



INVITATION TO BID (ITB)

Civil & Interior Construction of School for VIMUKTI SANSTHA, Jaipur, Rajasthan

SECTION 1: LETTER OF INVITATION

VIMUKTI SANSTHA, hereinafter referred to as VIMUKTI hereby invites prospective bidders to submit a bid in accordance with the General Conditions of Contract and the Schedule of Requirements as set out in this Invitation to Bid (ITB).

To enable you to submit a bid, please read the following attached documents carefully.

Section 1: This Letter of Invitation

Section 2: Instructions to Bidders

Section 3: Data Sheet

Section 4: Evaluation Criteria

Section 5: Schedule of Requirements

Section 6: Conditions of Contract and Contract Forms

Section 7: Bidding Forms

- Form A: Bid Confirmation
- Form B: Checklist
- Form C: Bid Submission
- Form D: Bidder Information
- Form E: Eligibility and Qualification
- Form F: Technical Bid
- Form G: Price Schedule
- Form H: Bid Security

If you are interested in submitting a bid in response to this ITB, please prepare your bid in accordance with the requirements and procedure as set out in this ITB and submit it by the deadline for submission of bids set out in this document and in the supplier portal.

Procedure of submitting the Bid – The bids need to be uploaded on the Vimukti Sanstha Website:

Financial bids to be sent through a registered post/ courier/ by hand in a sealed envelope to the address mentioned below in the favour of 'Vimukti Sanstha' latest by the date and time mentioned in the ITB. It is the responsibility of bidder to ensure that the financial bid is received by VIMUKTI before the bid end date mentioned in ITB. In case of bid not reaching on time due to any reason, it will not be accepted.

VIMUKTI SANSTHA, C/o Alpha Beta School, Sector 16, Pratap Nagar, Jaipur- 302 003

The contact person for Receiving the financial bids is:

Ms. Ankita Bhandari

Email: campusproject@vimuktisanstha.org

We look forward to receiving your bid.



SECTION 2: INSTRUCTIONS TO BIDDERS

GENERAL	
1. Scope	<p>Bidders are invited to submit a bid for the Civil & Interior Construction of School for VIMUKTI specified in Section 5: Schedule of Requirements, in accordance with this Invitation to Bid (ITB). A summary of the scope of the bid is included in Section 3: Data Sheet.</p> <p>Bidders shall adhere to all the requirements of this ITB, including any amendment made in writing by VIMUKTI.</p> <p>The construction of the school is divided into three phases. This ITB is only related to Phase-I. Separate ITB's shall be issued at later stage for Phase-II & Phase-III.</p>
2. Interpretation of the ITB	<p>Any bid submitted will be regarded as an offer by the bidder and does not constitute or imply the acceptance of the bid by VIMUKTI. VIMUKTI is under no obligation to award a contract to any bidder as a result of this ITB.</p>
3. Supplier Code of Conduct	<p>The bidder must acknowledge that VIMUKTI strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices.</p> <p>In pursuance of this policy, VIMUKTI:</p> <ul style="list-style-type: none"> (a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question; (b) Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a VIMUKTI contract.
4. Eligible bidders/Conflict of Interest	<p>Bidders shall have the legal capacity to enter into a binding contract with VIMUKTI.</p> <p>A bidder, and all parties constituting the bidder, may have the nationality of any country with the exception of the nationalities, if any, listed in Section 3: Data Sheet. A bidder shall be deemed to have the nationality of a country if the bidder it is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country.</p> <p>All bidders found to have a conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest if they are or have been associated in the past, with any member/teacher/staff of VIMUKTI or any person to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods, services or works required in the present procurement process and/or are found to be in conflict for any other reason, as may be established by, or at the discretion of VIMUKTI.</p> <p>In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to VIMUKTI, and seek VIMUKTI's confirmation on whether or not such conflict exists.</p> <p>Similarly, the Bidders must disclose in their Bid their knowledge of the following:</p> <ul style="list-style-type: none"> a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of VIMUKTI staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this ITB; and b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices. <p>Failure to disclose such an information may result in the rejection of the Bid or Bids affected by the non-disclosure.</p> <p>The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to VIMUKTI's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this ITB, among others.</p>



	Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Bid.
5. Eligible goods, works and services	<p>All goods, works and/or services to be supplied under the contract shall have their origin in any country with the exception of the countries, if any, listed in Section 3: Data Sheet, and all expenditures made under the contract will be limited to such goods, works and services.</p> <p>For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>The origin of goods, works and services is distinct from the nationality of the bidder.</p>
6. Proprietary information	The ITB documents and any specifications, plans, drawings, patterns, samples or information issued or furnished by VIMUKTI are issued solely for the purpose of enabling a bid to be completed and may not be used for any other purpose. The ITB documents and any additional information provided to bidders shall remain the property of VIMUKTI. All documents which may form part of the bid will become the property of VIMUKTI, who will not be required to return them to your firm.
7. Publicity	During the ITB process, a bidder is not permitted to create any publicity in connection with the ITB.
SOLICITATION DOCUMENTS	
8. Clarification of solicitation documents	<p>Bidders may request clarifications on any of the ITB documents no later than the date indicated in Section 3: Data Sheet. Any request for clarification must be sent in writing in the manner indicated in Section 3: Data Sheet. Explanations or interpretations provided by personnel other than the named contact person will not be considered binding or official.</p> <p>VIMUKTI will provide the responses to clarifications through the method specified in Section 3: Data Sheet.</p> <p>VIMUKTI shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of VIMUKTI to extend the submission date of the bids, unless VIMUKTI deems that such an extension is justified and necessary.</p>
9. Amendment of solicitation documents	<p>At any time prior to the deadline of bid submission, VIMUKTI may for any reason, such as in response to a clarification requested by a bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.</p> <p>If the amendment is substantial, VIMUKTI may extend the Deadline for submission of bid to give the bidders reasonable time to incorporate the amendment into their bids.</p>
PREPARATION OF BIDS	
10. Cost of preparation of bid	The bidder shall bear all costs related to the preparation and/or submission of the bid, regardless of whether its bid is selected or not. VIMUKTI shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.
11. Language	The bid, as well as any and all related correspondence exchanged by the bidder and VIMUKTI, shall be written in the language(s) specified in Section 3: Data Sheet.
12. Documents comprising the bid	<p>The bid shall comprise of the following documents and related forms which details are provided in Section 3: Data Sheet:</p> <ul style="list-style-type: none"> a) Documents establishing the eligibility and qualifications of the bidder; b) Technical bid c) Price Schedule d) Bid Security (if required) e) Advance Payment Guarantee (if required)



	<p>f) Performance Security (if required)</p> <p>g) Any attachments and/or appendices to the bid.</p>
13. Documents establishing eligibility and qualifications of the bidder	<p>The bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided in Section 7 and providing the documents required in those forms. In order to award a contract to a bidder, its qualifications must be documented to VIMUKTI's satisfaction.</p>
14. Technical bid	<p>The bidder is required to submit a technical bid using the Form provided in Section 7 and taking into consideration the requirements in the ITB.</p>
15. Price Schedule	<p>The Price Schedule shall be prepared using the Form provided in Section 7 and taking into consideration the requirements in the ITB.</p> <p>The prices and discounts quoted by the bidder shall conform to the requirements specified below.</p> <ul style="list-style-type: none"> • All items and lots (if applicable) must be listed and priced separately. • The price to be quoted shall be the total price of the bid, excluding any discounts offered. • The bidder shall quote any unconditional discounts and indicate the method for their application. • Prices quoted by the bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in Section 3: Data Sheet. A bid submitted with an adjustable price shall be treated as non-compliant and shall be rejected. However, if in accordance with Section 3: Data Sheet, prices quoted by the bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero. • If indicated in Section 3: Data Sheet that bids are being invited for individual contracts (lots) and unless otherwise indicated in Section 3: Data Sheet, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Lot shall specify the applicable price reduction.
16. Bid currencies	<p>All prices shall be quoted in the currency or currencies indicated in Section 3: Data Sheet.</p>
17. Duties and taxes	<p>GST and applicable taxes to be shown in different sub-head separately in the bids. Rate of the item should not include the GST part.</p>
18. Bid validity period	<p>Bids shall remain valid for the period specified in Section 3: Data Sheet, commencing on the deadline for submission of bids. A bid valid for a shorter period may be rejected by VIMUKTI and rendered non-responsive.</p> <p>During the bid validity period, the bidder shall maintain its original bid without any change, including the availability of the key personnel, the proposed rates and the total price.</p> <p>In exceptional circumstances, prior to the expiration of the bid validity period, VIMUKTI may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing, and shall be considered integral to the bid.</p> <p>If the bidder agrees to extend the validity of its bid, it shall be done without any change to the original bid, but will be required to extend the validity of the bid security, if required, for the period of the extension, and in compliance with Article 19 (Bid security) in all respects.</p> <p>The bidder has the right to refuse to extend the validity of its bid without forfeiting the bid security, if required, in which case, the bid shall not be further evaluated.</p>
19. Bid Security	<p>A bid security, if required by Section 3: Data Sheet, shall be provided in the amount and form indicated in the Section 3: Data Sheet. The bid security shall be valid for a minimum of ninety</p>



