charges are to be paid by the owner for the clearance of the site.

**27. METHOD OF MEASUREMENT**

To evaluate any additional work instructed under change orders by the PMC team or the Owner's Representative, the standard method of measurement shall be in accordance with the Standards laid down by Bureau of Indian Standards shall be followed. However, if definite methods of measurements are stipulated in the Schedule of Rates or Specifications, then the same shall supersede BIS methods and shall be followed. In the event of any dispute with regard to the method of measurement of any work, the decision of the PMC team shall be final and binding and no extra claims shall be entertained or allowed at any stage in this regard.

**28. COVERING UP**

The Contractor shall give at least 24 hours clear notice in writing to the PMC team/owner before covering up any of the Work in foundations or any other such areas in order that inspection of the Work may be carried out for maintaining proper quality control. In the event of the Contractor failing to provide such notice shall, at its own expense, uncover such Work as required to allow the inspection to be taken and thereafter shall reinstate the Work to the satisfaction of the PMC team/owner.

**29. PAYMENTS AND SECURED ADVANCE**

All payments for works shall be in accordance with the Schedule of Fiscal Aspects as in Clause 55.

**29.1 *Running Bills***

The Contractor shall prepare measured bills as directed by the PMC team/owner (detailed measurement, abstract sheet, purchase bills, deviation statement for ongoing and completed work, materials reconciliation statement and any specific instructions which may be given in this regard by the PMC team/owner and other supporting documents) as per the billing cycle mentioned in the Schedule of fiscal aspects and submit the same to the PMC team/owner in three (3) copies, for checking and issue of interim certificate.

**29.2 *Payment Certificate***

The PMC team/owner shall issue a payment certificate within the number of working days as reflected in Schedule of Fiscal aspects as specified in Clause 55, from the date of

the bill received from the Contractor for the value of work (net amount due to the contractor after deductions) executed by the Contractor, provided all supporting detailed measurements, purchase bills, abstract sheets and other supporting documents requested by the PMC team are furnished at the time of submission of such bills. Thereafter, the Contractor shall be paid by the Owner of certified amount (after deduction of applicable TDS), within the number of days as specified in Schedule of Fiscal aspects as specified in Clause 55.

### **29.3 Retention Money & Final Bill**

As per the Schedule of Fiscal Aspects as specified in Clause 55.

### **29.4 Withholding of payments**

The PMC team/owner may withhold payment on account of subsequently discovered evidence, and nullify the whole or a part of any payment certificate to such extent as may be necessary to protect the Owner from loss on account of including but not limited to the following

- i. Defective work not remedied by the Contractor, Non Compliance notices not attended by the Contractor.
- ii. Failure of the Contractor to make payments properly and regularly to its own workers, to its Sub-Contractors, to its suppliers.
- iii. Damage by the Contractor to the work of other Contractors, Sub-Contractors or Vendors.
- iv. A reasonable doubt that the Contract cannot be completed for the balance unpaid amount.
- v. A reasonable doubt that the Contractor intends to leave work items incomplete.
- vi. Failure of the Contractor to execute the Work in conformity with the Contract Documents.
- vii. Failure of the Contractor to meet or keep-up with the approved Construction Program on which the agreed payment schedule is based.
- viii. Failure of the Contractor to comply with and fulfil all contractual obligations and liabilities stipulated in the Contract Documents.
- ix. Failure of the contractor to submit proofs of payment of necessary ESI, PF payments for his workers.
- x. Failure of the contractor to implement safe work practices at site as per the requirements of the contract.

### **30. RECTIFICATION OF IMPROPER WORK NOTICED**

If it shall appear to the PMC team or the Owner's Representative during the progress of the Work that any work has been executed with unsound, imperfect or unskilful workmanship or with materials of any inferior description or that any materials or articles provided by the Contractor for the execution of the Work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the Contract, the Contractor shall, on demand in writing from the PMC team/owner, specifying the work, materials or articles complained of, notwithstanding that the same may have been passed and certified by the PMC team/owner, forthwith rectify or remove and reconstruct the work so specified in whole,

or in part as the case may require or, remove the materials or articles so specified and provide other proper and suitable materials or articles at its own proper charge and cost and in the event of its failing to do so within a period so specified by the PMC team/owner in its demand aforesaid, the PMC team/owner may rectify or remove and re-execute the work or remove and replace the materials or articles complained of as the case may be by engaging a third party contractor at the risk and expense in all respects of the Contractor, and deduct the expenses from the Retention Money or any sums that may be due at anytime thereafter may become due to the Contractor or from its initial security deposit, the performance bond executed by the Contractor.

### **31. CHANGE ORDERS**

#### **31.1 Change in scope of work**

The Owner reserves the right to alter the Scope of Work (as defined in Clause 2.6 above) and consequently the Contract Price shall be suitably adjusted for such changes by reference to the rates in the Schedule of Rates. The PMC team/owner shall issue all change orders only after obtaining the prior written consent of the Owner's Representative. Project progress should not be hampered.

#### **31.2 Rates for additional, altered or substituted work**

If the rates for the additional, altered or substituted work are not specifically provided in the Schedule of Rates then such rates shall be derived from the rates that are specified for a similar class of work in the Contract. The PMC team interpretation in consonance with the Owner as to what is a similar class of work and its decision on the method in which the rate is to be derived shall be final and binding on the Contractor.

If the rates for the additional, altered or substituted work cannot be determined in the manner specified above, then the rates for such work shall be determined on the basis of actual consumption of materials, and actual use of labour and plant and machinery, as detailed below

- a. Cost of materials supplied by the Contractor, at not more than prevailing market rates, actually incorporated in the Work.
- b. Cost of labour actually used at the Site on the Work at prevailing rates of labour.
- c. Cost allocation toward the Work for the use of any plant and machinery at the Site, on actual basis.
- d. **15%** of the actual costs in respect of (a), (b), and (c) above, towards Contractor's establishment and all other costs, overhead and profit plus taxes as applicable to this contract shall be reimbursed. Contractor's overheads and profit shall not be allowed on free issue items.

#### **31.3 Schedule of Plant rates**

The Contractor shall provide a schedule of plant rates. If the Contractor and the PMC team cannot agree on a rate as determined in accordance with Clause 31.2, then the PMC team, in consonance with the Owner, may determine a reasonable rate which shall be final and binding on the Contractor. If this is not acceptable by the contractor then, at the Owner's option, the Project Management, in consonance with the Owner, may order and direct the work to be carried out by such other persons or agencies as he may think fit, and such other persons or agencies shall not, in any manner be prevented or obstructed in their

work or from entering upon the Work by the Contractor for the purpose of carrying out such work. The Contractor shall not be entitled to any payment whatsoever in connection with such work carried out by such other persons or agencies.

#### **31.4 Approval from Owner/Owner's representative**

Before the Contractor undertakes any extra work, he shall ensure that he has received a specific Change Authorization, signed by the Owner/Owner's representative from the PMC team. No additional payments shall be made to the Contractor without prior agreement and receipt of the necessary signed Change Order. Each Change Order shall clearly state the value of the additional work agreed to and signed for by the Owner.

The Contractor shall at monthly intervals submit to the PMC team an account giving particulars, as full and detailed as possible, of additional work ordered in writing by the Owner and which the Contractor has executed during the preceding month. If any Change Order instructed by the Owner/Owner's representative causes a delay in the completion of the Work causing the Contractor to overrun the time fixed for completion of the Work, the Owner shall agree, following joint review of the circumstances with the PMC team as to the extent of the delay, to postpone the time for completion of the Work by the period of delay, provided the Contractor has notified the Owner in writing, of such expected delay before such Change Order is actually issued by the Owner/Owner's representative.

#### **32. DEDUCTIONS FOR UNCORRECTED WORK**

If the PMC team/owner deems it inexpedient to get corrected or rectified any work of the Contractor which is defective or damaged or of substandard quality or is generally not in accordance with the Contract Documents, then an equitable and appropriate deduction shall be made thereof from the Contract Price, and the Architect's and PMC Team / owner's decision in this respect shall be final and binding on the Contractor.

Furthermore if, by reason of any accident, or failure, or other event occurring to, in or in connection with the Work, or any part thereof, either during the execution of the Work or during the Defects Liability Period, any remedial or other work or repair shall, in the opinion of the PMC team/owner, be urgently necessary for the safety of the Work, or any part thereof, and the Contractor is unable or unwilling to immediately do such work or repair, the Owner may employ and pay other persons or agencies to carry out such work or repairs as the PMC team/owner may consider necessary. If the work or repair so done by the other persons or agencies is work which, in the opinion of the PMC team/owner, the Contractor was liable to do at its own expense under the Contract, then all expenses incurred by the Owner in connection with such work or repair shall be recovered from the contractor and shall be deducted by the Owner from any money that may be payable or that may become payable to the Contractor or from the Contractor's Initial security deposit.

#### **33. TIME FOR COMPLETION**

##### **33.1 *Time-essence of contract***

The time allowed for carrying out the Work as entered in the tender shall be strictly observed by the Contractor and shall be deemed to be of the essence of the Contract and shall be reckoned from the date of award of the Contract. The Work shall proceed with due diligence until Final Completion. The Contractor shall prepare a Construction Program with time schedule keeping in view the completion period stipulated for specific



portions of the Work and also the overall completion time and submit the same for the approval of the PMC team and the Owner's Representative. The Contractor shall comply with the time schedule as approved by the PMC team and the Owner's Representative. In the event of the Contractor failing to comply with the overall and individual milestones contained in the time schedules, he shall be liable to pay liquidated damages as provided for in this Contract.

### **33.2 *Causes of delay for which claims for extension of time may be considered;***

The Contractor shall be entitled to claim for extension of time, subject to the conditions stated herein, should he be delayed or impeded in the execution of the Work by reason of the following

- i. Force Majeure; (Seasonal mild rains between August and September; Seasonal heavy rains between October to December, will not be considered under natural calamities as these are catered in the scheduled time period).
- ii. Delay in the receipt of 'Good for Construction' Drawings from the Architect provided that, in the opinion of the PMC team, the Contractor has made every effort and endeavor to minimize the effect of such delays.
- iii. Any approved changes in the scope of work directed by Owner, Architect, Consultant which in the opinion of the PMC team/owner entail the requirement of additional time for completion of the Work.

### **33.3 *Extension of Time***

In respect of items (i), (ii) and (iii) above, the Contractor shall submit in writing to the PMC Team/owner its intention to claim for an extension of time within seven (7) working days of any of the above mentioned reasons or events causing a delay. Any claim of extension of time in respect of item (c) shall be notified by the Contractor before such Change Order is actually issued.

The Contractor shall thereafter detail and submit its claim for the extension of time within fourteen (14) working days of such delay having occurred. If the Contractor does not comply with both these conditions for each and every delay caused by any of the above mentioned reasons or events, then he shall not be entitled to any extension of time.

### **33.4 *Claim of Extension of Time***

The PMC team/owner shall study and verify the particulars of the claim for extension of time submitted by the Contractor and shall then send it to the Owner with recommendations to reject or amend or accept the claim. The PMC team/owner shall notify the Contractor in writing the decision on such a claim. The decision conveyed by the PMC team in this regard shall be final and binding on the Contractor. Should the decision involve acceptance of the claim as it is or in amended form, the PMC team/owner shall extend the time by notifying the Contractor in writing for completion of the Work by such period and the time for completion of the Work so extended shall for all purposes of the Contract be deemed the time specified for completion of the Work.

No extension of time shall be granted separately for any concurrent or parallel activities, and only a delay, caused by any of the above mentioned reasons or events, in a critical activity, which has a direct effect on the overall completion of the Work, shall form a basis for granting extension of time.

**33.5 *Deletions or changes in the scope of the Work***

Should any deletions or changes in the scope of the Work reduce the time required to complete the Work under the Contract, then the time savings accruing from such deletions may be considered by the PMC team/owner in off-setting the durations awarded for an extension of time.

**34. NO FINANCIAL OR OTHER COMPENSATION FOR DELAYS BY CONTRACTOR**

The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or in executing or in completing the Work, whatever might be the cause of the delay.

**35. TERMINATION OF CONTRACT**

Without prejudice to any of the rights or remedies under this contract, if the contractor fails to complete the project due to unreasonably works suspended, lack of progress, quality, the Engineer In-charge on behalf of the Registrar of IIIT Sri City shall have the option of terminating the contract without levy of compensation to the contractor.

**36. PROPRIETY OF EXECUTED WORK**

All executed work, whether in part or in whole shall be the exclusive property of the Owner. The PMC team, the Owner, the Contractor or any of its Sub-Contractors or their employees or workmen or servants or agents shall not be entitled to the use of any such work except for the purpose of carrying out subsequent work that is required to be carried out under the Contract or to complete the Project. The Owner shall have the right to occupy and take over the Work or any part thereof at any time during the progress of the Work or upon their completion, irrespective of any pending claims or disputes that the Contractor may have against the Owner.

**37. INDEMNITY****37.1 *Indemnity by Contractor***

The Contractor shall indemnify, defend and hold and keep indemnified, the Owner from and against all actions, suits, claims costs, liabilities and demands brought or made against the Owner in respect of any matter or thing done or omitted to be done by the Contractor or any of its Sub-Contractor(s) or their employees, workmen, representatives, agents, servants or suppliers in the execution of or in connection with the Work or the Contractor's or Sub-Contractor's performance under this Contract and against any loss or damage to the Owner in consequence of any action or suit being brought against the Contractor or any of its Sub-Contractor(s) or their employees, workmen, representatives, agents, servants or suppliers for anything done or omitted to be done in execution of the Work and the Project Coordination Services under this Contract, including but not limited to meeting the Project milestones, non-compliance with the applicable laws and regulations of the government and local authorities, not obtaining the relevant licences and permits, infringing any patents rights and specifically regarding use, storage and disposal of hazardous materials. The obligations of the Contractor under this clause shall survive till the closure of Defects Liability period.

**37.2 *Indemnity by Sub-Contractors***

The Contractor shall ensure that the Sub-Contractors indemnify, defend and hold, and keep indemnified the Owner harmless from all actions, suits, claims, costs, fines, judgements and liabilities in respect of any matter or thing done or omitted to be done by the Sub-Contractors or their employees, workmen, representatives, agents, servants and suppliers in execution of or in connection with the Work or arising out of or in any way alleged to be in connection with Sub-Contractors' performance under this Contract, including but not limited to, not meeting the Project milestones, non-compliance with the applicable laws and regulations of the government and local authorities, not obtaining the relevant licenses and permits, infringing any patents rights and specifically regarding the storage, use or disposal by the Sub-Contractors of hazardous materials in, on or under the Site or at any location whatsoever in connection with the Project in any way. The Sub-Contractors' responsibility under this indemnification shall also include any and all hazardous materials introduced to the Site by their agents, representatives, employees, workmen, servants and suppliers. The obligations of Sub-Contractors under this clause survive till the closure of Defects Liability period.

### **38. CORRECTION OF WORK BEFORE VIRTUAL COMPLETION OF WORKS**

The PMC team and the Owner's Representative shall jointly conduct an extensive inspection just prior to the Virtual Completion of the Work and shall prepare a list of materials, equipment, and workmanship which are defective or damaged or of substandard quality or improperly executed or generally unacceptable due to not being in conformity with the requirements stipulated in the Contract Documents.

The Contractor shall promptly remove, replace, re-execute, rectify and make good, to conform to the requirements stipulated in the Contract Documents and to the satisfaction of the PMC team and the Owner's Representative all such materials, equipment, and/or workmanship included or itemized in the said list and the Contractor shall bear and pay for all expenses in connection therewith and consequent thereon and incidental thereto, including the cost for all remedial work on the work of other contractors destroyed or damaged by such removal, replacement, re-execution, rectification and making good.

If the Contractor fails to remove, replace, re-execute, rectify and make good the rejected materials, equipment, and/or workmanship within a reasonable time, fixed by written notice, the Owner may employ and pay other persons or agencies to carry out such removal, replacement, re-execution, rectification and making good and all expenses incurred in connection therewith, including all damages, losses and expenses consequent thereon and incidental there to shall be recovered from the Contractor and shall be deducted by the Owner from the Contract Price or any money that may be payable or that may become payable to the Contractor.

### **39. VIRTUAL COMPLETION OF WORKS**

- 39.1** The Works shall be considered as virtually complete only upon fulfilment of the procedure laid down in clause 38 above, and only after the Work has been completed in every respect in conformity with the Contract Documents and after all the systems and services have been tested and commissioned, and after the Site has been cleared and the Work cleaned in accordance with Clause 26 and when the PMC team/owner has certified in writing that the Work is Virtually Complete. The Defects Liability Period shall commence from the date of such Certificate of Virtual Completion.

**39.2** Prior to the Virtual Completion, if the Owner decides to occupy any portion of the Work or use any part of any equipment, the same shall not constitute an acceptance of any part of the Work or of any equipment, unless otherwise so stated in writing by the PMC team/owner.

**39.3** Prior to the issue of the Virtual Completion Certificate, the Contractor shall submit and hand-over to the Owner's Representative the keys to all locks, all operation and maintenance manuals for systems and services, any spares called for in the Contract, and everything else necessary for the proper use and maintenance of the Work complete with all systems and services.

**40. LIQUIDATED DAMAGES / PROGRAM CHART / MILESTONES**

As per the Schedule of Fiscal Aspects specified under Clause 55.

**41. PENALTY / FINE**

**41.1 Non Compliance to Safety codes**

If the PMC team notifies the Contractor of non-compliance with safety codes as in clause no. 12.5 – 12.12 and guidelines and standards, the Contractor shall immediately if so directed or in any event not more than 12 hours after receipt of such notice, make all reasonable effort to correct such non-compliance.

**41.2 Levy of penalty/ fines**

If the Contractor fails to do so, the PMC team/owner shall have authority to levy penalty/ fines as may be determined based on the severity of the violation. The PMC team/owner shall establish the list of violations and the fines associated with non-compliance of the safety codes on the basis of the guidelines mentioned in the EHS plan. Each such non-compliance shall be treated as a breach of the contract. Penalties shall be imposed as per Annexure-3.

**42. GUARANTEES**

**42.1** The Contractor understands and agrees that the Owner is expressly relying and shall continue to rely on the skill and judgement of the Contractor in executing the Work and remedying any defects in the Work. The Contract represents and warrants that (i) it shall perform the Work in a timely manner, in strict accordance with the Contract Documents, and consistent with generally accepted professional, construction and construction-supervision practices and standards provided by an experienced and competent professional contractor and construction supervisor rendered under the same or similar circumstances, and (ii) it is and shall be responsible to the Owner for the acts and omissions of all Sub-Contractors and their respective employees, agents and invitees and all the persons performing any of the Work.

**42.2** Besides the guarantees required and specified elsewhere in the Contract Documents, the Contractor shall in general guarantee all work executed by him and the Sub-Contractors for a period of 12 months from the date of issue of the Virtual Completion Certificate. Those parts of the Work or equipment or installations, for which extended guarantee periods are stipulated elsewhere in the Contract Documents, shall be guaranteed for such periods

that are so stipulated. The duration of the Defects Liability Period, unless specified otherwise, shall be the extent of length of such guarantee periods.

**42.3** The Contractor represents, warrants and guarantees to the Owner, inter alia that

- i. The construction of the Project shall be approved and would be capable of use, operation, performance and maintenance for accomplishing the purpose for which it has been built and acquired.
- ii. The Work shall comply with the Specifications, Drawings, and other Contract Documents.
- iii. The Work shall, for a period of 24 months from the date of issue of the Virtual Completion Certificate, be free from all defects and the Project shall be of structural soundness, durability, ease of maintenance, weather tightness etc.
- iv. The materials, workmanship, fabrication and construction shall be of specified and agreed quality and all materials shall be new.
- v. The Work performed for the Owner shall be free from all liens, charges, and claims of whatsoever nature from any party other than the Owner.

**42.4** Where, during such guarantee periods as mentioned above, any material or equipment or workmanship or generally any item of work fails to comply or perform in conformity with the requirements stipulated in the Contract Documents or in accordance with the criteria and provisions of the guarantee, the Contractor shall be responsible for and shall bear and pay all costs and expenses for replacing and/or rectifying and making good such materials, equipment, workmanship, and items of work and, in addition, the Contractor shall be also responsible for and shall bear and pay all costs and expenses in connection with any damages and/or losses suffered as a consequence of such failure.

**42.5** All guarantees required under the Contract shall be in the format approved by the Owner and submitted to the Architect and the Owner by the Contractor when requesting certification of the final bill.

**43. STATUTORY APPROVALS FOR BUILDING WORKS**

The Contractor is responsible to arrange for the visit of statutory authorities and obtaining all necessary approvals pertaining to their part of the work. Also the Contractor shall be required to provide full coordination to the other vendors in case the statutory approval of other consultants / vendors has an interface with the work executed by this Contractor. Contractor shall make sure to start this process well in advance so that approvals are obtained on time and prior to the scheduled virtual completion Date.

**44. PROJECT CLOSE-OUT DELIVERABLES**

The Contractor shall be responsible to provide all the Project close-out deliverables as per the Tender Documents, prior to submitting its final bill. Such deliverables shall include but not be limited to

- i. As-Built Drawings - 5 sets (hard copy as well as soft copy);
- ii. Operation & Maintenance Manuals
- iii. Guarantees / Warranties
- iv. Special Warranties
- v. Extra material / Spares / Attic stock – (5% of the consumed quantity)
- vi. Operations Training for the Facilities Management staff of the Owner;
- vii. Statutory approvals

- viii. Testing and Commissioning reports
- ix. Contact list
- x. Handing over/ taking over certificate duly accepted by Owner

Operations Training shall be scheduled in consultation with PMC team. Contractor shall be responsible to videotape all the training sessions and provide two copies of the recording to Owner representative/ PMC team, as part of Project Closeout documentation.

#### **45. DEFECTS LIABILITY**

##### **45.1 Maintenance by contractor during Defects Liability Period**

All defective items of work and defects noticed and brought to the attention of the Contractor during the Defects Liability Period shall be promptly and expeditiously attended to and replaced and/or rectified and made good by the Contractor at its own cost, to the complete satisfaction of the PMC team and the Owner's Representative.

##### **45.2 Replacement and/or rectification and making good by contractors of all defective materials, equipment and/or workmanship during defects liability period**

The Contractor shall replace and/or rectify and make good, at its own cost, and to the satisfaction of the PMC team and the Owner's Representative, all defective items of work and defects arising, in the opinion of the PMC team, from materials, equipment, and/or workmanship not performing or being in accordance with the Drawings or Specifications or the instructions of the PMC team and or other Contract Documents or the best engineering and construction practices, and which may appear or come to notice within 12 months after Virtual Completion of the Work, that is within the Defects Liability Period as per the following

- i. Any item, material or matter repaired or replaced shall receive a new Defects Liability Period of the same duration (*12 months*) beginning upon the date on which the said item is repaired or replaced, material or matter is returned for use to the Owner, provided that the aggregate guarantee period shall not exceed 12 months.
- ii. The Contractor shall be also liable for all costs associated with damages and/or losses which are a consequence of such defective items of work and defects, and such costs shall be recouped by PMC team from the Contractor and shall be recovered from the Retention Money held and/or from the Contractor's final bill (if the final bill has not been certified and paid for at the time). Such defective items of work and defects as mentioned above shall, upon instruction and direction in writing of the PMC team/owner and within such time as shall be specified therein, be replaced and/or rectified and made good by the Contractor at its own cost.
- iii. In case of default or failure by the Contractor to replace and/or rectify and make good such defective items of work and defects, the Owner may employ and pay other persons or agencies to replace and/or rectify and make good such defective items of work and defects, and all costs, damages, losses and expenses therefore, consequent thereon and incidental thereto shall be to the account of the Contractor and such costs, damages, losses, and expenses shall be recouped by the Owner from the Contractor and shall be recovered from the Retention Money held and/or from the Contractor's final bill (if the final bill has not been certified and paid for at the time).
- iv. Should the Retention Money held (and the amount in respect of the final bill if it has

not been certified and paid for at the time) be insufficient to meet such costs, damages, losses and expenses, as determined by the PMC team/owner and Architect, the Contractor shall be legally bound to pay the balance amount due under the claim to the Owner within one month of receiving notification to that effect from the Architect and PMC team. In the event of failure on the part of the Contractor to pay the balance amount due within one month as stated above, the Owner shall be entitled to invoke the Initial security deposit and the Contractor shall raise no objection in this regard.

- v. In respect of those parts of the Work for which longer guarantee periods are stipulated elsewhere in the Contract Documents, the Defects Liability Period for such parts of the Works shall be until the end of the respective guarantee period that is stipulated for each such part.

#### **46. FINAL COMPLETION OF THE WORK**

The Work shall be considered as finally complete at the end of the Defects Liability Period subject to the Contractor having replaced and/or rectified and made good all the defective items of work and defects in accordance with clause above, to the satisfaction of the Project Management team, Architect, Owner and provided that the Contractor has performed all its obligations and fulfilled all its liabilities under the Contract, and when the PMC team/owner has certified in writing that the Works are finally complete. Such Final Completion in respect of those parts of the project, for which extended guarantee periods are stipulated elsewhere in the Contract Documents, shall be achieved at the end of such stipulated guarantee periods.

#### **47. FORCE MAJEURE**

- 47.1** The right of the Contractor to proceed with the Work shall not be terminated because of any delay, subject to the time limits set forth in this clause, in the execution of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, or the Sub-Contractors, being Acts of God or that of the public enemy, restraints of Governing States, fires and floods. The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event), (c) economic hardship and (d) changes in applicable laws.
- 47.2** If the Contractor is wholly prevented from the performance of the Contract for a period in excess of thirty (30) consecutive days because of a Force Majeure, the Owner may terminate this Contract by fifteen (15) days written notice delivered to the Contractor, and if the period of the Force Majeure exceeds one hundred and twenty (120) consecutive days, the Contractor may terminate this Contract by fifteen (15) days written notice to the Owner. In the event this Contract is so terminated, the Contractor shall be paid for the costs of the Work actually executed up to the date of termination. Such costs shall not include loss of profits or for any other expenses of the Contractor or Sub-Contractors such as salaries or wages of the employees or workers, hire charges for plant and machinery, expenses towards maintenance of establishment, demobilization, break charges or any other expense. Failure to agree on an equitable settlement shall be deemed to be a dispute.