	<p>(90) days after the final date of validity of the bid.</p> <p>The bid security shall be included along with the bid. If a bid security is required by the ITB but is not found in the bid, the offer shall be rejected.</p> <p>If the bid security amount or its validity period is found to be less than is required by VIMUKTI, VIMUKTI shall reject the bid.</p> <p>In the event an electronic submission is allowed in Section 3: Data Sheet, bidders shall include a copy of the bid security in their bid and the original of the bid security must be sent via courier or hand delivery as per the instructions in Section 3: Data Sheet.</p> <p>Unsuccessful bidders' bid securities will be discharged/returned as promptly as possible but no later than thirty (30) days after the expiration of the period of bid validity prescribed by VIMUKTI pursuant to Article 18 (Bid Validity Period).</p> <p>The bid security may be forfeited by VIMUKTI, and the bid rejected, in the event of any, or combination, of the following conditions:</p> <ul style="list-style-type: none"> • If the bidder withdraws its offer during the period of the bid validity specified in Section 3: Data Sheet, or; • In the event the successful bidder fails: <ul style="list-style-type: none"> ○ to sign the Contract after VIMUKTI has issued an award; or ○ to furnish the Performance Security, insurances, or other documents that VIMUKTI may require as a condition precedent to the effectivity of the contract that may be awarded to the bidder.
20. Joint Venture, Consortium or Association	JV, Consortium or Association not allowed to participate in this bid.
21. Only one bid	<p>The bidder shall submit only one bid.</p> <p>Bids submitted by two (2) or more bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> • they have at least one controlling partner, director or shareholder in common; or • any one of them receive or have received any direct or indirect subsidy from the other/s; or • they have the same legal representative for purposes of this ITB; or • they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the bid of another bidder regarding this ITB process; • they are subcontractors to each other's bid, or a subcontractor to one bid also submits another bid under its name as lead bidder; or some key personnel proposed to be in the team of one bidder participates in more than one bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one bid.
22. Alternative bids	<p>Unless otherwise specified in Section 3: Data Sheet, alternative bids shall not be considered. If submission of alternative bid is allowed in Section 3: Data Sheet, a bidder may submit an alternative bid, but only if it also submits a bid conforming to the ITB requirements. Where the conditions for its acceptance are met, or justifications are clearly established, VIMUKTI reserves the right to award a contract based on an alternative bid.</p> <p>If multiple/alternative bids are being submitted, they must be clearly marked as "Main Bid" and "Alternative Bid". If no indication is provided as to which bid is the main bid and which is/are the alternative bid(s), then all bids will be rejected.</p>
23. Pre-bid conference	When appropriate, a pre-bid conference will be conducted at the date, time and location and according to any instructions specified in Section 3: Data Sheet.



	<p>If it is stated in Section 3: Data Sheet that the pre-bid conference is mandatory, a bidder which does not attend the pre-bid conference shall become ineligible to submit a bid under this ITB.</p> <p>If it is stated in Section 3: Data Sheet that the pre-bid conference is not mandatory, non-attendance shall not result in disqualification of an interested bidder.</p> <p>VIMUKTI will not issue any formal answers to questions from bidders regarding the ITB or bid process during the pre-bid conference.</p> <p>The pre-bid conference shall be conducted for the purpose of providing background information only. Bidders shall not rely upon any information, statement or representation made at the pre-bid conference unless that information, statement or representation is confirmed by VIMUKTI in writing.</p> <p>Minutes of the pre-bid conference will be disseminated as specified in Section 3: Data Sheet. No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the minutes of the bidder's conference or issued/posted as an amendment to ITB.</p>
24. Site inspection	<p>When appropriate, a site inspection will be conducted at the date, time and location and according to any instructions specified in Section 3: Data Sheet.</p> <p>If it is stated in Section 3: Data Sheet that the site inspection is mandatory, a bidder which does not attend the site inspection shall become ineligible to submit a bid under this ITB.</p> <p>If it is stated in Section 3: Data Sheet that the site inspection is not mandatory, non-attendance, shall not result in disqualification of an interested bidder.</p> <p>Prior to attending a site inspection, bidders shall execute an indemnity and a waiver releasing VIMUKTI in respect of any liability that may arise from:</p> <ul style="list-style-type: none"> (i) loss of or damage to any real or personal property; (ii) personal injury, disease or illness to, or death of, any person; (iii) financial loss or expense, arising out of the carrying out of that site inspection; and (iv) Transportation by VIMUKTI to the site (if provided) as a result of any accidents or malicious acts by third parties. <p>VIMUKTI will not issue any formal answers to questions from bidders regarding the ITB or bid process during a site inspection.</p> <p>A site inspection will be conducted for the purpose of providing background information only. Bidders shall not rely upon any information, statement or representation made at a site inspection unless that information, statement or representation is confirmed by VIMUKTI in writing.</p>
25. Errors or omissions	<p>Bidders shall immediately notify VIMUKTI in writing of any ambiguities, errors, omissions, discrepancies, inconsistencies or other faults in any part of the ITB, with full details of those ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.</p> <p>Bidders shall not benefit from such ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.</p>
26. Bidders responsibility to inform themselves	<p>Bidders shall be responsible for informing themselves in preparing their bid. In this regard, bidders shall ensure that they:</p> <ul style="list-style-type: none"> • examine and fully inform themselves in relation to all aspects of the ITB, including the Contract and all other documents included or referred to in this ITB; • review the ITB to ensure that they have a complete copy of all documents; • obtain and examine all other information relevant to the project and the scope of the requirements available on reasonable enquiry;



	<ul style="list-style-type: none"> • verify all relevant representations, statements and information, including those contained or referred to in the ITB or made orally during any clarification meeting or site inspection or any discussion with VIMUKTI, its employees or agents; • attend any Pre-bid conference or site inspection if it is mandatory under this ITB; • fully inform and satisfy themselves as to requirements of any relevant authorities and laws that apply, or may in the future apply, to the supply of the goods, works and/or services; and • form their own assessment of the nature and extent of the goods, works and /or services required as included in Section 5: Schedule of Requirements and properly account for all requirements in their bid. <p>Bidders acknowledge that VIMUKTI, its directors, employees and agents make no representations or warranties (express or implied) as to the accuracy, currency or completeness of this ITB or any other information provided to the bidders.</p>
27. No material change(s) in circumstances	<p>The bidder shall inform VIMUKTI of any change(s) of circumstances arising during the ITB process, including but not limited to:</p> <ul style="list-style-type: none"> • a change affecting any declaration, accreditation, license or approval; • major re-organisational changes, company re-structuring, a take-over, buy-out or similar event(s) affecting the operation and/or financing of the bidder or its major sub-contractors; • a change to any information on which VIMUKTI may rely in assessing bids.
SUBMISSION AND OPENING OF BIDS	
28. Instruction for bid submission	<p>The bidder shall submit a duly signed and complete bid comprising the documents and forms in accordance with requirements in Section 3: Data Sheet. The Price Schedule shall be submitted together with the Technical Bid. The bid shall be delivered according to the method specified in Section 3: Data Sheet.</p> <p>The bid shall be signed by the bidder or person(s) duly authorized to commit the bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or, if requested, a Power of Attorney, accompanying the bid.</p> <p>Bidders must be aware that the mere act of submission of a bid, in and of itself, implies that the bidder fully accepts the VIMUKTI General Conditions of Contract.</p> <p>Electronic submission through the portal/ website/ drive, if allowed as specified in the bids, shall be governed as follows:</p> <ul style="list-style-type: none"> • Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in Bid; • Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivered as per the instructions in bid
29. Deadline for bid submission	<p>Complete bids must be received by VIMUKTI in the manner, and no later than the date and time, specified in Section 3: Data Sheet. If any doubt exists as to the time zone in which the Bid should be submitted, refer to http://www.timeanddate.com/worldclock/. It shall be the sole responsibility of the bidders to ensure that their bid is received by the closing date and time. VIMUKTI shall accept no responsibility for bids that arrive late due to the courier company or any technical issues and shall only recognise the actual date and time that the bid was received by VIMUKTI.</p> <p>VIMUKTI may, at its discretion, extend this deadline for the submission of bids by amending the solicitation documents. In this case, all rights and obligations of VIMUKTI and bidders subject to the previous deadline will thereafter be subject to the new deadline as extended.</p>



30. Withdrawal, substitution and modification of bids	<p>A bidder may withdraw, substitute or modify its bid after it has been submitted at any time prior to the deadline for submission by sending a written notice to VIMUKTI, duly signed by an authorized representative and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the bid, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of bids, by clearly marking them as “WITHDRAWAL”, “SUBSTITUTION” OR “MODIFICATION”.</p> <p>However, after the deadline for bid submission, the bids shall remain valid and open for acceptance by VIMUKTI for the entire bid validity period, as may be extended.</p> <p>eTendering: A Bidder may withdraw, substitute or modify its Bid by Cancelling, Editing, and re-submitting the Bid directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Bid as needed.</p> <p>Bids requested to be withdrawn prior to the deadline for submission of the bids shall be made available for collection by the bidder that submitted it within 15 days of its withdrawal. Otherwise, VIMUKTI shall have the right to discard such bid unopened without further notice to the bidder. VIMUKTI shall not be responsible to return the bid to the bidder at VIMUKTI's cost.</p>
31. Bid opening	<p>Once deadline has passed, bids will be opened for evaluation as per the VIMUKTI evaluation procedures. If Public Bid Opening is provisioned, a Public Bid Opening report will be sent automatically by the system to all bidders who have posted a successful bid indicating names of the companies and their total bid price.</p>
32. Late bids	<p>Late bids shall not be acceptable due to any reason. If any bid document/ security etc. are received after closing of the time mentioned in ITB, It shall be rejected.</p> <p>Such bids received by VIMUKTI will be destroyed unless the bidder requests that it be returned and assumes the responsibility and expenses for the re-possession of the returned bidding documents.</p>
EVALUATION OF BIDS	
33. Confidentiality	<p>Information relating to the examination, evaluation, and comparison of bids, and the recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>Any effort by a bidder or anyone on behalf of the bidder to influence VIMUKTI in the examination, evaluation and comparison of the bids or contract award decisions may, at VIMUKTI's decision, result in the rejection of its bid and may subsequently be subject to the application of prevailing VIMUKTI's vendor sanctions procedures.</p>
34. Evaluation of bids	<p>VIMUKTI shall evaluate a bid using only the methodologies and criteria defined in this ITB. No other criteria or methodology shall be permitted.</p> <p>VIMUKTI shall conduct the evaluation solely on the basis of the bids received according to the evaluation criteria in Section 4.</p> <p>Evaluation of bids shall be undertaken in the following steps:</p> <ol style="list-style-type: none"> Preliminary examination Evaluation of eligibility and qualification Evaluation of technical bids Evaluation of prices of bids found to be substantially compliant <p>Detailed evaluation will be focussed on the 3 - 5 lowest priced bids. Further higher priced bids shall be added for evaluation if necessary.</p> <p>After completion of the evaluation, but prior to award, VIMUKTI shall conduct a post-qualification assessment of the bidder recommended for award (if pre-qualification was not done).</p>