**48. TERMINATION OR SUSPENSION OF THE CONTRACT BY THE OWNER**

- 48.1** If the Contractor shall be adjudged bankrupt or if he should make a general assignment for the benefit of its creditors, or if a receiver shall be appointed on account of its insolvency /bankruptcy, or if he should persistently or repeatedly refuse to carry out the Works diligently, or if he should fail to provide enough skilled workmen or materials or equipment or plant and machinery or tools or anything else necessary for the progress of the Work in accordance with the approved Construction Program, or if he should fail to make prompt payments to Sub-Contractors or to suppliers for materials or equipment or to its workers, or if he should persistently disregard laws or ordinances of the Central/State or local governments or disregards the instructions of the PMC team or the Owner's Representative, or if he should be guilty of a violation or breach of any provision of the Contract, or if he has abandoned the Contract, or if he has failed to commence the Work within the time specified or if he has suspended the Work, then the Owner, may without prejudice to any other right or remedy, and after giving the Contractor seven days' notice in writing, terminate the Contract and take charge of all materials, equipment, tools, and plant and machinery thereon and use these as the Owner's property for the completion of the Project. In such case the Contractor shall be entitled to receive any payment for the Work completed by him only after the Project is completed. If the amount due to the Contractor for the Work carried out by him as per the Contract terms exceeds the expenses incurred by the Owner, including for additional management and administrative services, for completing the Project and in respect of the damages and/or losses suffered by the Owner due to the Contractor's default, then such excess shall be paid to the Contractor within three months of the final completion of the Project. If such expenses for completing the Project and in respect of the damages and/or losses suffered by the Owner exceed the amount due to the Contractor, then the Contractor shall pay the difference to the Owner within one month of receiving a notice to that effect from the PMC team or the Owner's Representative. The expenses incurred by the Owner for completing the Work and in respect of the damages and/or losses suffered by him due to the Contractor's default, shall be certified by the PMC team and its decision on this matter shall be final and binding on the Contractor.
- 48.2** The Owner may terminate the Work for convenience at any time for reasons other than for cause, without prejudice to any claims that the Owner may have against the Contractor, by giving the Contractor at least seven days' prior written notice thereof. In such event, the Owner shall pay the Contractor for such portions of the Work as are completed and properly invoiced under the provisions for final payment in Clause 30 hereof for Work performed prior to termination. In no event, shall the total payments made to the Contractor exceed the Contract Price, and, prior to full payment, the Contractor shall comply with the requirements for the release of claims and other documentation as appropriate as provided for under the provisions for final payment in Clause 30 hereof. The Owner's sole liability to the Contractor for termination pursuant to this Clause 48.2 shall be determined in accordance with this Clause 48.2 only and the Contractor shall not be entitled to any further payments, including without limitation, loss of anticipated profits or any other claims of whatsoever nature.
- 48.3** The PMC team or the Owner's Representative may suspend at any time and for any reason any part of or the whole of the Work by giving at least 24- hours' written notice thereof to the Contractor, specifying the part of the Work to be suspended and the effective date of such suspension. The Contractor shall cease work on said part of the Work on the effective



date of such suspension but shall continue to perform any unsuspended part of the Work. During a suspension, the Contractor shall only be reimbursed for the cost of the unsuspended Work related to (a) the Contractor's employees whose work has been approved by the PMC team, and (b) such other items authorized by the Owner pursuant to a Change Order. The Owner may, at any time, authorize resumption of the suspended part of the Work by notifying the Contractor of the part of the Work to be resumed and the effective date of suspension withdrawal. The Work should be properly resumed by the Contractor after receipt of such notice. The Owner's sole liability to the Contractor for suspension shall be determined in accordance with this Clause 48.3 and any approved Change Order, and the Owner shall not be liable for any other damages, including without limitation, loss of anticipated profits or any other claims of whatsoever nature.

#### **49. INTELLECTUAL PROPERTY RIGHTS**

**49.1** It is hereby acknowledged and agreed that the Owner has commissioned the Work in connection with the Project and accordingly ownership of all intellectual property rights, including but not limited to property rights in the design and in all Drawings, Specifications and documents prepared by the Architects, the Contractor and any Sub-Contractors or Vendors belongs and shall be assigned solely to the Owner who shall be entitled to deal with the designs, Drawings, Specifications and documents in whole or in part, in any manner in the Owner's sole discretion. The Contractor hereby disclaims any right whatsoever on these intellectual property rights in which cases the Owner shall be duly informed in that regard. This intellectual property right entitlement shall extend to any maintenance, repair and renewal, reinstatement and enlargement of the Project. The Contractor shall ensure that any provisions of this type necessary to protect the intellectual property rights of the Owner are included in all its contracts with Sub-Contractors.

**49.2** All communications, whether written or oral, including but not limited to this Contract, its Annexures, Drawings, data sheets, Specifications, bills of material, sketches, calculations, designs and all other materials shall be treated as confidential and shall be the exclusive property of the Owner unless otherwise agreed in writing and must be given to the Owner upon request, but in any event all such materials shall be delivered to the Owner upon termination/expiry of this Contract.

**49.3** The Contractor agrees that it and its employees, agents, Sub-Contractors and consultants shall not (without the prior written consent of the Owner) during the term of this Contract or thereafter, disclose, make commercial or other use of, give or sell to any person, firm or corporation, any information received directly or indirectly from the Owner or the Architect or acquired or developed in the course of the Work, Project or this Contract, including by way of example only, ideas, inventions, methods, designs, formulae, systems, improvements, prices, discounts, business affairs, trade secrets, products, product specifications, manufacturing processes, data and know-how and technical information of any kind whatsoever unless such information has been publicly disclosed by authorized officials of the Owner. The Contractor agrees that prior to assigning any employee or agent or hiring any Sub-Contractor or consultant to work on this Project, such employee, agent, Sub-Contractor or consultant shall be required to execute a document containing in substance and form, a confidentiality provision similar to this provision.

**49.4** The Contractor shall not, without the Owner's prior consent

- i. take any photographs or videos of the Project (or any part thereof) for use otherwise than in connection with carrying out and completion of the Project;

- ii. write for publication, or cause, information or comment or pictures about the Project;
- iii. supply to any third person such as actual and prospective Owners, contractors, publishers, other interested parties and the like, the designs and any articles or information relating to the Project; and
- iv. give interviews to the press including television, radio print and the like regarding the Project or the Contractor's involvement in the Work.

**49.5** Notwithstanding the foregoing, this provision shall not limit the obligation of the Contractor to take photographs and/or videos on a regular basis for the purpose of providing the progress reports required by this Contract.

**49.6** The Contractor, Sub-Contractors and their respective employees, representatives, agents, servants, workmen and suppliers shall not, during or after the termination/expiry of this Contract, disclose any information pertaining to this Contract or the Project to any person without the prior written consent of the Owner except when called upon to do so by a valid and lawful direction or order of a statutory or Government authority or an order of a court of law or where any of the parties require production of this document and related information for establishing their respective legal rights.

## **50. SETTLEMENT OF DISPUTES / ARBITRATION**

**50.1** All disputes and differences of any kind whatsoever arising out of or in connection with this Contract whether during the progress of the work or after their completion shall be referred in writing by the Contractor to the Owner's Representative, and the Owner shall within 10 days from receipt make and notify its decisions thereon in writing to the Contractor.

**50.2** Decisions, directions, clarifications, measurements, drawings and certificates with respect to any matter the decision for which is specially provided for by these or other special conditions to be given and made by the Owner's Representative or by the PMC team are matters which are referred to hereinafter as excepted matters which shall be excluded from arbitration and shall be final and binding upon the Contractor. Such excepted matters are outside the preview of arbitration. They shall be specifically excluded from the scope of arbitration proceedings hereinafter referred to.

**50.3** Subject to the aforesaid in the event of any dispute or difference between the parties hereto as to the construction or operation of this Contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the Owner of any certificate to which the Contractor may claim to be and entitled to or if the Owner fails to make a decision within the aforesaid time, then and in any such case, but except in any of the excepted matters referred to in the above clause, the Contractor after 90 days of its presenting final claim on the disputed matters, may demand in writing that the dispute or difference be referred to and settled by a sole arbitrator mutually acceptable to the Owner and the Contractor,. In the event the parties fail to appoint a mutually acceptable arbitrator, the parties shall approach the appropriate court for appointment of the sole arbitrator. The award of the Arbitrator shall be final and binding on both the parties. The provisions of the Arbitration and Conciliation Act 1996 as amended from time to time shall apply to such arbitration. The arbitration venue shall be at Tirupati District, Andhra Pradesh as decided by the Institute and language shall be English.

**50.4** The Contractor shall not, except with the consent in writing of the Owner, the Architect, in any way delay the carrying out of the Work by reason of such matter, question or dispute being referred to arbitration but shall proceed with the work with all due diligence and shall, until the decision of the arbitrator is given, abide by the decision of the Architect and no award of the arbitrator shall relieve the Contractor of its obligations to adhere strictly to the Owner, the Owner's Representative's or the PMC team instructions with regard to the actual carrying out of the Work except as specifically affected by such award.

**51. GOVERNING LAW**

The governing law of the Contract shall be Indian law. Any disputes related or arising out of this agreement shall be subject to the exclusive jurisdiction of courts of Andhra Pradesh.

**52. STANDARDS OF CONDUCT**

**52.1 Maintenance of appropriate Business standards**

The Contractor, in performing its obligations under this Contract, shall establish and maintain appropriate business standards, procedures and control, including those necessary to avoid any real or apparent impropriety or adverse impact on the interests of the Owner. The Owner shall in no event reimburse the Contractor for any costs incurred for purposes inconsistent with such policies.

**52.2 Compliance with laws, rules and regulations**

Contractor represents, warrants, certificates and covenants that in connection with performance under this Contract that

- i. It shall, and the Work to be provided here under shall, comply with all applicable local, State, and Central laws, rules and regulations, including but not limited to those governing building constructions, environmental, safety of persons and property, Employees State Insurance, Workmen's Compensation, Provident Fund and applicable industrial / labour laws, and land development laws, rules and regulations.
- ii. No services provided hereunder shall be produced using forced, indentured or convicted labour or using the labour of persons in violation of the minimum working age law in the country where the Work are rendered;
- iii. It shall comply with all laws regarding improper or illegal payments, gifts or gratuities; and Contractor agrees not to pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person or entity for the purpose of illegally or improperly inducing a decision or obtaining or retaining business or any advantage in connection with this Contract;
- iv. It has not paid or provided and shall not pay, any gratuity for the benefit of any agent, representative or employee of the Owner other than in accordance with the Owner's applicable policies; and
- v. It has not, and shall not, engage in any sharing or exchange of prices, costs or other competitive information or take any other collusive conduct with any third party supplier or bidder in connection with the preparation or submission of any bid or proposal to the Owner or the negotiation of this Contract.
- vi. It shall also comply with all rules and regulations of the Owner which may be in effect at the Facility site regarding employment, passes, badges, smoking, fire prevention,

safety and conduct or property. On behalf of the Owner, Contractor shall request and monitor that any Contractor, Sub-Contractors, vendors and each of their employees observe such rules and regulations.

**53. WARRANTY AS TO DOCUMENTS SUBMITTED TO OWNER AUDIT**

The Contractor represents that all Documents, including invoice, vouchers, and financials to settlements, billings and other reports submitted or to be submitted by the Contractor to the Owner in support of an application payment are true, correct, complete and accurate in all respects. Upon request of the Owner, the Contractor agrees to cooperate fully with the Owner in the conduct of a joint audit of the billings by the Contractor for the Work.

**54. ACCOUNTS AND AUDIT**

The Contractor agrees to maintain true and accurate financial statements and books of accounts, recording all income and expenditure in relation to the Project (“**Books of Accounts**”). The Books of Accounts shall, at all times, be maintained at the Site. The Contractor agrees that the Owner, Architect and the PMC team shall have the right to conduct (or cause to be conducted) an independent audit of the Books of Accounts at anytime during the subsistence of the Contract. Additionally, the Contractor agrees that the Books of Accounts shall be maintained for a minimum of 60 months subsequent to the expiry/termination of the Contract.

**Liability**

Notwithstanding anything to the contrary herein or the Contract, in no event shall Owner be liable to the contractor for any indirect, incidental, consequential, special or exemplary damages, nor for any damages as to lost profit, data, goodwill or business, nor for any reliance or cover damages arising out of either the performance or non-performance of any terms of this Contract by the Owner or enforcement of any rights of the Owner hereunder, even if Owner was advised about the possibility of the same.