35. Preliminary examination	VIMUKTI shall examine the bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the bids are generally in order, among other indicators that may be used at this stage. VIMUKTI reserves the right to reject any bid at this stage.
36. Evaluation of eligibility and qualification	<p>Eligibility and Qualification of the bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in Section 4: Evaluation Criteria and in Article 4 (Eligible Bidders).</p> <p>In general terms, vendors/ Contractors that meet the following criteria may be considered qualified:</p> <ul style="list-style-type: none"> a) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments; b) They have the necessary similar experience, technical expertise, production capacity, quality certifications, quality assurance procedures and other resources applicable to the supply of goods and/or services required; c) They are able to comply fully with the VIMUKTI General Terms and Conditions of Contract; d) They do not have a consistent history of court/arbitral award decisions against the Bidder; and e) They have a record of timely and satisfactory performance with their clients.
37. Evaluation of technical bids	Technical evaluation will be conducted to establish substantial compliance, as per the criteria included in Section 4: Evaluation Criteria. When the bid varies in one or more aspect/s from the minimum technical specifications and/or delivery requirements specified in Section 5: Schedule of Requirements, the bid will not be considered substantially compliant and will not be evaluated further.
38. Evaluation of prices	The prices of bids found to be substantially compliant, will be compared to identify the most substantially compliant bid.
39. Post-qualification /Due diligence	<p>VIMUKTI reserves the right to undertake a post-qualification assessment, aimed at determining, to its satisfaction, the validity of the information provided by the bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ul style="list-style-type: none"> a) Verification of accuracy, correctness and authenticity of information provided by the bidder; b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with Government entities with jurisdiction on the bidder, or with previous clients, or any other entity that may have done business with the bidder; d) Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary; e) Physical inspection of the bidder's offices, branches or other places where business transpires, with or without notice to the bidder; f) Other means that VIMUKTI may deem appropriate, at any stage within the selection process, prior to awarding the contract.
40. Clarification of bids	<p>VIMUKTI may request clarification or further information in writing from the bidders at any time during the evaluation process. The bidders' responses shall not contain any changes regarding the substance or price of the bid, except to confirm the correction of arithmetic errors discovered by VIMUKTI in the evaluation of the bids.</p> <p>VIMUKTI may use such information in interpreting and evaluating the relevant bid but is under no obligation to take it into account.</p>



	Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by VIMUKTI, shall not be considered during the review and evaluation of the Bids.
41. Responsiveness of bid	<p>VIMUKTI's determination of a bid's responsiveness is to be based on the contents of the bid itself. A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the bidding documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> <ul style="list-style-type: none"> a) affects in any substantial way the scope, quality, or performance of the goods, services and/or works specified in the contract; or b) limits in any substantial way, inconsistent with the bidding documents, VIMUKTI's rights or the bidder's obligations under the contract; or c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids. <p>If a bid is not substantially responsive, it shall be rejected by VIMUKTI and may not subsequently be made responsive by the bidder by correction of the material deviation, reservation, or omission.</p>
42. Nonconformities, reparable errors and omission	<p>Provided that a bid is substantially responsive, VIMUKTI may waive any non-conformities or omissions in the bid that, in the opinion of VIMUKTI, do not constitute a material deviation. These are a matter of form and not of substance and can be corrected or waived without being prejudicial to other bidders.</p> <p>Provided that a bid is substantially responsive VIMUKTI may request the bidder to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the bid. Failure of the bidder to comply with the request may result in the rejection of its bid.</p> <p>For bids that have passed the preliminary examination, VIMUKTI shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of VIMUKTI there is an obvious misplacement of the decimal point in the unit price; in which case, the line item total as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail. <p>If the bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be rejected and its bid security may be forfeited.</p>
43. Right to accept any bid and to reject any or all bids	VIMUKTI reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for VIMUKTI's action. VIMUKTI shall not be obliged to award the contract to the lowest priced offer. VIMUKTI reserves the right to select any bidder. It's not necessary that L1 shall be selected. Selection shall be done based on overall capability of the bidder.
44. Negotiation	VIMUKTI may negotiate with the bidder before awarding the final contract.
45. Samples	Where required as per Section 5: Schedule of Requirements, free, non-returnable samples shall be provided by the bid submission deadline for evaluation and testing by VIMUKTI or their representative, of the item and/or the packing and packaging, prior to any award. Samples will be subject to technical review and laboratory analysis where appropriate. Samples provided to



	<p>VIMUKTI are non-returnable, unless otherwise stated. Samples should be marked with the ITB number.</p> <p>If a bidder fails to provide samples or documents requested by VIMUKTI in a timely manner, VIMUKTI may declare the bid unsuccessful.</p>
AWARD OF CONTRACT	
46. Award criteria	In the event of a Contract award, VIMUKTI shall award the Contract to a bidder who has been determined as eligible and qualified and whose bid has been determined to be the lowest priced, substantially compliant offer to the ITB. VIMUKTI reserves the right to conduct negotiations with the bidder recommended for award on the content of their bid.
47. Right to vary requirement at time of award	At the time the Contract is awarded, VIMUKTI reserves the right to increase or decrease the quantity of goods, works and/or services, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.
48. Notification of award	Prior to the expiration of the period of bid validity, VIMUKTI will notify the successful bidder in writing by email, fax or post, that its bid has been accepted.
49. Debriefing	In the event that a bidder is unsuccessful, the bidder may request a debriefing from VIMUKTI. The purpose of the debriefing is to discuss the strengths and weaknesses of the bidder's submission, in order to assist the bidder in improving its future bids for VIMUKTI procurement opportunities. The content of other bids and how they compare to the bidder's submission shall not be discussed.
50. Publication of Contract Award	VIMUKTI may publish the contract award on VIMUKTI's website with the ITB reference number, the information of the awarded bidder company name, contract amount and the date of the contract.
51. Contract Signature	Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to VIMUKTI. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, if any, and on which event, VIMUKTI may award the Contract to the Second highest rated or call for new Bids.
52. Performance security	<p>The successful bidder, if so, specified in Section 3: Data Sheet shall furnish a performance security in the amount and form specified therein, within the specified number of days after receipt of the contract from VIMUKTI. Banks issuing performance securities must be acceptable to the VIMUKTI comptroller, i.e. banks certified by the central bank of the country to operate as a commercial bank. VIMUKTI shall promptly discharge the bid securities of the unsuccessful bidders.</p> <p>Failure of the successful bidder to submit the performance security or sign the contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event VIMUKTI may award the contract to the next lowest evaluated bidder, whose offer is substantially responsive and is determined by VIMUKTI to be qualified to perform the contract satisfactorily.</p>
53. Retention Amount	As Specified in Section 3: Data Sheet
54. Liquidated Damages	If specified in Section 3: Data Sheet, VIMUKTI shall apply Liquidated Damages for the damages and/or risks caused to VIMUKTI resulting from the Contractor's delays or breach of its obligations as per the Contract.



SECTION 3: DATA SHEET

The following specific data shall complement, supplement or amend the Provisions in Section 2: Instructions to Bidders. In case there is a conflict, the provisions herein shall prevail over those in Section 2: Instructions to Bidders.

Ref. Article in Section 2		Specific Instructions / Requirements
1.	Scope	The reference number of this Invitation to Bid (ITB) is ITB/001/VS-2024. The Works include Civil Construction of School in Jaipur, Rajasthan as further described in Section 5 of this ITB.
2.	Eligible bidders	Bidders from only INDIA are eligible to bid.
3.	Eligible goods, works and services	Goods, works and/or services with origin in all countries are eligible in this bidding process.
4.	Clarification of solicitation documents	<p>Bidders must send their questions through a consolidated email instead of several small emails. The contact details is as follows: Focal Person: Ms. Ankita Bhandari Address: C/o Alpha Beta School, Sector 16, Pratap Nagar, Jaipur E-mail address: campusproject@vimuktisanstha.org</p> <p>ATTENTION: BIDS SHALL NOT BE SUBMITTED TO THE ABOVE ADDRESS BUT TO THE ADDRESS FOR BID SUBMISSION AS SET OUT BELOW (see Data Sheet Article 15).</p> <p>Deadline for submitting requests for clarifications / questions: Date: 25 January 2024 Time:14:00 Hrs IST Time zone: GMT+5:30 VIMUKTI will post the clarifications directly on to the website/ portal.</p>
5.	Language	All bids, information, documents and correspondence exchanged between VIMUKTI and the bidders in relation to this bid process shall be in ENGLISH.
6.	Price adjustment	The price quoted by the Bidder shall not be subject to adjustment during the performance of the contract.
7.	Partial bids (lots)	Partial bids shall not be allowed. Bidders must quote prices for the total requirement requested under Section 5. Schedule of Requirements. Evaluation will be done for the total requirement.
8.	Bid currencies	Preferred Currency of Bid: Indian Rupees (INR) Bids in other currency NOT allowed.
9.	Duties and taxes	All prices shall: Be exclusive of GST and other applicable indirect taxes.
10.	Bid validity period	120 days
11.	Bid security	Required in the amount of INR 10,00,000 in the form of Bank Guarantee or DD in the favour of VIMUKTI SANSTHA



		<p>For the Contractor who will be awarded the Contract: Bid security amount shall be released within 15 days after the contractor provides the Performance Bank Guarantee of the same amount with validity of 18 months.</p> <p>For the Contractor who will not be awarded the Contract: Bid security amount shall be returned within 30 days of finalization/ awarding of contract.</p> <p>Acceptable forms of bid security</p> <ul style="list-style-type: none"> • Bid security form template set out in Section 7.
12.	Alternative bids	Shall not be considered.
13.	Pre-bid conference	<p>Will be conducted</p> <p>Time and time zone: 14:00 Hours IST; GMT+5:30</p> <p>Date : 02 February 2024</p> <p>Venue : Online via Google Meet ; Link shall be shared on VIMUKTI's website by 31st January 2024.</p> <p>The focal point for the arrangement is: Ms. Ankita Bhandari</p> <p>E-mail: campusproject@vimuktisanstha.org</p> <p>Designated Position: Sr. Manager-Operations</p> <p>The Pre-bid conference is not mandatory; however, the bidders are advised to attend the pre-bid conference.</p> <p>Non-Attendance of pre-bid meeting cannot be taken as a pretext of ignorance of any clarifications given regarding the ITB or contract.</p> <p>Minutes of the Pre-bid conference will be disseminated by Direct communication to prospective Bidders by email and posting on the website.</p>
14.	Site inspection	<p>Bidders may carry out their own site inspection with the prior written approval of VIMUKTI.</p> <p>The focal point for the arrangement is: Ms. Ankita Bhandari</p> <p>E-mail: campusproject@vimuktisanstha.org</p> <p>Designated Position: Sr. Manager-Operations</p> <p>Bidders shall notify the focal point 3 days in advance as to whenever they intend to do the site inspection and the details of their representatives who will visit.</p> <p>The site inspection is not mandatory; however, the bidders are advised to physically see the site so that they can understand the quantum of work.</p>
15.	Instruction for bid submission	<p>Bidders must submit their bid directly in the online system i.e. to be uploaded on the website link mentioned below:</p> <p>https://www.vimuktisanstha.org/campus-construction-project</p> <ul style="list-style-type: none"> ▪ File Format: PDF files only and Priced BOQ in excel format (in locked condition i.e. password protected) in addition to the signed and stamped PDF file. ▪ File names must be maximum 60 characters long and must not contain any special character. ▪ All files must be free of viruses and not corrupted.



		<ul style="list-style-type: none"> Documents which are required in original (e.g. bid security and financial bid hard copy and password of excel file of BOQ) should be sent to the below address with a PDF copy submitted as part of the electronic submission: Vimukti Sanstha, % Alpha Beta School, Sector-16, Pratap Nagar, Jaipur-302033 It is recommended that bidders organize and name the files according to the requirements and structure of the bid to facilitate their review.
16.	Deadline for bid submission	15th February 2024
17.	Financial bid opening date and time	<p>15th March 2024 at 12 noon.</p> <p>The bidders or their representatives are requested to be present in person at the time of opening the bid. The bid shall not be opened for those whose bidder/representative are not present at the time of opening the bid.</p> <p>Financial bid shall be opened only of the qualifying bidders. They will be sent an email by 12th March, if they are qualifying.</p>
18.	Expected date for commencement of contract	<p>15 April 2024</p> <p>The successful bidder will be expected to complete the works within 15 months from the date on which given access to the site and receives the order to commence from VIMUKTI.</p>
19.	Right to vary requirement at time of award	The maximum percentage by which quantities may be increased or decreased is 20%
20.	Contract award to one or more bidder	<p>VIMUKTI will award a contract to:</p> <p>One Bidder Only</p>
21.	Performance security	<p>The bidder shall be required to submit a performance security of value INR 10,00,000 in the form of Bank Guarantee or DD in the favour of VIMUKTI SANSTHA</p> <p>With validity of 18 months on the date of signing of contract. The performance security shall be released after completion of contract.</p>
22.	Advance payment	5 % of contract value against Bank Guarantee of equal amount. Advance amount shall be adjusted in first 5 RA bills equally.
23.	Retention Amount	5% retention amount to be deducted from each RA bill and will be released within 21 days of the completion of Defects Liability period (12 months of date of issuing of completion certificate).
24.	Liquidated Damages	<p>Will be imposed as follows:</p> <p>Percentage of contract price per week of delay: 0.5% up to a maximum of 5% of the delayed works, after which VIMUKTI may terminate the contract.</p>
25.	Other information related to the ITB	<ul style="list-style-type: none"> Water supply arrangement for construction: By VIMUKTI at one point. Electricity, power supply arrangement for construction: By VIMUKTI at one point. <u>Working hours</u>: Vendor can work full days on all days of week (day and night both as per requirement). A corner space can be taken inside the site premise for making temporary shed (to be in contractor's scope) to store material like cement etc.



		<ul style="list-style-type: none">• <u>Payments to the Contractor:</u> Payment against monthly running bills will be made in 7 working days from the date of signing of Engineer in charge and counter signed by Architect on the bills certifying them. Final bill after completion of work will be paid within 15 working days of submission of Bill certified by engineer-in charge and counter signed by the Architect.• Running bills and payments to be issued against the items/ works completed and not against the material delivered/ supplied at site.• <u>Period of submitting final bill:</u> Within 30 (Thirty) days of completion of work. Defects liability period: 12 (Twelve) months from the date of final bill and issuance of Completion Certificate by the Architect.• <u>Insurance:</u> Contractor will be responsible for Insurance as per clause of General Conditions of Contract.• Contractor to follow all building norms and regulations of government and to submit copy of PF challan, ESIC challan, Workman compensation policy, Building and Other Construction Workers (BOCW) registration etc to VIMUKTI each month as applicable/ Required by Jaipur/ Rajasthan Statutory authorities.• Defective materials/ rejected materials (by Engineer-in charge/ Architect/ Vimukti) to be removed by the contractor from site at their own cost.
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SECTION 4: EVALUATION CRITERIA

Preliminary Examination Criteria

All criteria will be evaluated on a Pass/Fail basis and checked during Preliminary Examination.

Criteria	Documents to establish compliance
Completeness of the bid	All documents and technical documentation requested in Section 2: Instructions to Bidders Article 12 have been provided and are complete.
Bidder accepts VIMUKTI General Conditions of Contract as specified in Section 6.	Form C: Bid Submission
Bid Validity	Form C
Bid Security with compliant validity period	Form H
Appropriate signatures	Documents (e.g. Power of Attorney, MoA etc.) which shows individual as authorized signatory of the Bidder.
Bidder Team to be deployed for the Project	Detailed CVs
Tools & Plant (machinery) available with Bidder for the Works	Detailed list.
Strategy for completion of the assignment	Proposed Timeline and Execution plan

Eligibility and Qualification Criteria

All criteria will be evaluated on a Pass/Fail basis.

Eligibility Criteria	Documents to establish compliance
Bidder is a legally registered entity	Form D: Bidder Information
Bidder belongs to a diverse supplier group including micro, small or medium sized enterprise, women or youth owned business or other.	Form D: Bidder Information
Vendor is not suspended, nor otherwise identified as ineligible by VIMUKTI.	Form C: Bid Submission
No conflicts of interest in accordance with Section 2 Article 4.	Form C: Bid Submission
The bidder has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form C: Bid Submission
Certificates and Licences: <ul style="list-style-type: none"> Patent Registration Certificates, if any of technologies submitted in the bid is patented by the bidder. Export/Import Licenses, if applicable. 	Form D: Bidder Information
Qualification Criteria	Documents to establish compliance



History of non-performing contracts ¹ : Non-performance of a contract did not occur as a result of contractor default within the last 3 years.	Form E: Eligibility and Qualification Form
Litigation History: No consistent history of court/arbitral award decisions against the bidder for the last 3 years.	Form E: Eligibility and Qualification Form
Previous Experience:	
Minimum 3 (Three) years of relevant experience (Civil Construction Works).	Form E: Eligibility and Qualification Form
Contractor should have experience of completing civil structure of multi-storied building of at least 10,000 sqft area .	Completion Certificates from Previous Clients for listed project Form E: Eligibility and Qualification Form
Financial Standing:	
Liquidity: the ratio Average current assets / Current liabilities over the last 3 years must be equal or greater than 1.	Copy of audited financial statements for the last three years. / Form E: Eligibility and Qualification Form
Turnover: Bidders should have annual sales turnover of minimum INR 3 Crore for any of the last three financial years .	Copy of audited financial statements for the last three years. Form E: Eligibility and Qualification Form

Technical Evaluation Criteria

Criteria	Documents to establish compliance
Goods/works/services offered in the bid are substantially compliant and do not contain any material deviation(s) from the minimum required as included in Section 5: Schedule of Requirements.	Form F: Technical Bid
The bid is substantially compliant with the minimum Requirements included in Section 5: Schedule of Requirements and do not contain any material deviation(s).	Form F: Technical Bid Form G: Price Schedule

Evaluation of Prices

Criteria	Documents to establish compliance
Price comparison shall be based on the landed final price, including transportation, insurance and the total cost of ownership.	Form G: Price Schedule

¹ Non-performance, as decided by VIMUKTI, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.



SECTION 5: SCHEDULE OF REQUIREMENTS

BACKGROUND

ENSURING QUALITY EDUCATION TO GIRLS FROM THE SLUM AREAS OF JAIPUR

Education is one of the best investments to make, especially for children who live in poverty. Educating girls, acts as **ripple** of changes for generations to come.

VIMUKTI is a registered not-for-profit society, started in 2004.

VIMUKTI's **vision & purpose** are to empower girls through education to become self-reliant and financially independent.

There was a time when people thought that educating girls was not necessary. Now, with time we have begun to realise that girl's education is essential. The modern age is the age of awakening girls. Educated girls are the carrier who yield positive impact on the Indian society through their contribution at home and professional fields. They are the reason for the improved economy in the country as well as society. However, girls' education goes beyond getting girls in school. It is about ensuring that girls learn and feel safe while in school. When gender stereotypes are communicated through the design of school and classroom learning environments it goes on to have a sustained impact on academic performance and choice of field of study.

Their vision is to provide:

- Community outreach.
- Quality education.
- Short school days, long school year.
- Nutrition, health and hygiene.
- Career development programs.
- Focus on S.T.E.M.
- Belongingness.
- Child friendly movement.
- Breaking the stereotype.
- Interactive.
- Flexible.

They want to educate girls, to:

- Strengthen economy.
- Sensitize gender equality.
- Benefit children & families.
- Create awareness about female infanticide.
- Generate leadership quality.
- Make them self-reliant.
- Improve health.