**55. SCHEDULE OF FISCAL ASPECTS**

Sr. No.	Description	
<b>A</b>	<b>Commencement / Completion</b>	
<b>i</b>	<b>Commencement of work</b>	The Work shall commence on date of issue of LOI.
<b>ii</b>	<b>Mobilization period</b>	From the date of issuance of LOI, a mobilization period of 14 days shall be allowed to the Contractor to mobilize its resources at site.
<b>iii</b>	<b>Completion of Work</b>	Academic Block NE – 12 Months Hostel Block [BH5] – 15 Months
<b>iv</b>	<b>Contract Validity</b>	Contract shall be valid up to 6 months from project Handing over and all rates are valid till that period.
<b>B</b>	<b>Payment terms</b>	
<b>i</b>	<b>Mobilization Advance</b>	After the contract agreement is signed, if required, 10% of the contract value shall be paid as Interest Free mobilization advance against submission of bank guarantee from any Nationalized Bank for an amount equivalent to 10% of contract value valid upto contract duration + 3 months, which shall be recovered in full through the Running Account Bills on Pro-rata basis starting from the subsequent Running Bill to that in which the total value of work done exceeds 10% of contract value and shall be fully recovered by the time the Cumulative Work Done Certified Amount / Bill Value reaches 80% of the Contract Value. Contractor shall submit the bank guarantee extension 20 days prior to its expiry date; if any required. Mobilization advance shall be recovered on pro rata basis from the running account bills.
<b>ii</b>	<b>Earnest Money Deposit</b>	The Tenderer shall furnish, Earnest Money Deposit value of 1% of the bid price through a NEFT / RTGS in favor of IIIT, Sri City while submitting all the tender documents duly filled including the technical details. The Earnest Money deposited shall not carry any interest. The EMD of unsuccessful bidders shall be returned within 1 months of opening of bids. The EMD shall be forfeited in case if the bidders withdraw from the tender process before completion of tender process and also to the successful bidder not signing the agreement within stipulated time.

Sr. No.	Description	
iii	<b>Initial Security deposit / Performance Bank Guarantee</b>	<p>The successful bidder shall have to pay the initial security deposit of 5% of approved final contract value prior to the signing of agreement.</p> <p>The EMD amount submitted shall be adjusted towards the initial security deposit and the balance amount shall be submitted in the form of Demand Draft / Bank Guarantee from any Nationalized Bank.</p> <p>Initial Security Deposit Bank Guarantee as per the approved format available in the tender document shall be accepted.</p> <p>Initial Security Deposit Bank Guarantee shall be submitted as per the approved format from nationalized bank and shall be valid for entire duration of the contract from the signing of agreement till the successful virtual completion of project. Initial security deposit shall be returned on release of virtual completion certificate by PMC / Owner representative.</p> <p>Initial security deposit (PBG) of 5% shall be released after successful completion and handing over of project to client in an agreed manner.</p>
iv	<b>Retention Money</b>	<p>Deduction towards retention money shall be made in every Running bill at 5% of the value of work certified, towards retention.</p> <p>In total, 5% of the contract value shall be retained during the defects liability period, provided the Works are free from defects and the contractor has rectified all defects identified by Architect/ PMC team/ Owner. The retention money shall not carry any interest.</p> <p>Out of the 5% Retention money, an amount of 2.5% of retention money shall be released after 6 months from the date of issue of virtual completion certificate;</p> <p>Balance 2.5% shall be released after completion of DLP.</p>
v	<b>Material Advance</b>	<p>A 75% of material advance shall be paid on specified material which intended to be consumed in the project within a month. Balance will be paid after measurement approval by PMC.</p>

Sr. No.	Description	
vi	<b>Acceptance of Agreement timelines</b>	Once the LOI is issued to the successful contractor, he should submit the signed and accepted agreement within 28 days from the date of issuance of LOI. Failing which EMD shall be forfeited.
vii	<b>Defects Liability Period</b>	12 Months from the date of Virtual Completion. Where extended Guarantee periods are stipulated in the Contract Documents for particular parts of the Works, the Contractor shall furnish appropriate guarantees in approved formats for same before issuance of the Final Completion Certificate.
viii	<b>Insurance</b>	<p>a. Contractor's All Risk (CAR) Policy shall be directly taken by the contractor for the entire project.</p> <p>b. Contractor to provide Policy to cover Erection All Risk (EAR)</p> <p>c. Contractor to provide Policy to cover Contractor's liability under Workmen's Compensation Act 1923, Minimum Wages Act 1948, Contract Labour (Regulation and Abolition) Act 1970 and other relevant labour legislations.</p> <p>Insurance cover against damage or loss due to any reason in respect of material, equivalent and/or work done. Limit of liability shall not be less than the value of such materials at any stage of the contract, for the period of completion including the Defects Liability Period. The Contractor shall produce to the Project Manager all certificates of insurance within 10 days from the date of issue of LOI.</p>
ix	<b>Statutory requisites</b>	<p>Contractor has to comply with the following statutory requirements</p> <p>a) Contractor has to obtain labour license for the project prior to start of works and submit the Labour license copy.</p> <p>b) Contractor has to comply with ESI and PF regulation and has to submit the ESI &amp; PF challans deposited against workmen at site with details monthly.</p> <p>c) Contractor has to comply with the local laws and regulation including but not limited to Contract Labour Regulation, etc. All records in this connection shall be properly maintained by the Contractor and produced for scrutiny by the concerned authorities, the PMC team and the Owner whenever called for.</p> <p>d) Contractor to maintain muster roll cum wages register and submit the same on monthly basis along with the bills.</p>

Sr. No.	Description	
x	<b>Liquidated Damages</b>	<p>Since time is the essence of the contract, the LD shall be imposed in two parts.</p> <p><u>Part 1</u>  <b><u>Liquidated Damages for Milestones:</u></b> Shall be for the five (5) milestones,</p> <p>On non-achievement of milestones shall attract levy of liquidated damages of 5% of contract value and the suggested milestones are in the Annexure – X.</p> <p>The milestones shall be finalized with the selected contractor of the award of the work on mutually agreed timelines.</p> <p>Each of these mile stones defined shall be reviewed by the PMC team at regular intervals and vendor must submit RA bills with a declaration on achieving/ progress of milestone.</p> <p>Default on achieving these milestones shall result in withholding 1% of total contract value for each milestone up to milestone 5 from the RA bills.</p> <p>If the contractor successfully achieves a subsequent milestone within the stipulated period, along with the previous milestone, the retained amount from the previous milestone shall be released. The payment of withheld amount shall be released along with the processing of subsequent RA bills and for this the vendor must raise a request letter mentioning the completion of milestones within the approved schedule.</p> <p>However, If the contractor fails to meet previous milestones but manages to complete the project within the specified timeline, achieving virtual completion within 12/15 months from the date of the Letter of Intent (LOI), the withheld amount for the respective milestones shall be released in the final bill, subject to the submission of a request letter and declaration upon verification.</p> <p>If the contractor fails to achieve all the milestones as per the schedule, a total cumulative LD of 5% of total contract value shall be permanently retained.</p>



Sr. No.	Description	
		<p><u>Part 2</u>  <b><u>Liquidated Damages for Overall completion:</u></b>          If the contractor fails to maintain the required progress or to complete the work and clear the site on or before the contract or extended date of completion, he shall without prejudice to any other right of remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below on the amount of tendered value of the work for every completed day / week (as applicable) that the work remains incomplete.</p> <p>This will also apply to items or group of items for which a separate period of completion has been specified.</p> <p><b>Liquidated damages of work: @ 1% per week of delay to be computed on per day basis.</b></p> <p>Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the tendered value of work for which a separate period of completion is originally given.</p> <p>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 Institute. In case, the contractor does not achieve a particular milestone or the re-scheduled milestone(s), the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of Time. With-holding of this amount of 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.</p> <p><b><u>Extended PMC Service charges shall be borne by the contractor for the extended period of construction even if the EOT is granted without penalty/LD as per clause.</u></b></p>

Sr. No.	Description	
<b>C</b>	<b>Bills</b>	
<b>i</b>	<b>Running Bills</b>	The bills in Quadruplicate (1 copy will be returned to contractor after approval) shall be submitted to the Project Managers along with all supporting documents. Only one bill per calendar month shall be admitted subject to invoice value not less than <b>1 Crore</b> excluding GST. RA Bills should be submitted only for the completed work.
<b>ii</b>	<b>Certification</b>	Documents listed in C (iv) shall be submitted along with the draft invoice shall be approved with in 3days the vendor is authorized to raise tax invoice and 60% of bill value as ADHOC advance shall be paid within 10 days (10 working days) (excluding GST) of receipt of complete bill tax invoice and remaining 35% shall be paid after PM certification and accounting of all the deductions and IT (income tax) as per the prevailing rates shall also be deducted and balance amount released within 30 days from date of receipt of bill to accounts.
<b>iii</b>	<b>Payment Terms</b>	<p><b>Payment shall be made as follows</b></p> <p>The contractor can raise running account bills (RA bills) up to 95% of the contract value, running account bills shall be raised on a minimum monthly basis (i.e., one bill per month) subject to invoice value not less than <b>1 Crore</b> excluding GST.</p> <p>RA bills initially submitted as draft invoice after measurements are approved by the project team /QS along with documents that need to be submitted.</p> <p>5% of running account value excluding GST shall be retained as Retention Money towards Defect Liability Period.</p> <p><b>Prior approval need to be taken from respective project leads on delivery of material.</b></p>
<b>iv</b>	<b>Supporting Documents</b>	Bills shall not be accepted/ received by the PMC teams if bills are not in the correct format as prescribed by the PMC teams or are not presented along with material invoices/ delivery challans, e-measurement sheets, rate analysis, invoice submission check list, Drawings showing the highlighted area that is claiming in the bill, Material Test Certificates, list of employees engaged in site, receipt of wages for labour, GST details etc.

Sr. No.	Description	
v	<b>Tax Deduction at Source</b>	Tax shall be deducted as applicable at Source in accordance with the statutory requirements from all payments made to the Contractor, including labour cess.
vi	<b>Income Tax</b>	Income tax at the rate prevailing at the time of payment shall be deducted from each Running bill and Final bill, together with any other prescribed statutory deductions.
vii	<b>Period of raising Final bill</b>	Within 4 weeks of virtual completion of works and submission of handing over documents duly approved by the Architect/ PMC team. Final bill certification period shall be 6 months from the date of submission.
<b>D</b>	<b>Site facilities</b>	
i	<b>Storage facilities</b>	The Contractor shall be provide space for store & office at free of cost and store to be done by vendor with GI sheeting, Space to be returned in clean and good condition within a month after completion of work, Else space shall be charged Rs.5/- per sft per month till clearing of the space to the good condition. Contractor to restrict to the space allocated strictly.
ii	<b>Construction Power &amp; Water</b>	As per Clause 11.8
iii	<b>Labour Hutment / Staff quarters</b>	Limited Space shall be provided outside the campus for labour hutment or staff quarters on chargeable basis tentatively Rs. 4.0 lakhs per acre per annum. Sewage disposal charges are as per the prevailing rates of IIIT Sri City.
<b>E</b>	<b>Additional clauses</b>	
i	<b>Work Method Statement</b>	Before commencement of any work at site the contractor needs to submit two sets of work method statements prior to 10 days before start of work.
ii	<b>Staff details</b>	Minimum staff need to be deployed by the contractor as per table 1.  In case of failure of the contractors to employ any member of technical staff as per table 1, recovery shall be made from his bills towards penalty for non-engaging technical personnel, at the following rates, for such periods as the staff is not actually present at site as assessed by the Engineer-in-charge. <b>Rs. 1,00,000/-per month (Rupees One Lakh Only)</b>
iii	<b>Quality and Safety Debits</b>	As per Annexure – XI

**Table 1: Minimum Availability of Contractor Key Personnel:**

Sl. No.	Position	Qty. in Nos	Total Experience in Years	Years of Experience in Proposed Position
1	Project Manager	1	15 Years	5 Years
2	Deputy Project Manager	1	10 Years	3 Years
3	Planning Engineer	1	10 Years	8 Years
4	QA / QC Engineer	1	8 Years	6 Years
5	Graduate / Diploma Engineer – Civil & PHE	4	5 / 7 Years	5 / 7 Years
6	Graduate Engineer – Electrical	2	5 Years	5 Years
7	Civil Supervisor	4	5 Years	5 Years
8	Safety Officer	1	5 Years	3 Years
9	Finishing Engineer	1	8 Years	5 Years

**GENERAL RULES & DIRECTION:**

- 1) Officer Inviting Tender : Registrar, IIIT Sri City
- 2) Engineer In-charge : Senior Project Manager,  
Infrastructure, IIIT Sri City
- 3) Accepting Authority : BWC, IIIT Sri City
- 4) Percentage on cost of materials and labour to cover all overheads and profits : 15%
- 5) Standard Schedule of Rates : Market Rates
- 6) Time allowed for submission of Performance Guarantee : 15 days from the date of issue of LOI
- 7) Maximum allowable extension : beyond 7 days the period provided in (6)
- 8) Authority to decide Extension of Time : BWC, IIIT Sri City
- 9) Authority to decide Rescheduling of Milestones : BWC, IIIT Sri City
- 10) Gross work to be done together with net payment /adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment : Rs. 1 Crore
- 11) Authority for deciding reduced rates : BWC, IIIT Sri City
- 12) Deviation limit : 30% for Super-structure and  
100% for Sub-structure works of BOQ

**List of testing equipment to be provided by the contractor at site lab.****I. For Field Testing Laboratory****1. Balances**

- a. 7Kg. to 10Kg. capacity, semi-self-indicating type- accuracy 10gm.