New Campus is required, to provide:

- **Ownership:** Freedom, Safety, Openness instills pride, which can be experienced in own premises only.
- **Belonging:** Having spaces for different kinds of activities. Quality early childhood development care and primary education.
- **Settlement:** Providing infrastructure facilities, making an impact on the community. Meet the safety, hygiene and sanitation needs of girls.



REQUIREMENTS

SITE LOCATION AND AREA

Location: Village near Jaipur city, India

Village Name: Kheda Jaganathpura, Tehsil Chaksu, Jaipur, Rajasthan

Coordinates: 26°45'09.6"N, 75°53'30.5"E

Site Area: 7,000 Sqm (Approx)

WORK TO BE CARRIED OUT IN FUNCTIONAL PREMISES

The contractor needs to ensure that the site is isolated and barricaded properly from all sides. Further, the Contractor shall take all reasonable precautions to prevent noise, dust, material residue, debris and fumes from spreading beyond the site areas. Any nuisance or detriment caused to neighbouring premises, streets, roads, lanes or parks shall not be tolerated. To ensure that such disturbance and disruption to the normal functioning of the premises, the Contractor shall take all necessary measures including but not limited to Site Barricading and, where necessary, creation of alternate access routes, boarding up or setting up of temporary partitions, doors, accessways.

DISPOSAL OF MATERIALS AND DEBRIS

The Contractor will ensure safe disposal of construction debris as per the prevalent norms in the jurisdiction. Construction & Demolition Waste to be disposed-off at designated C & D waste processing facility and contractor to produce relevant certificate/ documentary proofs.

AIR QUALITY DURING CONSTRUCTION

The contractor will have to take the following measures for ensuring better air quality during construction:

- I. Sealing off the construction area with plastic sheeting and tape.
- II. Ventilate the construction area.
- III. Use HEPA filters to remove small particles from the air.
- IV. Use low-VOC materials.
- V. Clean the construction area regularly.

NOISE GENERATION DURING CONSTRUCTION

The construction would be planned in such a way that most of the parts are fabricated at other places and only fixing and dismantling will be carried out at the site. The time of construction activity should be arranged to carry out the noisy activities outside of the working hours and night hours.

WORKING HOURS

The Contractor can work from morning to evening and may even be granted permission to work up to late night hours if found justifiable.

All Working Hours shall be governed by relevant government rules and regulations regarding such activities including the applicable labour laws for safety, additional compensation, etc. and the contractor shall be fully



responsible for compliance with all such laws / regulations and shall not be compensated additionally beyond the quoted rates for any such additional costs or effort incurred for ensuring compliance or compensation to labour due to above mentioned working hours.

SAFETY, ACCESS MANAGEMENT AND MATERIALS MANAGEMENT PLAN

Within three working days of award of contract, the Contractor shall submit a Safety, Access and Materials Management Plan for the entire work which will include:

- I. Barricading Plan with detail of the barricading system to be deployed. This plan shall also indicate how access will be managed for areas where the works are to be carried out.
- II. Material loading / unloading locations, routes, and access.
- III. Phasing and scheduling of works.
- IV. Any temporary works required to be carried out in order to carry out the works mentioned in the Contract.

WATER SUPPLY ARRANGEMENT FOR CONSTRUCTION

Unfiltered water supply for renovation works will be provided by VIMUKTI at one point. The Contractor will be responsible for any further temporary piping, storage or fixtures / fittings required for the work. The Contractor is expected to use the water supplied in a judicious manner and not allow unjustified wastage.

ELECTRICITY, POWER SUPPLY ARRANGEMENT FOR CONSTRUCTION

Single-phase electrical supply for renovation works will be provided by VIMUKTI at one point. The Contractor will be responsible for any further temporary wiring / cabling, earthing, fixtures / fittings, connections, required for the work. The Contractor is expected to use the electrical supply in a judicious manner and not allow unjustified wastage or overdrawing causing undue overloading on the electrical infrastructure.

HEALTH & SAFETY OF WORKERS

The Contractor shall take adequate and reasonable precautions and steps to ensure the Health and Safety of all Workers as per applicable Government norms / regulations.

The Contractor is to provide decent facilities for the Labor working on the Project, in Compliance to the Occupational Safety, Health and Working Conditions Code, 2020, including safety provision for women workers, safe and hygienic sanitation for the workers, provision of safe drinking water, provision of shaded place for work to prevent harm from heat, cold and rain, etc.

WORKER REGISTRATION AND MANAGEMENT

The Contractor will carry out all documentation of workers including maintaining labour attendance / deployment records and produce the same when asked for by the VIMUKTI or Project Managers

ENVIRONMENTAL AND POLLUTION CONTROL NORMS



The Contractor will follow all applicable Environmental and Pollution Control Norms / Regulations prescribed by the Government or statutory bodies.

REPORTS, CHECKLISTS AND DOCUMENTATION

VIMUKTI or the Project Managers may require Reports, Checklists or Documentation from time to time in order to understand and record the progress of work at site. The Contractor will be required to submit all such documentation requested for at no additional cost.

TEMPORARY STORAGE SPACE

Contractor can make a temporary shed to store material within the site premises at their own cost. The maintenance, upkeep and any temporary work needed will be done by the Contractor at their cost.

PHASING

The construction of the school is divided into three phases. This ITB is only related to Phase-I. **Separate ITB's shall be issued at a later stage for Phase-II & Phase-III.**

PHASE-I

The work to be performed under the scope of this tender are illustrated & defined by the schedule of quantities, drawings and specifications here with attached.

The work shall mainly consist of the following with material for all items to the perfect completion, as per Technical Specifications and relevant IS Codes and other standards:

- (1) Civil, Structural Works,
- (2) PHE Works,
- (3) Electrical Works
- (4) Site Development (Landscape, Roads, Play facilities, Guard room, services area, site boundary etc.)

All civil, architectural, structural and public health Engineering works in connection with construction of a Ground plus one storied building.

The major important works covered under the scope shall be:

- a. Excavations of earth/stones and back filling including dewatering of excavation for trenches, tunnels pits, plinth filling, etc. till the construction of the same is completed including disposal of surplus material.
- b. Construction of RCC trenches, foundations, tunnels, sumps, tank bunds, grade beams, beams at foundation level, columns, floor & roof beams, grade slabs, intermediate floor slabs shown in the drawings and other miscellaneous equipment foundations and plinth.
- c. Complete civil and architectural works such as brick/concrete, block work, plastering, painting, all types of floor / roof finishes, all types of joinery, structural glazing and curtain walls etc.



- d. Preparation and submission of detailed calculations, arrangement of drawings and detailed drawings of form work, staging and scaffolding for all reinforced concrete structures and foundations as directed by the Architect for his checking and approval.
- e. Preparation of detailed working drawings and bar bending schedules for all reinforced concrete work and getting them approved by the Architect.
- f. Fabrication, supply and fixing of anchor bolts, sleeves, fixing frames, embedment's etc. for all steel columns/ stanchions and installation of similar items in equipment foundations and other locations as shown in the drawings as instructed by the Architect.
- g. Design, supply and installation of structural glazing including wind load calculation and aluminium/ wooden/ upvc doors & windows etc. (If required)
- h. Supply of all instruments and personnel for conducting necessary tests at site as specified / as directed by the Architect.
- i. Drilling and developing of bore well. (If required)
- j. All works related to Water supply, Drainage & Sanitation as per the Technical Specification and BOQ.
- k. All works related to Electrical as per the Technical Specification and BOQ.
- l. All works related to HVAC as per the Technical Specification and BOQ.

APPROVAL/NOCs FROM STATUTORY AUTHORITIES:

VIMUKTI shall be responsible for obtaining all NOC/Approval as necessary at different stages of construction including the completion/Occupancy certificate and other statutory authorities.



GENERAL CONDITIONS:

- ② The drawings enclosed with this tender are intended to give the tenderer, a general idea of the type and extent of work involved. The drawings are as such indicative (separate working drawing set shall be provided for construction works).
- ② The scope of work will also include such other related works although they may not be specifically mentioned in the above paragraphs and all such incidental items for completion of the job as a whole as desired and as directed by the Architect.
- ② The detailed scope of work covered above is not a comprehensive list of the items of work involved. The detailed scope of work may vary considerably depending on the actual construction requirements.
- ② Unless otherwise specified, the work to be provided for by the contractor for the items mentioned in the "Schedule of Items", shall include all labour, materials, supervision, construction plants, equipment, supplies, transport to and from the site, fuel, electricity, compressed air, water, transit and storage insurance and all other incidental items and temporary works not shown or specified but reasonably implied or necessary for the proper completion maintenance and handing over of the works, except items specified to be furnished by the owner or others, all in all accordance with the stipulations laid down in the contract documents and additional stipulations as may be provided by the Architect during the course of works.
- ② Furnishing samples of all materials required by the Architect for testing/ inspection and approval for use in the works. The samples may be retained by the Architect for comparison with bulk supply.
- ② Arranging the requisite Insurances including CAR (Contractors All Risk Insurance) in connection with this work. The copy of insurance policy to be submitted to VIMUKTI within 15 days of starting work at site.
- ② Furnishing test reports of the products used in the specification or if so desired by the Architect.
- ② Giving all notices, paying all fees, taxes, etc. in accordance with the general conditions or the contract, that are required for all work including temporary work.
- ② Arranging manufacturer's specification when so specified.
- ② Carrying out topographical survey of the entire site and establish levels and coordinates of suitable intervals, from existing grid levels and coordinates furnished by the owner, establish benchmarks, set out the location and levels of the proposed structures construction and marking of the reference pillars and identification marks etc. The contractor shall provide the VIMUKTI & Architects such assistance, instruments machines, labour and materials as are normally required for examining and testing any work and the quality, weight and quantity of any material used.
- ② In the execution of the work, no person other than the contractor or his duly appointed representative, sub-contractors and workmen employed by him shall be allowed to do the work, except by the special permission, in writing, of the Architect/ PMC in Charge or his representative, but access to the work always shall be accorded to the Architect/ PMC and representative of VIMUKTI.
- ② It is expected that various working agencies will be working simultaneously for the project. All such vendors are to cooperate with each other for completion of the project. No vendor shall object to the execution of works under other packages by other vendors or tradesmen and accord them every facility for the execution of works under other packages simultaneously with his own work.