- b. 500gm. Capacity, semi-self-indicating type-accuracy 1 gm.
- c. Pan balance- 5Kg. capacity-accuracy 10 gms.
- 2. Ovens-electrically operated thermostatically controlled upto 110 C – sensitivity 1C.
- 3. Sieves: as per IS 460-1962.
  - a. I.S. sieves – 450mm internal dia, of sizes 100mm, 80mm, 63mm, 50mm, 40mm, 25mm, 20mm, 12.5mm, 10mm, 6.3mm, 4.75mm, complete with lid and pan.
  - b. I.S. sieves- 200mm internal dia (brass frame) consisting of 2.36mm, 1.18mm, 600 microns, with lid and pan.
- 4. Sieves shaker capable of 200mm and 300mm dia sieves, manually operated with timing switch assembly.
- 5. Equipment for slump test – slump cone, steel plate, tamping rod, steel scale, scoop.
- 6. Dial gauges, 25mm travel – 0.01mm/division least count – 2Nos.
- 7. 100 tones compression testing machine, electrical – cum manually operated.
- 8. Graduated measuring cylinders 200ml capacity – 3 Nos.
- 9. Enamel trays (for efflorescence test for bricks).
  - a. 300mm x 250mm x 40mm – 2 Nos.
  - b. Circular plates of 520mm dia – 4 Nos

## **II. Field Testing Instruments**

- 1. Steel tapes – 3m
- 2. Vernier calipers
- 3. Micrometer screw 25mm gauge
- 4. A good quality plumb bob
- 5. Spirit level, minimum 30cms long with 3 bubbles for horizontal vertical
- 6. Wire gauge (circular type) disc
- 7. Foot rule
- 8. Long nylon thread
- 9. Rebound hammer for testing concrete
- 10. Dynamic penetrometer
- 11. Magnifying Glass
- 12. Screw driver 30cms long
- 13. Ball pin Hammer, 100 gms
- 14. Plastic bags for taking samples
- 15. Moisture meter for timber & Plastering
- 16. Earth Resistance Test (for electrical division)

**56. BASIC MINIMUM PLANT AND MACHINERY REQUIRED AT SITE**

Availability (owned/Leased) of the following key and critical equipment for the work

<i>S. No.</i>	<i>Equipment Type and Characteristics</i>	<i>Minimum No's Req'd.</i>
1	125KVA DG set	1 No.
2	Tower Crane of 10 Tons Capacity	1 No.
3.	QA/QC Lab equipment	1 Set
4.	Batching Plant	1 Set

**Note:**

The tenderer should produce ownership certificate / lease certificate of proof of having in possession of above equipment's and other T&P required for carrying out the work duly certified by an officer of the Government Department/ Private Client not below the rank of an Executive Engineer/ General Manager.

**57. FIRMS / INDIVIDUAL ELIGIBLE TO TENDER**

The Firms who possess the valid registration in the class and category mentioned in the website, PF Registration and satisfy all the conditions therein are not blacklisted or debarred or suspended by the Government for whatever the reason, prohibiting them not to continue in the contracting business have complied with the eligibility criteria specified in the NIT are the eligible tenderers.

**58. FIRMS/ INDIVIDUALS INELIGIBLE TO TENDER**

- i) A retired officer of the Govt. of Unified AP/Telangana State or Govt. of India executing works is disqualified from tendering for a period of two years from the date of retirement without the prior permission of the Government.
- ii) The Tenderer who has employed any retired officer as mentioned above shall be considered as an ineligible tenderer.
- iii) The contractor himself or any of his employees is found to be Gazetted Officer who retired from Government Service and had not obtained permission from the Government for accepting the contractor's employment within a period of 2 years from the date of his retirement.
- iv) The Contractor or any of his employees is found at any time after award of contract, to be such a person who had not obtained the permission of the Government as aforesaid before submission of the tender or engagement in the Contractor's service.
- v) Contractor shall not be eligible to tender for works in the Zone where any of his near relatives are employed in the rank of Assistant Manager and above. The Contractor shall intimate the names of such persons who are working with him in any capacity or are subsequently employed. He shall also furnish a list of Gazette / Non-Gazette, IIIT Sri City Employees related to him. Failure to furnish such information, tenderer is liable to be removed from the list of approved contractors and his contract is liable for cancellation.

Note: Near relatives include

1. Sons, step sons, daughters, and step daughters.
2. Son-in-law, and daughter-in-law.
3. Brother-in-law, and sister-in-law.
4. Brothers and Sisters.
5. Father and Mother.
6. Wife / Husband.
7. Father-in-law and Mother-in-law
8. Nephews, nieces, uncle and aunts
9. Cousins and
10. Any person residing with or dependent on the contractor.

Note: For all works costing more than Rs.2.00 Crores, the contractor shall submit quality plan and also show proof of owning quality lab or tie-up with an established quality lab.

1. Testing machine for determining crushing strength of Cement concrete cubes, cone for slump test.
2. Apparatus for finding liquid limit and plastic limit for binding material (muram).
3. Electrically heated oven.
4. Proctor's density test apparatus.
5. Set of sieves required for sieve analysis of coarse aggregate and fine aggregate, AIV machine, Metal gauge and sieve for flakiness index.
6. Physical balance 50-100 kgs capacity.
7. Sand cone apparatus to test field density.

#### **59. COST OF TENDERING**

The tenderer shall bear all costs associated with the preparation and submission of his tender and the tender inviting authority shall in no case be responsible and liable for those costs.

#### **60. ONE SET OF TENDER DOCUMENTS, COMPRISES OF THE FOLLOWING**

- 1) Notice Inviting Tenders (NIT)
- 2) Specifications
- 3) Drawings
- 4) Forms of Securities i.e., EMD.
- 5) BOQ with rates (Bill of quantities)

Note: All the above documents and Bank Guarantees submitted after award of work, will become part of the Contract Agreement.

#### **61. AMENDMENT TO TENDER DOCUMENTS**

- a. Before the last date for submission of tenders, the tender Inviting officer may modify any of the contents of the tender Notice, tender documents by issuing amendment/addendum.

- b. Any addendum/amendments issued by the tender inviting officer shall be part of the tender document and it shall be communicated in the CPP Portal in which NIT was published.
- c. To give prospective tenderers reasonable time to take an addendum into account in preparing their bids, the tender inviting officer may extend, if necessary, the last date for submission of tenders.

**62. BID OFFER**

Bill of Quantities called Schedule “A” and the bid offer accompanies the tender document. It shall be explicitly understood that the Tender Inviting Officer does not accept any responsibility for the correctness or completeness of this schedule ‘A’ and this schedule ‘A’ is liable to alterations by omissions, deductions or additions at the discretion of the Registrar or as set forth in the conditions of the contract.

1. Each and every page of the tender document must be signed by the authorized person. The tenders must be submitted in the prescribed format only. The tenderer must quote the rates and amount in the schedule of quantities.
2. The bid offer shall be for the whole work and rates quoted for all the items and the quoted rates shall remain consistent for the duration of the tender period. Additionally, these rates shall be applicable even if there is a quantity variation within a range of approximately +/-25% of the Bill of Quantities (BOQ) quantity.

**63. SIGNING OF TENDERS**

If the tender is made by an individual, it shall be signed in all pages with his full name and his address shall be given. If it is made by a firm, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his own name, and the name and address of each member of the firm shall be given, if the tender is made by an Institute, it shall be signed by a duly summarized officer who shall produce with his tender satisfactory evidence of his summarized. Such tendering Institute may be required before the contract is executed, to furnish evidence of its corporate existence. Tenders signed on behalf of G.P.A holder shall be rejected.

**64. LAST DATE / TIME FOR SUBMISSION OF THE TENDERS**

- a. Tenders must be submitted on the date & time specified in the Tender Notice / Tender Document.
- b. Tenders must be submitted in the CPP Portal not later than the date and time specified in website.
- c. The Registrar or his nominee may extend the date for receipt of Tenders by issuing an amendment in which case all rights & obligations of the Registrar & the Tenderers shall remain same as previously.

**65. EVALUATION AND COMPARISON OF PRICE BIDS**

The tender evaluation committee (TEC) along with IIIT team / PMC Team shall evaluate and compare the bids of all the Tenderers. And further process shall be intimated post submission.



- a. The Registrar or his nominee shall evaluate and compare the bids of all the Tenders received.
- b. Negotiations if required shall be called for. However, good gesture rebate, if offered by the lowest tenderer prior to finalization of tenders may be accepted by the tender accepting authority during final discussions.
- c. Selection of Tenderer among the lowest & equally quoted tenderers shall be in the following orders:
  - i. The turnover on similar works and thereafter machinery available for the work and then the clean track record shall be considered for selection.
  - ii. Weightage in selecting the tenderer shall prioritize the technical bid followed by the price bid. There is no assurance or requirement that the bidder with the lowest quoted price shall automatically be awarded the contract. The decision on selecting the tenderer rests solely with the registrar. Bidders are not permitted to inquire further about the selection process or decisions regarding the tenderer.

**66. PROCESS TO BE CONFIDENTIAL**

- a. Information relating to the examination, clarification, evaluation and comparison of tenders and recommendations for the award of a contract shall not be disclosed to tenderers or any other persons not officially concerned with such process until the award to the successful tenderer has been announced by the tender accepting authority. Any effort by a tenderer to influence the processing of tenders or award decisions may result in the rejection of his tender.
- b. No Tenderer shall contact the Registrar or any authority concerned with summarized of tenders on any matter relating to its tender from the time of the tender opening to the time the Contract is awarded.
- c. Before recommending / accepting the tender, the tender recommending / accepting authority shall verify the correctness of authenticated agreements of previous works executed by the lowest tenderer shall be called for.

**67. AWARD CRITERIA**

- a. The Registrar shall award or recommend to the Competent tender accepting authority for award of the contract to the tenderer whose price bid is competitive or comparable to his competitor. IIIT Sri City shall grant the contract to the successful bidder, considering both technical and commercial (price bid) aspects.
- b. The tender accepting authority reserves the right to accept or reject any tender or all tenders and to cancel the tendering process, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the reasons for such action.
- c. It shall not be obligatory on the IIIT Sri City to accept the lowest tender or any other tender, and tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the IIIT Sri City to assign reasons for declining to consider or

reject any particular tender or tenders and IIIT Sri City reserves its right to invite any tenderer or tenderer(s) for the negotiations.

**68. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT**

The tenderer whose tender has been accepted shall be notified of the award of the work by the Registrar, prior to expiration of the tender validity period by registered letter. This letter (hereinafter and in the Conditions of Contract called “Letter of Intent”) shall indicate the sum that the IIIT Sri City shall pay 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 Amount”).

When a tender is to be accepted, the concerned tenderer shall attend the office of the Registrar on or before the date fixed in the Letter of Intent. Upon intimation being given by the Registrar, of acceptance of his tender, the tenderer shall make payment of the balance E.M.D. if any, and additional security deposit wherever needed by way of Demand Draft / Bank Guarantee from a Nationalized Bank and sign an agreement in the form prescribed by IIIT Sri City for the due fulfillment of the contract. Failure to attend the Registrar’s office before the date fixed, in the written intimation, to enter into the required agreement shall entail forfeiture of the Earnest Money deposited. The written agreement to be entered into between the contractor and IIIT Sri City shall be the foundation of the rights and obligations of both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by the contractor and then by the proper officer summarized to enter into contract on behalf of IIIT Sri City.

The successful tenderer has to sign an agreement within a period of 28 days from the date of receipt of communication of acceptance of his tender or as intimated therein. On failure to do so his tender shall be cancelled duly forfeiting the E.M.D., paid by him without issuing any further notice and action shall be initiated for black listing the tenderer.

**69. PAYMENT FOR AUTHORIZED EXTRAS & SUPPLEMENTAL ITEMS**

If during the course of construction, the contractor is called upon or finds it necessary to execute an item of work which is not covered under the BOQ and/or additional/alternate work schedule then before commencing the work on that item the contractor shall notify the PMC / IIIT Sri City for the sanction of that item and approval of its rate. The contractor shall take care of to obtain from the IIIT Sri City/Architect/PMC Team in written order for any work not included in schedule of quantities and all such items instructed at site by PMC / IIIT Sri City representatives should be recorded in the site instructions books (Triplicate copy Book) and get it signed by the Instructed person at site. In event of extra item, the contractor shall submit rate analysis along with the supporting documents of material purchases at the time of final bill submission to amend the Work Order. The rate for such Extra item shall be derived as per the procedure given hereunder in order of prevalence.

- a) The rate shall be derived from the similar/analogous nature of items already existing in BOQ, by inter/extra polation.

- b) In the event such items of similar nature are not existing in BOQ, the rate shall be derived as per the standard coefficient of material consumption and labor component, duly certified by the EIC/Architect/PMC Team for executing the concerned item.
- c) The contractor shall submit the all the relevant documents, quotations obtained etc., in support of his claim. Contractor shall intimate client or their representative in written if any Non tendered items arise during execution along with the rate analysis as per below formula:

Non-Tendered Items rates shall be arrived at by considering actual material cost plus labour cost plus 5% towards tools and tackles plus 10% Over head and contractor profits excluding the taxes in the material part as GST shall be paid separately.

The documentation for finalizing the Non tendered items is as below

- i. Material purchase bills to be produced in original
- ii. Payment details to vendor

**70. CARE OF THE WORK**

The contractor shall be fully responsible for the act of his personnel employed by him on the works including the sub- contractors' personnel and shall liable to pay for any damages or loss arising out of negligence, carelessness of workers etc. Such damages/loss, if ordered, shall be made good by the contractor without any time extension and additional charges to the IIIT Sri City.