- ② Providing all incidental items not shown or specified but reasonably implied or necessary for the successful completion of the work in accordance with contract.
-

LAND RESTRICTION

- ② Based on the available FAR permissible, ground coverage at the allotted land, the free space available for storing of construction material, store, temporary site office etc. will be very restricted. Vendor must take specific note on the above and ensure that no progress is hindered due to non-availability of free land in the said plot.
- ② The contractor shall ensure that the integrity of the green area along the plot, that shall always be maintained during construction, without harming/damaging the natural elements in and around the green area. The area shall not be used for any construction work, dumping debris, storing material etc.

DEWATERING

- ② Contractor shall always ensure that the work area and approach/ access are free from accumulation of water and the materials are safe and the progress schedule are not affected. No separate claim in this regard shall be admitted by VIMUKTI. No separate payment for de-watering of sub soil or surface water, if required at any time during execution of work including monsoon period shall be considered by VIMUKTI.

CONSUMABLES

- ② All consumables like gas, electrodes, chemicals, jute, kerosene, etc. required for the job shall be arranged by the contractor at his cost unless otherwise specifically mentioned in the contract.
- ② All consumables to be used for the job shall have to be approved by the PMC/ VIMUKTI prior to application.
- ② In the event of failure of contractor to bring necessary and sufficient consumables, VIMUKTI shall arrange for the same at the risk and cost of the contractor. The entire cost towards this along with overhead (30%) shall be paid by the contractor to the VIMUKTI or deducted from the Contractor's bill(s) by VIMUKTI.

OVER RUN CHARGES:

- ② No over run charges shall be paid by VIMUKTI to the contractor, in the event the completion period gets extended, for any reasons whatsoever.

DEVIATIONS:

- ② The bidder is requested to submit with his offer a no deviation certificate in the prescribed format. Any assumption, presumption, deviation, condition, alteration, deletion, etc. shall not be considered.



CERTIFICATES

- ☐ Necessary Test Certificates of all the materials supplied by the Contractor are to be produced to the VIMUKTI/ PMC/ Architect prior to use of these materials. Any material, which in opinion of the client is not conforming to the tender specification. IS Code or relevant standards abroad in practice, vendor shall forthwith remove such material from the site premises at his own cost. Vendor also shall replenish such material forthwith so that the progress of the work in no case is affected for such rejection of material (s) by the client.

QUALITY CONTROL AND QUALITY ASSURANCE:

- ☐ Contractor and his supervisor(s) shall be adequately qualified and inclined to do a quality job. The vendor shall exclusively depute a quality assurance engineer/manager who shall co-ordinate all aspects of quality control, construction, implementation of quality assurance procedures (QAP) laid down in the quality plan and technical specifications by the PMC/ Architect/ VIMUKTI. He shall also fill up quality assurance log sheets/ formats and submit to the PMC/ Architect/ VIMUKTI for joint inspection and acceptance. They should also maintain all quality records and shall be in a position to retrieve the records within reasonable time and produce to the PMC/ Architect/ VIMUKTI on demand.
- ☐ During execution of the contract, PMC/ Architect/ VIMUKTI may visit the vendor's or sub-vendor's work for material/ products Inspection.



QUALITY ASSURANCE PROGRAMME:

- ☐ The contractor shall adopt a suitable quality assurance programme to control all activities pertaining to the scope of work, as necessary. Such programme shall be outlined by the contractor and shall be finally accepted by the PMC/ Architect/ VIMUKTI or the appointed agency. A quality assurance programme of the contractor shall jointly cover the following:
- a) Organisation structure and qualification data of key personnel of the contractor for the management and implementation of the proposed quality assurance programme.
 - b) The procedure for inspection of incoming raw materials, verification of materials purchased etc.
 - c) System of maintenance of all relevant records in connection with all site activities.

GENERAL REQUIREMENTS

Bidders to note that any medical facility, staff quarter, land for labour colony, etc. required by the contractor to be made within the site premises only during the duration of work.

All useful portion of the stones /items unused during excavation shall remain VIMUKTI's property and such useful portion shall be separated from the used ones and deposited in regular stacks at places indicated and as directed by VIMUKTI.



INSTRUMENT MEASURING AND TEST EQUIPMENT (IMTE)

The contractor shall ensure deployment of reliable and calibrated instrument measuring and test equipment (IMTE). The IMTE shall have a test/ calibration certificate from authorised/ Govt. approved agencies. The contractor shall also keep provision of alternate arrangement for such IMTE so that the work does not suffer when a particular IMTE is sent for calibration. Retesting / re-calibration shall also be arranged by the contractor at their own cost at regular intervals during the period of use as advised by the owner.

TEST CERTIFICATES FOR T&P

All T&Ps, lifting tackles, pulling devices to be deployed by the contractor, must bear valued/ latest test certificates for their suitability and documents shall be preserved at site. Relevant copies shall be submitted to the VIMUKTI for record purpose.

CERTIFICATION TOWARDS COMPLETION

The work under the scope of the contractor will be deemed to be completed in all respects only when so certified by the PMC/ Architect/ VIMUKTI. The decision of PMC/ Architect/ VIMUKTI shall be final and binding on the contractor.

GUARANTEE

Even though the work will be carried out under the supervision of the PMC, the contractor will be responsible for the quality of workmanship, quality of materials/ items and designs for which the contractor is responsible.

The contractor shall guarantee the work executed under the scope of the contract for a period of 12 (Twelve) months from the date of start of guarantee period as certified by the Architect/ PMC i.e. on completion of the total work under scope and / or taking over by VIMUKTI / and shall rectify free of cost all defects due to faulty work done. In case the contractor fails to repair / replace the defective works within the time specified by the Architect/ PMC, the VIMUKTI may proceed to undertake the repairs/ replace such defective works at the contractor's risk and cost without prejudice to any other rights and recover the same from security deposit dues.

INSURANCE

The comprehensive insurance for the entire scope of work in this tender is in the scope of the contractor. Third party liability shall be on the contractor's account.

The contractor shall make available the original insurance cover(s), against the works contemplated in this contract, along with materials, T&P, assets, workmen compensation, etc. to the VIMUKTI for verification before commencement of work.



TAXES AND DUTIES

All taxes, charges, royalties, duties, octroi, etc. and other taxes for materials obtained for the work and for the execution of the contract including Goods & Service Tax, W.C.T, Turnover Tax, Cess currently in force or introduced in future shall be borne by the contractor and shall not be payable extra.

REGISTRATION UNDER VARIOUS TAX LAWS & LABOUR LAWS

The Vendors participating in the bidding Process must be registered under Various Tax Laws & Labour Laws mandatory for execution of work and employment of labour. Such as:

- i) Goods & Service Tax
- ii) Income Tax & PAN Number
- iii) EPF
- iv) ESI
- v) Shop & Establishment Act or another similar Act.
- vi) Factory Act wherever applicable
- vii) Compliance of minimum wages Act for engagement of labour.
- viii) Any other Tax Law/Labour Law relevant for execution of work.

Bids not containing information on the above will not be considered.

DEBRIS DISPOSAL

All useless excess excavated material, all other debris and useless other materials shall be disposed off beyond the boundary wall at suitable locations to be decided by the contractor as per local statutory rules and regulations. No separate payment shall be made in this regard to the contractor by the owner, under any circumstances.

Vendors to make specific note that while disposing off such useless materials beyond the boundaries of the project site, the systems, procedures and norms enforced by the authorities, or any other statutory body shall have to be strictly adhered to at no extra cost to the VIMUKTI.

WATER

The VIMUKTI will provide water connection at site, and the contractor makes his own arrangement of sourcing water for drinking purposes at his own cost, also arrangement for equipment's for storing water for work purposes shall be done by contractor.



ELECTRICITY

The VIMUKTI shall obtain Temporary power connection from the Electricity department. The same shall be provided if so, requested to the contractor at one point only, from which further distribution including maintenance of the distributing line beyond this point shall have to be made by the contractor. The contractor will have to provide necessary tamper proof, suitably housed in a weatherproof box with lock and key arrangement and calibrated sub-meters at his own cost. Supply of electricity shall be governed by the Indian Electricity Act and Installation Rules and other Rules and Regulation as applicable. Till such time the owner obtains temporary power connection the contractor shall be required to make his own arrangement for Power supply by installing suitable D.G set.

The VIMUKTI shall not be responsible for any inconvenience or delay caused due to non-availability or interruption of power supply and no compensation for delay and/or financial implications in work can be claimed by the contractor due to such non-supply on the grounds of idle labour, machinery or other grounds.

The contractor should ensure that no work is held up in the event of non-availability or breakdown of power and the contractor must have his own arrangement of sourcing electric power for construction as a complete arrangement at his own cost.

The total electricity bill payable to the Electricity Supply Board/Authority/Co shall be shared on the pro rata basis by the VIMUKTI and its contractors to be apportioned based on actual KWh consumed in addition to the fixed demand load charges. Such charges shall be recovered from the RA Bills or to be paid in cash by the contractor as per the instruction of the PMC/ Architect/ VIMUKTI from time to time.

Tariff as applicable from time to time will be applicable and the contractor's price shall be inclusive for such variations.