**71. PROTECTION OF THE WORK BY THE CONTRACTOR**

During inclement weather or rain, contractor shall suspend concreting for as much time as the engineer may direct and shall protect from damage all works as already in progress or completed just then. All such temporary protective measures shall be at contractors' cost and any damage to work shall be made good to the satisfaction of the IIIT Sri City by the contractor at his own expense. Should the work be suspended by reason of strikes/riots by contractors' own employees or any other cause whatsoever except the force major conditions contractor shall take all precautions necessary for the protection of work and make good at his own expense, any damage arising from any of these causes.

**72. SUSPENSION OF WORKS**

Work suspension for any reason whatsoever during the progress of work, or of account of extraneous reasons such as strikes, civil commotions, and natural calamity such as Thunder storms, earth quakes or any other pandemic outbreak/ condition or any restrictions levied by the government which effects the work progress or condition arises. Force majeure conditions and/or Executive order shall not be charged by Contractor towards any idling or demobilization/remobilization as may be necessary or incurred. Contractor has to take care of their hired workers who are accommodated at site camps with proper food and medical facility as per the government statutory/ G.O at that point of time.

**73. EXTENT OF THE WORK**

The Contractor shall carry out and complete the works in every respect in accordance with this contract with the directions of and to the satisfaction of the IIIT Sri City/Architect/PMC Team. IIIT Sri City/ Architect/PMC Team may in his absolute discretion and from time-to-time issue further drawings, details and/or written

instructions all of which are collectively referred as IIIT Sri City/Consultant's instructions. All such drawings and instructions shall be consistent with Contract Conditions.

**74. LIABILITY FOR EXCESS PAYMENT**

In case of over payment or wrong payment made if any to the contractor due to wrong interpretation of the provisions of the contract or otherwise and due to oversight of calculation error etc., such excess payment shall be deducted in the subsequent or final bill of the work or failing that from the bills under any other contract with the Institute or any other order of same vendor at any time thereafter from the deposit or any other contract/contracts. If no payment is due to the contractor, the amount shall be collected from his assets as governed dues by the Institute.

**75. INTEREST ON MONEY DUE TO THE CONTRACTOR**

No omission by the Engineer-in-charge/ PMC Team to pay the amount due upon certificates shall vitiate or make void the contract, nor shall the contractor be entitled to interest upon any guarantee fund or payments in arrear, nor upon any balance which may, on the final settlement of his accounts, found to be due to him.

**76. DRAWINGS**

1. The plans can be liable to altered during the execution of work as per necessity of site conditions. The rates quoted by the contractor for various items shall hold good for execution of work even with altered plans.
2. One set of construction drawings (GFC), on the basis of which actual execution of the work is to proceed shall be furnished free of cost to the contractor by the PMC / IIIT Sri City Team progressively according to the work program submitted by the contractor. Drawings for any particular activity shall be issued to the contractor at least 30 days in advance of the scheduled date of the start of the activity. However, no extra claims by the contractor toward any delay in issue of drawing or issue of any revision / change to the drawings issued earlier shall be admissible. The Engineer In-Charge shall intimate the contractor 7 days in advance regarding any delay to issue of drawings, for any particular stage of works. If work gets effected due to delay to issue of drawings, for any particular stage of work the contractor shall be granted extension of time.
3. After completing the project execution, contractor need to submit the as-built drawing in 5 sets and in digital format along with the handover documents in (2) two sets. Failing to which final bill won't be passed for payment.

On boarded contractor need to prepare shop drawings for the construction, the same need to submitted to architect for approval for execution.

**77. ORDER OF PRECEDENCE**

All the documents as listed above are intended to be complementary and what either requires shall be treated as if required by all. In the event of variance and/or ambiguity between General, Special, Technical and Commercial Conditions of Contract and description in BOQ following order shall prevail

- a. BOQ description
- b. Technical Specifications of contract

- c. Tender Drawings
- d. General Conditions of Contract
- e. Special conditions of Contract

**78. LIAISON WORK**

- a. The Contractor shall be responsible for all liaison work with CEIG and also to obtain approval of drawing from CEIG.
- b. The Contractor shall get all the approvals from the CEIG/ Concerned Authorities for which necessary statutory fees shall be paid by the Institution.
- c. Approval for Electrical installation viz., HT & LT panels shall be liaised with local authorities (APSPDCL).

**SECTION 7: SPECIAL CONDITIONS OF CONTRACT**

The following issues are deemed to have been read, understood and accepted by the contractor and shall form part of contract document:

1. Milestone dates for project completion is as per attached Annexure X. Vendor to submit Macro and Micro schedule matching to the milestone schedule.
2. Contractor to submit the appropriate Execution Strategies & methodologies and procurement & supply of materials to complete the Mile stones of the project without any slippage of the dates.
3. Any Statutory Approvals if applicable to execute and complete the scope of works shall be included in the quoted rates.
4. Site Office, Storage Facilities, other temporary facilities and necessary lighting for execution shall be in contractor's scope.
5. Contactor to maintain the internal roads of IIIT Sri City campus throughout the project duration. In case of any damage, it should be rectified at his own cost.
6. Contractor to make and maintain the approach road to reach the entry point provided at the west side of campus boundary wall, including formation of access and egress to each building sites.
7. Contractor need to arrange for rigid metal scaffolding required for works to be executed at heights and other related works with necessary safety precautions required for completion of scope of works.
8. Surrounding area shall be maintained neat and clean, if any debris generated, they shall be stacked separately and should be moved out of site premises by contractor cost, no payment shall be made for site cleaning and debris removal.
9. During execution, required shop drawings shall be submitted to the consultant/ client for approval. Accordingly, execution to be done at site.
10. Contractor should provide mobile toilets for male & female workers at site. The number of toilets shall be referred from standard NBC guidelines. The cost of mobile toilets and its cleaning shall be duly born by contractor. Daily maintenance and cleaning need to be done and cost should borne by contractor.
11. IIIT Sri City/PMC Team has sole authority in selecting the contractor based upon the technical and commercial evaluation. Contractor will not have any right to question them.
12. IIIT Sri City as client has authority to de-scope any item from the BOQ as and when needed, the same can be done by other vendor/contractor.
13. All work and materials brought and left upon the ground by the contractor or by his orders for the purpose of forming part of the works, are to be considered to be the property of the IIIT Sri City and the same are not to be removed or taken away by the contractor or any other person without consent in writing of the Engineer-in-charge, but the IIIT Sri City is not to be in any way responsible for any loss or damage which may happen to or in respect

of any such work or materials either by the same being lost or damaged by weather or otherwise.

14. **Name Board:** The contractor shall prepare and display name board at site as per approved design by the Architect. It shall have Project Images; Name of Project; Name of Employer; Name of Architect; Name of Consultants; Name of Contractor.
15. On account of security considerations, some restrictions may be imposed by the security staff on the working and/ movement of men and materials etc. The contractor will be bound to follow all such restrictions/ instructions and he shall organize his work accordingly. No claim on this account, whatsoever, shall be payable.
16. **The main contractor should cooperate with other vendors/contractors who are appointed / nominated by IIIT Sri City. Any scaffolding material / power / water for their works should be given by the main contractor. All the coordination with respect to other vendor / contractors to be done by the main contractor. Cost of coordination should be considered in this BoQ. No further additional cost shall be considered / paid later.**
17. **For all RCC components including structural/ Non-structural shear walls, slabs, columns & beams, the contractor must submit Formwork method statements & shop drawing for approval before any execution.**
18. Computerized (CMB) / Electronic Measurement (EMB) Books (as applicable as in practice) and monthly Bills to be submitted by the Contractor.

Computerized measurements to be furnished by the contractor, duly machine numbered for the pages. The pages of these Measurement Books shall be of A-4 size. All these Measurement Books belonging to a Division shall be serially numbered, and a record of these Computerized Measurement Books shall be maintained in a separate Register. The conventional M-Book format shall be used for the Computerized Measurement Books. The measurements shall be carried forward from the previous recorded measurements as per the procedure.

**19. Mode of Measurements:**

- a. The measurements shall be recorded and entered in computerized format in the first instance by the contractor, and a hard copy shall be submitted to PMC. All entries shall be made exactly as per the procedure.
- b. These measurements shall then be 100% checked by the Site Engineer, and test checked by the PMC.
- c. The contractor shall incorporate all such changes or corrections, as may be done during these checks/test checks, to his draft computerized measurements, and submit to the PMC the final computerized measurements in the form of a book, duly hard bound in red colour on the lines of the conventional measurement books now in use, and with its pages machine numbered.

- d. The Site Engineer, PMC shall check these computerized measurements to ensure that all the changes or corrections made by them earlier in the draft measurements are correctly incorporated in the final measurements. This book shall be treated as a Computerized Measurement Book.
- e. The Site Engineer, PMC shall record the necessary certificates for their checks and test checks as per the procedure in this Computerized Measurement Book.
- f. The Computerized Measurement Book shall be allotted a serial number as per the Register of Computerized Measurement Books.

**20. Cutting or over-writing in CMB not allowed**

- a. The Computerized Measurement Book given by the contractor, duly bound, with its pages machine numbered, shall have no cutting or over-writing.
- b. It is the responsibility of the Site Engineer, Engineer-in-charge to ensure that the checks and test checks done by them in the initial draft measurements are correctly incorporated in the Computerized Measurement Book before they record their certificates. In case of any error, the Computerized Measurement Book shall be cancelled, and the contractor shall resubmit a fresh Computerized Measurement Book.
- c. This should be done before the corresponding computerized bill is submitted to the PMC for verification.
- d. The contractor shall submit as many copies of Computerized Measurement Books as may be required, and as are specified in the NIT/contractor, for the purpose of reference and record in the various offices of IIIT Sri City.

**21. Computerized Bill to be submitted by the contractor**

- a. The contractor shall submit his running and final bills in a computerized form in the same format as the existing conventional bills, with all the pages machine numbered, and hard bound, and with all the entries made as per the procedure.
- b. The contractor shall submit as many copies of the computerized bills as may be required for the purpose of reference and record in the various offices of IIIT Sri City. The bill shall be carried forward from the previous running account bill as per the procedure.
- c. These computerized bills shall be processed by PMC and submitted to IIIT Sri City with their recommendations for payment, as per the procedure.

**22. Progress Reports – Submission by the Contractor**

The contractor has to submit monthly progress report of the work in a computerized form. The progress report shall contain the following, apart from whatever else may be required as specified:

- a. Project information, giving the broad features of the contract.
- b. Introduction, giving a brief scope of the work under the contract, and the broad structural or other details.



- c. Construction schedule of the various components of the work through a bar chart for the next 3 quarters (or as may be specified), showing the milestones, targeted tasks and up to date progress.
- d. Progress chart of the various components of that are planned and achieved, for the month as well as cumulative up to the month, with reasons for deviations, if any, in a tabular format.
- e. Plant and machinery statement, indicating those deployed in the work, and their working along with their designations.
- f. Manpower statement, indicating the actual manpower engaged against planned manpower and reasons thereof.
- g. Site Safety statistics indicating safe man hours, incidents if any.
- h. Financial statement, indicating the broad details of all the running account payments received up to date, such as gross value of work done, advances taken, recoveries effected, amounts withheld, net payments, details of cheque payments received, etc.
- i. A statement showing the extra and substituted items submitted by the contractor, and the payment received against them, items pending for sanction/decision by the Department, broad details of the bank guarantees, indicating clearly their validity periods, broad details of the insurance policies taken by the contractor, if any, the advances received and adjusted from the department, etc.
- j. Progress photographs, in color, of the various items/components of the work done up to date, to indicate visually the actual progress of the work.
- k. Quality assurance and quality control tests conducted during the month, with the results thereof.

The progress report submitted by the contractor has to be checked and certified by the PMC Project Manager and has to be reviewed by the Engineer-in-charge.

**Physical Progress:**

Name of Item	Quantity as per Agreement	Quantity exceeded during the month	Total up to date exceeded quantity	Anticipated Balance quantity

**Financial Progress:**

Total tendered amount	Work done during the month	Total amount of work done up to date	Anticipated amount of balance work

The contractor has to submit the progress report to the PMC office in duplicate by 10th day of every month as per the above preform along with photographs of the work done during that month. In case 10th day happens to be a closed holiday then the progress report will be submitted on the next working day.

**23. ADDITIONAL CONDITIONS FOR WATER PROOFING WORK**

The work shall be got executed as per the project Specifications and as per the manufacturer's specification through specialized agency as approved by the Engineer-in-Charge. The contractor shall furnish the following particulars immediately after the issue of letter of acceptance by the Department.

- The name of the specialized firm.
- The trade names of the product, which would be used.
- List of works where the treatment has been used.
- Quantity of chlorides and sulphide used in the product.

**GUARANTEE FOR WATER PROOFING TREATMENT**

The contractor shall be fully responsible for and shall guarantee proper performance of the entire waterproofing system for a period of 10 (Ten) years from the final completion of works. In addition, specific 10 years written guarantee (to be furnished in a non-judicial stamp paper of value not less than Rs.100/-) in approved proforma shall be submitted for the performance of the system, before final payment and shall not in any way limit any other rights the Employer may have under the contract. Guarantee for water proofing shall comprises of all the items described above in particular specification.