ISSUE OF MATERIALS

- ☐ All materials, contemplated for the works covered under this contract shall have to be arranged by the contractor at his own cost.
- ☐ It will be the responsibility of the Contractor to procure and supply all such materials from reputed vendors, of such quality, as acceptable to the owner at his own cost and safely store the same, in his stores at the work site, as per standard norms stipulated by the Indian Standards.
- ☐ The contractor shall take care of the materials and shall protect them from damage or weathering or rusting.
- ☐ The contractor shall arrange all materials well in time, so that progress of the work is not affected, due to non-availability of any such materials. In no case the contractor shall be entitled to cite delay in work attributable to non-availability of such materials.
- ☐ Clotting of cement and excessive rusting of steel must be avoided. In such cases of materials are brought into the notice of the contractor by PMC/ Architect/ VIMUKTI, the same shall be removed from site immediately by the contractor at his own cost and shall replace the same with good quality materials forthwith at no extra cost to the VIMUKTI.
- ☐ The total quantity of steel required for the work will be calculated from the approved Bar Bending Schedule and drawings, approved laps, chairs, lugs, etc. The measurement for payment as well as for accounting shall be based on the Sectional weights as indicated in the following IS Specifications.
 - a) 808 – 1964 – Beams, Channels and Angles.
 - b) 1730 – 1961 – Plates, Sheets and Strips.
 - c) 1732 – 1971 – Rounds and Square Bars including deformed high yield strength bars.



No extra shall be payable to the Contractor for deviation in weights due to rolling tolerances/margins etc.

Empty Cement Bags and Steel Scraps shall be the property of the Contractor.

TOOLS AND PLANTS TO BE PROVIDED BY THE CONTRACTOR

The contractor shall, in consultation with the PMC/ Architect/ VIMUKTI, arrange all such T&Ps and IMTEs that shall be necessary for successful completion of all works under the purview of this contract and within the specified time limit.

The contractor shall mobilise and ensure availability of shuttering and staging materials, required for one complete floor, including all its columns, as well as shuttering and staging materials for beam soffits of the next floor.

In the event of any failure on the part of the contractor, to arrange any such materials / equipment which in the opinion of the PMC/ Architect/ VIMUKTI may be felt necessary, The PMC/ Architect/ VIMUKTI may deploy such equipment at their own discretion and recover the charges for such materials / equipment together with 30% overhead from the contractor or can also terminate the contract on this ground and take out any or whole amount of the contract from the scope of the contractor.

Decision of VIMUKTI in this regard will be final and binding on the contractor.

CIVIL LABORATORY:

Following laboratory testing facilities shall be arranged by the contractor at his own cost from Testing laboratory as shall be approved by the PMC/ Architect/ VIMUKTI.

- a) Compressive Strength of Concrete and Bricks.
- b) Water absorption of Bricks.
- c) Earth compaction test (proctor density / dry density and optimum moisture content, etc.)
- d) Conducting of test for setting time and compressive strength of cement.
- e) Sieve analysis of fine aggregates.
- f) Bulking test of fine aggregate.
- g) Specific gravity, density, void and absorption test of fine aggregates.
- h) Sieve analysis, moisture content, specific gravity and crushing strength of coarse aggregates.

Bulk density, deleterious materials and absorption value of coarse aggregates.

Other than the above-mentioned tests, if any other testing is required to be carried out at site as per Quality Plan and Technical Specification or on PMC/ Architect/ VIMUKTI instruction then the same shall have to be arranged by the contractor as well, at his own cost.



CONSTRUCTION SCHEDULE

On receipt of the order, the contractor shall furnish the construction schedule indicating completion of all milestones based on the completion period as indicated below for approval by the PMC/ Architect/ VIMUKTI.

COMPLETION PERIOD

The completion period of major activities as mentioned in the construction schedule must be followed. The entire work, excluding landscaping and other minor finishing jobs shall have to be completed within **15 months** from the date of LOI, this includes the Mobilisation period also.

MOBILISATION ADVANCE

As mentioned in Section 3: Data Sheet

SECURED ADVANCE

No Secured Advance against the materials brought to site shall be given to the contractor.

VIRTUAL COMPLETION

The work shall be considered as virtually completed only upon fulfilment of the procedure laid down in the Contract and when the Architect-in-Charge has certified in writing that the work has been virtually completed. **The defects liability period shall commence from the date of issue of Completion certificate (and not from the date of Virtual Completion).**

The Virtual completion will be considered when all the constituents/elements prescribed in the scope of contract and BOQ are completed in all respects, but for correction/removal/repairs to any defects that may have occurred/crept in. All the elements must be properly functional.

Should VIMUKTI decide to occupy any portion of a building or use any part of any equipment, before the contract is completed, same shall not constitute an acceptance of any part of the work unless so stated in writing by the Architect-in-Charge.

PRICE ESCALATION

No Price Escalation is applicable for this contract.

REVISION OF ACCEPTED RATES

No Revision of Accepted Rates shall be applicable for this contract.



COMPENSATION FOR DELAY

If the contractor fails to maintain the required progress of work as per contract or to complete the work and clear the site within the time prescribed by the contract, he shall, without prejudice to any other right or remedy of VIMUKTI on account of such breach, pay as agreed compensation a penalty for delay in completion of the work as mentioned in **Section 3: Data Sheet**.

METHOD OF MEASUREMENT

Method of measurement shall be as per relevant clauses of IS-1200 in conjunction with IS Codes 3385. In case the same is not available in the relevant IS Code, the standard procedure adopted in CPWD shall be adopted. In case the same is not available in CPWD the measurement for the works done will be based on mutual agreement between VIMUKTI and the contractor. In all the above cases, the interpretation of VIMUKTI will be final and binding on the contractor.

Reinforcing bars, including laps, chairs and spacers, shall be measured and paid on the basis of the bar bending schedule which shall be prepared by the contractor and approved by PMC/ Architect/ VIMUKTI.

The measurement for payment of reinforcement and structural steel shall be based on the sectional weights as indicated above in the clause **Issue of Materials**.

EXTRA WORK CHARGES

The quantities given in the schedule are provisional and may vary to any extent at the time of placement of order/ execution of work. Actual quantities executed by the contractor shall be measured and payment shall be made on the basis of the accepted unit rates. The quoted Total project price shall remain firm up to (+) or (-) 20 % of the ordered value including extra items, if any but excluding any price escalation.

If any extra or additional items which are not incorporated in this schedule have to be executed by the contractor, the rates of such extra or additional work shall be as per the followings:

- ☐ The rates of such items shall be derived, if possible, from the available rates, agreed upon in the Rate Schedule of this contract.
- ☐ If the items are covered under latest PWD schedule of rates Govt. for General Building Works, Sanitary, Plumbing and Electrical Works, rate shall be quoted under SI. No. of BOQ.
- ☐ If the items are not covered in the above schedule, the rates have to be mutually agreed upon mainly on the basis of prevailing market rates, and rate for which all documentary evidence as required by THE OWNER shall have to be produced by the contractor. Decision of THE OWNER in such cases shall be final and binding on the contractor.

PAYMENT OF CONTRACTORS BILL

Payment of Contractors bill shall be made as per the provisions of

Section3: Data Sheet; Sub-clause 24.



MEASUREMENT & BILLING OF WORK

Joint Measurements shall be recorded by the Contractor on Measurement sheets as per proforma approved by PMC.

Bills based on above proforma consisting of Bills Summary, abstract sheets, Measurement sheets and other documentation shall be bound and submitted by the Contractor.

SHOP DRAWINGS:

The Contractor shall submit a set of Shop Drawings for bar bending schedules, external cladding works in quadruplicate for above work within a period of 30 days from the date of award of the contract based on the tender or drawings from the date of issue of concept/general arrangement drawings, whichever is later, to the VIMUKTI for approval by the Architects / Consultants, before starting the related work.

CONTRADICTIONS AMONGST DOCUMENTS

In case of contradictions between any two constituents of the Tender Documents, superseding of the constituents shall be in the following order –Conditions of Contract (CC), Technical Specifications and Bill of Quantities. In case of contradictions between the Award letter & CC the provisions of Award letter will prevail.

PERFORMANCE GUARANTEE

Not Applicable

CODES AND SPECIFICATIONS

The contractor shall carry out the works as per Indian Standards Latest amended up to date, as per Indian Electricity Rules, Specifications, Local Authorities Regulations etc. The equipment shall be as per relevant standards indicated in specification.

SCHEDULE OF LABOUR RATES

The Contractor shall quote the rates in the Schedule of Labour Rates given below:

NOTE: The Contractor shall quote rates, which should be inclusive of Pay roll cost and allowances, taxes, fringe benefits, overheads, supervision and profits for categories listed below on daily basis to be employed for execution of work. These rates will be utilised for computing rates for extra items in accordance with the provisions of the General Conditions of Contract.



HEALTH SAFETY AND ENVIRONMENT (HSE) REQUIREMENT OF PROJECT:

The Contractor must implement HSE Standard at job site with the assistance of the Engineer's staffs. HSE requirement should not be compromised for any reason.

- 1) All parties must implement the HSE (Health, Safety and Environment) policy at site.
- 2) Effectively to achieve ZERO ACCIDENT.
- 3) All HSE requirement of the client must be implemented.
- 4) All legal and other requirements related to HSE should be implemented.
- 5) Good HSE implementation of any party shall be considered, if it is not contradictory to legal requirement and other HSE requirement of client.
- 6) All the hazardous processes and work in confined space should be done by trained/skilled/competent person only. Their competency shall be evaluated after HSE induction.
- 7) All equipment and resources shall be in serviceable condition.
- 8) Any illegal modification shall not be accepted.
- 9) All required legal document related to equipment deployed at work i.e. Registration, PUC, Fitness
- 10) Certificate, third party certificate, Operator's license, operator experience certificate and
- 11) operator's eye test report should be verified before deployment.
- 12) Provision of medical emergency/fire emergency should be available during construction period.
- 13) Report all near miss/incident/first aid/accident to the Engineer's staffs immediately.
- 14) It is the Contractor's responsibility to take emergency action and after care for accident/incident cases.
- 15) Full body harness with scaffolding hook should be provided.
- 16) Proper rope and pulley should be used for material shifting.
- 17) 5 S standard (Sort, Straighten or streamline, shine, standardize, sustain) of housekeeping should be maintained at site.
- 18) Safety staff should be deployed at site from the commencement.
- 19) Proper welfare facilities e.g. rest area, toilet and drinking water should be provided.
- 20) Waste should be disposed frequently as per legal requirement.
- 21) All barricade, handrail and cover should be maintained continuously during execution of works.
- 22) Goods carrying vehicle should not be used for the transportation of employee.
- 23) Following document must be submitted to the Engineer;
 - Project Organization Chart including Safety-in-Charges and First Aider
 - Staff 's personal data (for ID issuance)
 - Worker's personal data (for ID issuance)
 - Permanent-use Passenger Car data (for Vehicle Pass issuance)

HEALTH AND HYGIENE

- Always practice good housekeeping at workplace, office and welfare.
- Welfare should be maintained to avoid the pollution.
- All construction and other wastes should be disposed as per legal requirement.
- Proper and independent dust bins should be provided as per the type of waste.