All water-proofing work shall be carried out through approved specialist agency as per method of working approved by the Engineer-in-charge. However, the Contractors shall be solely responsible for waterproofing treatment until the expiry of the above guarantee period. Ten years guarantee in prescribed proforma attached shall be given by the contractor for the water proofing treatment. Towards that 10% (ten percent) of the cost of these items of water proofing under this sub head shall be retained as guarantee to watch the performance of the work executed.

However, half of this amount (withheld) would be released after five years from the date of completion of the work, if the performance of the waterproofing works is satisfactory. The remaining withheld amount shall be released after completion of ten years from the date of completion of work, if the performance of the waterproofing work is satisfactory. If any defect is noticed during the guarantee period, it should be rectified by the contractor within seven days of issuing of notice by the Engineer-in-Charge and, if not attended to, the same shall be got done through other agency at the risk and cost of the contractor and recovery shall be effected from the amount retained towards guarantee. In any case, the contractor and the specialist agency, during the guarantee period, shall inspect and examine the treatment once in every year and make good any defect observed and confirm the same in writing. The security deposit can be released in full, if bank guarantee of equivalent amount, valid for the duration of guarantee period, is produced and deposited with the Department.

**24. GUARANTEE FOR ALUMINIUM WORK**

The contractor shall be fully responsible for and shall guarantee proper design and performance of his installed system for a period of **10 years** from the date of completion & handing over of work.

The design and installation shall be to the best international standards and shall specially take account of wind and seismic loads, storms, thermal stresses, building movements and the like.

In additional **10 year** guarantee (**to be furnished in non-judicial stamp paper of value Rs.100/-**) in prescribed Performa shall be given for performance of glazed units, anodizing, EPDM/silicon gaskets and sealants. All the Guarantees shall be submitted before final payment and shall not in any way limit any other rights to correct which the Employer may have under the Contract.

In addition, **2% (two percent)** of the cost of all the items under sub-head ALUMINIUM WORK, as mentioned in schedule of quantities, shall be withheld from the bills towards guarantee as specified above. This amount to be withheld towards guarantee shall be in addition to the other amounts to be withheld as mentioned elsewhere in the contract agreement. However, half of this amount (withheld) would be released after five years from the date of completion of the work, if the performance, as required, is satisfactory. The remaining withheld amount shall be released after 10 years from the date of completion and handing over of work, if the performance, as required, is satisfactory. If any defect is noticed during the guarantee period, it shall be rectified by the contractor within seven days of issue of notice to the contractor, temporarily, to the satisfaction of the **IIIT Sri City** and within a period of one month the permanent rectification of the defects/replacement of defective materials should be carried out by the contractor. If not attended to, the same shall be got done through other agency at the risk and cost of the contractor and the cost, which shall be final and binding on the contractor, shall be recovered from the amount withheld towards the guarantee as mentioned above or any other amount due to the contractor. However, the amount withheld as guarantee can be released in full, irrevocable bank guarantee, from a Schedule/Nationalized Banks, of the same amount, for the guarantee period is submitted by the contractor in favor of **IIIT Sri City**. The defects, if any, shall be rectified in a workmanlike manner, retaining the same aesthetics and other functional parameters of the original work.

**Annexure – I**

**LETTER OF TRANSMITTAL**  
*(to be printed on the applicant's letter head)*

To,  
 The Registrar,  
 Indian Institute of Information Technology Sri City, Chittoor  
 630, Gnan Marg, Sri City  
 Tirupati District – 517 646  
 Andhra Pradesh.

Sub: Submission of bid for Civil, MEP and associated External Development Works for the proposed Construction of Academic Block-2 and Hostel Block-5 at IIIT Sri City Campus.

Dear Sir,

Having examined the details given in NIT web-notice and document for the above work, I/we hereby submit the documents (issued / downloaded from web) and other relevant information.

- a. I/We have furnished all information and details necessary for tendering and have no further pertinent information to supply.
- b. I/We submit the requisite certified solvency certificate and authorize Registrar to approach the Bank issuing the solvency certificate to confirm the correctness thereof if they so desire.
- c. I/We also authorize Registrar to approach individuals, employers, firms and corporation to verify our competence and general reputation.
- d. I/We also submit prescribed declaration in respect of downloaded NIT document.
- e. I/We submit the following certificates in support of our suitability, technical know-how & capability for having successfully completed the following works.

Sl No	Name of Work	Certificate from

- f. In case at any stage later, information/details submitted by me / us is / are found to be incorrect / false / fabricated, IIIT Sri City shall have the absolute right to disqualify / reject the application outrightly and also debar me / us in participating in any future tenders without any prior intimation to me / us.

- g. I / We agree that the decision of IIIT Sri City in selection of contractors and award of work will be final and binding to me / us.
- h. I/We hereby certify that all the statements made, and information supplied in the Application form, Annexures, Checklist and accompanying statements are true and correct.
- i. I / We agree that I / we have no objection if enquiries are made about the work listed by me / us in the accompanying sheets.
- j. I / We agree that I / We have not applied in the name of sister concern for the subject project.
- k. I / We agree to enter into Agreement and execute the pre-contract indemnity pact with the Institute as per the draft enclosed in Annexure 'II' & Annexure 'III' respectively of this bid document, in case, our firm/company has been awarded the project.

Yours faithfully

Duly authorized signatory of the Bidder(s)

**Annexure – II**

**INTEGRITY PACT**

To,

The Registrar,  
Indian Institute of Information Technology Sri City, Chittoor  
630, Gnan Marg, Sri City  
Tirupati District – 517 646  
Andhra Pradesh.

**Sub: Civil, MEP and associated External Development Works for the proposed Construction of Academic Block-2 and Hostel Block-5 at IIIT Sri City Campus.**

Dear Sir,

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

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process.

I/We acknowledge that the making of the bid shall be regarded as an unconditional and absolute acceptance of this condition of the NIT.

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

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

Yours faithfully

Duly authorized signatory of the Bidder(s)

**Annexure – III****INTEGRITY AGREEMENT**

This Integrity Agreement is made at ..... on this ..... Day of. .... 2025

BETWEEN

The Registrar, Indian Institute of Information Technology Sri City, Chittoor, 630, Gnan Marg, Sri City, Chittoor District – 517 646, Andhra Pradesh.

IIIT Sri City, (Hereinafter referred as the ‘Institute’, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....  
 (Name and Address of the Individual / Firm / Company) through  
 ..... (Hereinafter referred to as  
 (Details of duly authorized signatory)  
 the “Bidder / Contractor” and which expression shall unless repugnant to the meaning or  
 context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Institute has floated the Tender [NIT No. IIITS/NIT/AB2&BH5/2025/029] (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for **“Civil, MEP and associated External Development Works for the proposed Construction of Academic Block-2 and Hostel Block-5 at IIIT Sri City Campus”** here in after referred to as the “Contract”.

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

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “Integrity Pact” or “Pact”), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

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

**Article 1: Commitment of the Institute**

- 1) The Institute commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a) No employee of the Institute, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

- b) The Institute will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
  - c) The Institute shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Institute obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act,1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Institute will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the IIIT Sri City all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
  - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the tender process or execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the contract.
  - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
  - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf



of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

- e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

### **Article 3: Consequences of Breach**

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

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

**Article 4: Previous Transgression**

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Institute.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

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

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

**Article 6: Duration of the Pact**

- 1) This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.
- 2) If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, IIIT Sri City.

**Article 7: Other Provisions**

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Institute, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Institute in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

#### **Article 8: Legal & Prior Rights**

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

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

.....  
(For and on behalf of the Institute)

.....  
(For and on behalf of Bidder/Contractor)

#### **WITNESSES:**

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

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

Place:

Date:

**Annexure – IV****DETAILS TO BE FURNISHED BY THE BIDDERS**

1. Name of the Firm/Company :  
(Attach copy of the Registration Certificate)
2. Address for Communication :
3. Contact Person Telephone / Mobile No. :
4. E-mail :
5. Constitution of Firm : Proprietorship / Partnership / Pvt. Ltd. /  
Public Ltd. / Any Other (Please Specify)
6. Details of Proprietor/Partner/Director :
7. GST Registration No. :  
(Attach copy of the GST Registration Certificate)
8. PAN Number :  
(Attach copy of the PAN Card)

This is to certify that the above facts are true complete and correct to the best of my knowledge and belief. Further, it is certified that I/We have read and understood the terms and conditions of the Tender Notice.

I/We give an undertaking and give our unconditional and unequivocal acceptance of all terms and conditions of the Tender and agree to abide by these terms and conditions.

Name and Signature of the Applicant

Seal of the Firm/Company

**Annexure – V****DECLARATION REGARDING BLACK-LISTING AND/ OR LITIGATIONS**

I/we hereby declare that our firm/agency is not black-listed by any Ministry or Department of Central Government/State Government or PSU or other bodies under the Central Government/State Government. I/we further declare that no criminal case is registered or pending against the firm/company or its owner/partners/directors anywhere in India.

Date the ..... day of ..... 2025

Signature of Bidder .....

Name & Address of Bidder .....

.....

.....

**Annexure – VI****FINANCIAL INFORMATION****1. Banker Details**

Name of the Bank :  
 Branch with Address :  
 Contact Person in the Bank :  
 Contact Details :

**2. Details of Chartered Accountant**

Name & Address :  
 Registration Details of CA :  
 Contact Details :  
 Email Address :

**3. Financial Analysis**

Details to be furnished duly supported by figures in Balance Sheet / Profit and Loss Account for the last Five (5) years duly certified by the Chartered Accountant, as submitted by the applicant to the Income-Tax Department (Copies to be attached).

Particulars	2019-20	2020-21	2021-22	2022-23	2023-24
1. Gross Annual Turn-over in Construction Works					
2. Profit / Loss					
3. Financial Position:					
a. Cash					
b. Current Assets					
c. Current Liabilities					
d. Working Capital (b – c)					

**4. Income Tax Clearance Certificate duly attested by the CA.****5. Solvency Certificate from Bankers (Schedule Bank) of Applicant****6. Financial arrangements for carrying out the proposed works**

.....  
 (Signature of the Chartered Accountant)

.....  
 (Signature of the Applicant)

**PROFORMA OF EXPERIENCE****DETAILS OF MAJOR SIMILAR WORKS CARRIED OUT BY THE APPLICANT**

(SEPARATE SHEETS TO BE ATTACHED)

<b>Sl. No.</b>	<b>Name of the Organization</b>	<b>Client Contact Details</b>	<b>Name of the Work</b>	<b>Contract Value</b>	<b>Actual Date of Completion</b>
1					
2					
3					
4					
5					
6					
7					
8					

**Annexure – VIII****DETAILS OF KEY TECHNICAL AND ADMINISTRATIVE PERSONNEL EMPLOYED IN THE ORGANIZATION**  
(SEPARATE SHEETS TO BE ATTACHED)

<b>Sl. No.</b>	<b>Employee Designation</b>	<b>Total Number</b>	<b>Educational Qualification</b>	<b>Professional Experience</b>	<b>Years of service with Employer</b>
1					
2					
3					
4					
5					
6					
7					
8					
9					



**Annexure – IX**

**DETAILS OF PLANT & MACHINERY, MANUFACTURING UNITS, TOOLS AND EQUIPMENTS  
LIKELY TO BE USED IN CARRYING OUT THE WORK**

Sl. No.	Name of the Tools / Machinery	Unit	Make / Model / Capacity	Age in Years	Condition of the Unit	Ownership Status (mention the quantity)			Current Location
						Presently Owned	To be Purchased	Leased	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
1									
2									
3									
4									
5									
6									
7									
8									

**Annexure – X****Liquidated Damages for Milestones:**

No.	Duration	Academic Block NE (12 Months)	Hostel Block 5 (15 Months)	Penalty for not achieving the Milestones
Milestone – 1	3 Months	<p><b><u>Preliminary Works:</u></b> Establishing site Office, labour camps setup, Site Barricading and Excavation.</p> <p><b><u>Structure:</u></b> Complete footing, pedestals, stub columns, plinth beams, anti-termite treatment, backfilling, consolidation, Basement &amp; Ground floor slab.</p>	<p><b><u>Preliminary Works:</u></b> Site Barricading and Excavation</p> <p><b><u>Structure:</u></b> Complete footing, pedestals, stub columns, plinth beams, anti-termite treatment, backfilling, consolidation, Ground to 2<sup>nd</sup> floor slab.</p>	1% of total contract value (0.5% for AB2 & 0.5% for BH5)
Milestone – 2	3 Months [Cumulative 6 Months]	<p><b><u>Structure:</u></b> Complete casting of 1<sup>st</sup> and 2<sup>nd</sup> floor slabs, Preparation of 480 Seater Classroom Roof, and de-shuttering works</p> <p><b><u>Masonry &amp; Interior Works:</u></b> Ground floor masonry works including conduiting for services, internal plaster.</p>	<p><b><u>Structure:</u></b> Complete casting of 3<sup>rd</sup> to 5<sup>th</sup> floor slabs, and de-shuttering works.</p> <p>Ground to 2<sup>nd</sup> floors interior works include flooring, door fixing, and installation of plumbing, FF &amp; electrical switch boards.</p>	1% of total contract value (0.5% for AB2 & 0.5% for BH5)

No.	Duration	Academic Block NE (12 Months)	Hostel Block 5 (15 Months)	Penalty for not achieving the Milestones
Milestone – 3	3 Months [Cumulative 9 Months]	<p><b><u>Structure:</u></b> Complete casting of 480 Seater Classroom Roof including de-shuttering and hacking of all RCC members.</p> <p><b><u>Masonry &amp; Interior Works:</u></b> 1st floor masonry works including internal conduiting for service lines (Plumbing &amp; Electrical) and internal plaster. Ground and 1<sup>st</sup> floor interior works that includes flooring, doors fixing, plumbing, FF &amp; Electrical switch installation.</p> <p><b><u>Toilets:</u></b> Completion of entire toilet works including partition walls, flooring, wall cladding except final washbasin &amp; commode installation.</p> <p><b><u>Painting:</u></b> completion of putty &amp; painting for Ground &amp; 1<sup>st</sup> floor except final coat.</p>	<p><b><u>Structure:</u></b> Complete casting of 6<sup>th</sup> to 8<sup>th</sup> floor slabs, and de-shuttering works.</p> <p>3<sup>rd</sup> to 5<sup>th</sup> floors interior works include flooring, door fixing, and installation of plumbing, FF &amp; electrical switch boards.</p> <p><b><u>Toilets:</u></b> Completion of toilet works up to 5<sup>th</sup> floor including partition walls, flooring, wall cladding except final washbasin &amp; commode installation.</p> <p><b><u>Painting:</u></b> completion of putty &amp; painting from Ground to 5<sup>th</sup> floor except final coat.</p>	1% of total contract value (0.5% for AB2 & 0.5% for BH5)

No.	Duration	Academic Block NE (12 Months)	Hostel Block 5 (15 Months)	Penalty for not achieving the Milestones
Milestone – 4	3 Months [Cumulative 12 Months]	<p><b><u>Masonry &amp; Interior Works:</u></b> Complete finishing works which includes the interior and base built works as per the scope, testing &amp; commissioning of entire electrical &amp; plumbing equipment as per standard approved procedures.</p> <p><b><u>External Development works:</u></b> Completion of External development works as detailed in BoQ &amp; drawings.</p> <p><b><u>Toilets:</u></b> Final fixation of plumbing and sanitary fixtures in toilets for entire building.</p> <p><b><u>Handing over:</u></b> Entire project handover which includes attending to snags and obtaining closure report on the snags, deep cleaning, as built drawings submission in approved format and handing over to the client i.e., virtual completion of project.</p>	<p><b><u>Structure:</u></b> Complete casting of 9<sup>th</sup> to 10<sup>th</sup> floor slabs, and de-shuttering works.</p> <p>6<sup>th</sup> to 8<sup>th</sup> floors interior works include flooring, door fixing, and installation of plumbing, FF &amp; electrical switch boards.</p> <p><b><u>Toilets:</u></b> Completion of toilet works up to 10<sup>th</sup> floor including partition walls, flooring, wall cladding except final washbasin &amp; commode installation.</p> <p><b><u>Painting:</u></b> completion of putty &amp; painting from 6<sup>th</sup> to 10<sup>th</sup> floor except final coat.</p> <p><b><u>External Development works:</u></b> Partly finishing of external works as detailed in BOQ &amp; drawings.</p>	1% of total contract value (0.5% for AB2 & 0.5% for BH5)

No.	Duration	Academic Block NE (12 Months)	Hostel Block 5 (15 Months)	Penalty for not achieving the Milestones
Milestone – 5	3 Months [Cumulative 15 Months]	<p>&lt;&lt;&lt; NIL &gt;&gt;&gt;</p> <p>Interior Works; Furniture Works; Final fix HVAC Works and Installation of Passenger Lifts etc., shall be executed through other contractor(s) / vendor(s) during this period.</p>	<p><b><u>Finishes &amp; Interior Works:</u></b> Complete finishing works which includes the interior and base built works as per the scope, testing &amp; commissioning of entire electrical &amp; plumbing equipment as per standard approved procedures.</p> <p><b><u>External Development works:</u></b> Completion of External development works as detailed in BoQ &amp; drawings. Final fixtures in toilets for entire building.</p> <p><b><u>Handing over:</u></b> Entire project handover which includes attending to snags and obtaining closure report on the snags, deep cleaning, as built drawings submission in approved format and handing over to the client i.e., virtual completion of project.</p>	1% of total contract value

**Note:** The milestone schedule dates may pre-pone like equipment delivery / installation as per the project commitments and vendor shall be provided with acceptable lead time for the same. Accordingly, vendor need to mobilize and deliver the materials.

**Annexure – XI****Penalties for Safety & Quality Deviations:**

SI No	Item Description	Penalty Amount
1	Penalty charges for non-compliance of safety norms, for not using PPE kit like Helmet, safety shoes, reflective jacket, In some particular works use of Goggles and ear plugs are compulsory	For first Time– Rs. 500/-
		For second Time – Rs. 2500/-
		For third Time – the person shall be sent out and Rs. 5,000/- shall be charged.
2	For PPE non-compliance as specified but limited to goggles ,ear plugs, hand gloves, etc.	First formal violation – Rs. 500/-
		Subsequent violations – as per #1 above, first Time.
3	Labour related quarrel at site, Fighting, misbehaviour, intentional causing harm to others, equipment and any other asset of the institute	After investigation possible removal from site. Damage cost shall be borne by contractor
4	For reportable incident like injuries to labour, damages etc	Rs.100,000 for first grievously injured person and Rs.200,000 for every subsequent grievously injured person (Grievous Injury as defined by Workmen Compensation Act)
5	Housekeeping violations in site, labour camp, material storage places, site office etc.,	For first violation – Rs. 500/- or as per actuals
		For subsequent violations – Rs. 2,500/-
6	Electrical Safety violations	For first violation – Rs. 2,500/-
		For subsequent violations – Rs. 5,000/-
7	Traffic safety violations like over speeding & encroaching into institutional operational area etc.,	For first violation – Rs. 3,000/-
		For subsequent violations – Rs. 6,000/-
8	Not providing/ maintaining basic amenities for labour both at site and at labour camp basic (water (drinking & washing), Electricity, dining space etc.,)	Rs.5,000 per single violation compounded to a maximum of Rs.10,000 at any single instance
9	Un-inducted workers on site	Remove from site and start on-site process.
		Warning letter to contractor safety head
10	Environmental violations	Rs.10,000 per single violation compounded to a maximum of Rs.50,000 at any single instance +

Sl No	Item Description	Penalty Amount
		any charges towards clean up and government penalties shall be borne by Contractors .
11	Failure to attend a notified site safety meeting.	Rs 500 for 1 <sup>st</sup> offence
		Rs 1000 for 2 <sup>nd</sup> offence
		Rs 1000 for 3 <sup>rd</sup> offence
		Rs 1000 for 4 <sup>th</sup> offence and removed from the team.
12	Deliberate use of equipment or tools that have not been inspected or are in an unsafe condition.	1 <sup>st</sup> offence and warning letter is issued
		2 <sup>nd</sup> offence, fine of Rs.1000/-
		3 <sup>rd</sup> offence, equipment shall be taken into custody of client and won't be returned back
13	Theft of any institute properties/materials	Person is removed from site and contractor is penalized.
14	Consumption/use of gutka, pan, tobacco, alcohol, etc. Are strictly prohibited	Penalty of Rs.1000/- without notice.
15	Any redline behaviour found in the Project.	After 3 <sup>rd</sup> violation, Penalty to Vendor Rs 50000/- for the 1 <sup>st</sup> & 2 <sup>nd</sup> violation Rs.10000/- fine each
	1. Without Safety belt above 1.2mtr working 2. Without LO/TO working on energized equipment 3. Without qualified working on electrical 4. Without Hot work permit working 5. Without Confined space entry permit working in CSE	

**DECLARATION**

It is to certify that

1. I / We have submitted the bid document in the proforma as downloaded directly from the web site & there is no change in formatting, number of pages etc.
2. I / We have submitted bid document which are same / identical as available in the website.
3. I / We have checked that no page is missing and all pages as per the index and checklist are available & that all pages of NIT document (all Volumes I to VI) submitted by us are clear & legible.
4. I / We have signed (with stamp) all the pages of the NIT document before submitting the same.
5. I/We have read carefully & understood the instructions to the applicants.
6. I / We have not made any modification / corrections / additions /deletions etc. in the tender documents downloaded from web by me / us. In case at any stage later, it is found there is difference in our downloaded tender documents from the original and / or any documentation, IIIT Sri City shall have the absolute right to disqualify / reject the application outrightly and also debar me / us in participating in any future tenders without any prior intimation to me / us.

Signature of the Applicant



**Annexure – XII****FORMAT OF PERFORMANCE BANK GUARANTEE**

To

The Registrar,

Indian Institute of Information Technology Sri City, Chittoor

No. 630, Gnan Marg, Sri City,

Tirupathi District – 517 646

Andhra Pradesh.

WHEREAS... (name and address of contractor) hereinafter called “the contractor” has undertaken, in pursuance of Contract No. .... Dated ..... to execute .....

(Name of Contract and brief description of Works) (Herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the Contractor shall furnish you with a Bank Guarantee by a Nationalized/Scheduled bank of India for the sum specified therein as performance guarantee for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREOF we hereby affirm that we are the guarantor and responsible to you on behalf of the Contractor, up to a total of Rs..... (Amount of guarantee) Rupees. (in words), 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 .....  
(amount of guarantee) 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 Contractor 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 works to be performed there under or of any of the contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 28 days from the date of issue of the Defects Liability Certificate.

Signature and seal of the Guarantor.....  
Name of the Bank .....  
Address.....

Date.....  
In the presence of .....

1.....  
(Name of Occupation)

2.....  
(Name of Occupation)

An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.

**Annexure – XIII****FORMAT FOR CONTRACT AGREEMENT**

(TO BE SUBMITTED ON RS.100/- NON-JUDICIAL STAMP PAPER)

**CONTRACT AGREEMENT FOR THE WORK OF**

.....

Made this ..... Day of.....

Between..... M/s .....

Hereinafter called the “Contractor” (which terms shall unless excluded by or repugnant to the context include its successors and permitted assigns) of the one part; and Indian Institute of Information Technology Sri City, Chittoor, 630, Gnan Marg, Sri City, Tirupati District – 517 646 (A.P.) hereinafter called the “OWNER” (which terms shall unless excluded by or repugnant to the context include its successors and permitted assigns) of the other part.

**WHEREAS**

- a) OWNER being desirous of getting executed the WORK mentioned, enumerated or referred to in the Bid Document including Notice Inviting Tender, Instruction to Bidders, General Condition of Contract, Special Conditions of Contract, Specifications, Time Schedule, Letter of Acceptance of Bid and other documents has invited Bids.
- b) CONTRACTOR has inspected SITE and surroundings of WORK specified in the Bid Documents and satisfied himself by careful examination before submitting his Bid as to the nature of the quantities, nature and magnitude of WORK, availability of equipment etc. necessary for the execution of WORK, the means of access to SITE, the position of supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to, or implied in the Bid Document or having any connection there with, and has considered the nature and extent of all probable and possible situation, delays, hindrances or interferences to or with the execution and completion of WORK, to be carried out under this CONTRACT, and has examined and considered all other matters condition and things and probably and possibly contingencies, and generally all matters incidental thereto and ancillary thereof effecting the execution and completion of WORK and which might have influenced him in making his Bid.
- c) The Invitation to Bid, instructions to Bidders, General Conditions of Contract, Description of Works and specifications, Plans, Time Schedule, Letter of Acceptance of Bid any and any other documents and enclosures, copies of which are hereto annexed are included in the expression “CONTRACT”:

**AND WHEREAS**

OWNER accepted the Bid of CONTRACTOR for the provision and the execution of WORK at the CONTRACT PRICE as indicated in the letter of award of work upon the terms and subject

to the conditions of Contract.

Now this CONTRACT AGREEMENT witnessed, and it is hereby agreed and declared as follows:

1. In consideration of the payment to be made to CONTRACTOR for WORK to be executed by him, CONTRACTOR hereby covenants with OWNER that CONTRACTOR shall and will duly provide, execute and complete the work and things in CONTRACT, mentioned or described or which are to be implied therefrom or may be reasonably necessary for completion or stipulations mentioned in CONTRACT.
2. In consideration of the due provision, execution and completion of WORK by the CONTRACTOR in accordance with the terms of the CONTRACT, the Owner does hereby agree with CONTRACTOR that OWNER will pay to Contractor the respective amount for the work actually done by him and approved by Owner as per Payment Terms accepted in CONTRACT and payable to CONTRACTOR under provision of Contract; such payment to be made at such time and such manner as provided for in the CONTRACT.

**AND**

3. In consideration of the due provision, execution and completion of WORK, CONTRACTOR does hereby agree to pay such sums as may be due to OWNER for the services rendered by Owner to Contractor as set forth in CONTRACT and such other sums as may become payable to Owner towards loss, damage to the OWNER's equipment, materials etc. and such payments to be made at such time and in such manner as in provided in the CONTRACT.

IN WITNESS WHEREOF Parties executed these presents on the day and the year above written.

Signed and delivered for and on behalf  
of CONTRACTOR

.....  
.....

Date: .....  
Place: .....

Signed and delivered for and on  
behalf of OWNER (IIIT Sri City)

.....  
.....

Date: .....  
Place: .....

In presence of Witness (Signature with Name & Address)

.....  
.....

.....  
.....

**<<< END OF VOLUME I >>>**