FIRE PREVENTION

- All equipment for hot work should be in serviceable condition.
- Proper and independent storage area should be provided for all flammable material.
- Proper trolley should be used to carry gas cylinder.
- Cylinder valve cap should be provided with gas cylinder.
- Flash back arrestor should be fixed with gas cylinder and cutting torch.
- Spark should be caught by fire blanket as near as possible to source of hot work.
- Additional PPE (Apron, Face shield & mask etc.) should be provided for hot work.
- Fire protection work permit & related process confirmation should be maintained.



STORAGE AND HANDLING OF MATERIALS

- All materials should be stored as per its physical, chemical nature & instruction of Material
- Safety Data Sheet (MSDS).
- Precaution against toppling, sliding and flying due to heavy wind should be taken.
- Flammable material should be stored away from source of heat.
- Warning signage “Flammable material”, No smoking should be displayed.
- Proper ventilation and safe light for illumination should be provided.

PPE (Personal Protective Equipment)

- PPE should be standard and fit for use and PPE should not be harmful for the user.
- Helmet, Safety Shoe and High Visibility vest shall be mandatory PPE for site.
- Other job-related PPE should also be provided for effected employees/people.
- The Contractor shall provide safety vests with ID card holder to all workers and company logo printed on backside of the vest. The ID cards will be issued by Engineer’s Safety staffs after reviewing the category of the workers.

The contractor shall be responsible and ensure to repair any damage/seepage issues caused during construction period to the neighbours unless notification/objection(judicial) being raised by the neighbours to the Engineer in charge.

SECTION 6: CONDITIONS OF CONTRACT AND CONTRACT FORMS

6.1 General Conditions of Contract for Civil Works

1. Definitions
2. Singular and Plural
3. Headings or Notes
4. Legal Relationships
5. General Duties/Powers of Engineer
6. Contractor's General Obligations/Responsibilities
7. Assignment and Subcontracting
8. Drawings
9. Work Book
10. Performance Security
11. Inspection of Site
12. Sufficiency of Tender
13. Programme of Work to be Furnished
14. Weekly Site Meeting
15. Change Orders
16. Contractor's Superintendence
17. Contractor's Employees
18. Setting-Out
19. Watching and Lighting
20. Care of Works
21. Insurance of Works, Etc.
22. Damage to Persons and Property
23. Liability Insurance
24. Accident or Injury to Workmen
25. Remedy on Contractor's Failure to Insure
26. Compliance with Statutes, Regulations, Etc.
27. Fossils, Etc.



28. Copyright, Patents and Other Proprietary Rights, and Royalties
29. Interference With Traffic and Adjoining Properties
30. Extraordinary Traffic and Special Loads
31. Opportunities for Other Contractors
32. Contractor to Keep Site Clean
33. Clearance of Site on Substantial Completion
34. Labour
35. Returns of Labour, Plant, Etc.
36. Materials, Workmanship and Testing
37. Access to Site
38. Examination of Work Before Covering Up
39. Removal of Improper Work and Materials
40. Suspension of Work
41. Possession of Site
42. Time for Completion
43. Extension of Time for Completion
44. Rate of Progress
45. Liquidated Damages for Delay
46. Certificate of Substantial Completion
47. Defects Liability
48. Alterations, Additions and Omissions
49. Plant, Temporary Works and Materials
50. Approval of Materials, Etc., Not Implied
51. Measurement of Works
52. Liability of the Parties
53. Authorities
54. Urgent Repairs
55. Increase and Decrease of Costs
56. Taxation
57. Blasting
58. Machinery
59. Temporary Works and Reinstatement
60. Photographs and Advertising
61. Prevention of Corruption
62. Date Falling on Holiday
63. Notices
64. Language, Weights and Measures
65. Records, Accounts, Information and Audit
66. Force Majeure
67. Suspension by the VIMUKTI
68. Termination by the VIMUKTI
69. Termination by the Contractor
70. Rights and Remedies of the VIMUKTI
71. Settlement of Disputes
72. Privileges and Immunities
73. Security
74. Audit and Investigations
75. Anti-Terrorism

1. DEFINITIONS

For the purpose of the Contract Documents the words and expressions below shall have the following meanings:

- a) "Employer" means VIMUKTI.



- b) "Contractor" means the person whose tender has been accepted and with whom the Contract has been entered into.
- c) "Engineer" means the person whose services have been engaged by VIMUKTI to administer the Contract as provided therein, as will be notified in writing to the Contractor.
- d) "Contract" means the written agreement between the Employer and the Contractor, to which these General Conditions are annexed.
- e) "The Works" means the works to be executed and completed under the Contract.
- f) "Temporary Works" shall include items to be constructed which are not intended to be permanent and form part of the Works.
- g) "Drawings" and "Specifications" mean the Drawings and Specifications referred to in the Contract and any modification thereof or addition thereto furnished by the Engineer or submitted by the Contractor and approved in writing by the Engineer in accordance with the Contract.
- h) "Bill of Quantities" is the document in which the Contractor indicates the cost of the Works, on the basis of the foreseen quantities of items of work and the fixed unit prices applicable to them.
- i) "Contract Price" means the sum agreed in the Contract as payable to the Contractor for the execution and completion of the Works and for remedying of any defects therein in accordance with the Contract.
- j) "Site" means the land and other places on, under, in or through which the Works or Temporary Works are to be constructed.

2. SINGULAR AND PLURAL

Words importing persons or parties shall include firms or companies and words importing the singular only shall also include the plural and vice versa where the context requires.

3. HEADINGS OR NOTES

The headings or notes in the Contract Documents shall not be deemed to be part thereof or be taken into consideration in their interpretation.

4. LEGAL RELATIONSHIPS

The Contractor and the sub-contractor(s), if any, shall have the status of an independent contractor vis-à-vis the Employer. The Contract Documents shall not be construed to create any contractual relationship of any kind between the Engineer and the Contractor, but the Engineer shall, in the exercise of his duties and powers under the Contract, be entitled to performance by the Contractor of its obligations, and to enforcement thereof. Nothing contained in the Contract Documents shall create any contractual relationship between the Employer or the Engineer and any subcontractor(s) of the Contractor.

5. GENERAL DUTIES/POWERS OF ENGINEER

- a) The Engineer shall provide administration of Contract as provided in the Contract Documents. In particular, he shall perform the functions hereinafter described.
- b) The Engineer shall be the Employer's representative vis-à-vis the Contractor during construction and until final payment is due. The Engineer shall advise and consult with the Employer. The Employer's instructions to the Contractor shall be forwarded through the Engineer. The Engineer shall have authority to act on behalf of the



Employer only to the extent provided in the Contract Documents as they may be amended in writing in accordance with the Contract. The duties, responsibilities and limitations of authority of the Engineer as the Employer's representative during construction as set forth in the Contract shall not be modified or extended without the written consent of the Employer, the Contractor and the Engineer.

- c) The Engineer shall visit the Site at intervals appropriate to the stage of construction to familiarize himself generally with the progress and quality of the Works and to determine in general if the Works are proceeding in accordance with the Contract Documents. On the basis of his on-site observations as an Engineer, he shall keep the Employer informed of the progress of the Works.
- d) The Engineer shall not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Works or the Temporary Works. The Engineer shall not be responsible for or have control or charge over the acts or omissions of the Contractor (including the Contractor's failure to carry out the Works in accordance with the Contract) and of Sub-contractors or any of their agents or employees, or any other persons performing services for the Works, except if such acts or omissions are caused by the Engineer's failure to perform his functions in accordance with the contract between the Employer and the Engineer.
- e) The Engineer shall at all times have access to the Works wherever and whether in preparation or progress. The Contractor shall provide facilities for such access so that the Engineer may perform his functions under the Contract.
- f) Based on the Engineer's observations and an evaluation of the documentation submitted by the Contractor together with the invoices, the Engineer shall determine the amounts owed to the Contractor and shall issue Certificates for Payment as appropriate.
- g) The Engineer shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformity with the design concept of the Works and with the provisions of the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- h) The Engineer shall interpret the requirements of the Contract Documents and judge the performance thereunder by the Contractor. All interpretations and orders of the Engineer shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. Either party may make a written request to the Engineer for such interpretation. The Engineer shall render the interpretation necessary for the proper execution of the Works with reasonable promptness and in accordance with any time limit agreed upon. Any claim or dispute arising from the interpretation of the Contract Documents by the Engineer or relating to the execution or progress of the Works shall be settled as provided in Clause 71 of these General Conditions.
- i) Except as otherwise provided in the Contract, the Engineer shall have no authority to relieve the Contractor of any of his obligations under the Contract nor to order any work involving delay in completion of the Works or any extra payment to the Contractor by the Employer, or to make any variations to the Works.
- j) In the event of termination of the employment of the Engineer, the Employer shall appoint another suitable professional to perform the Engineer's duties.
- k) The Engineer shall have authority to reject work which does not conform to the Contract Documents. Whenever, in his opinion, he considers it necessary or advisable for the implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of the work whether or not such work be then fabricated, installed or completed. However, neither the Engineer's authority to act nor any reasonable decision made by him in good faith either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any subcontractor, any of their agents or employees, or any other person performing services for the Works.



- l) The Engineer shall conduct inspections to determine the dates of Substantial Completion and Final Completion, shall receive and forward to the Employer for the Employer's review written warranties and related documents required by the Contract and assembled by the Contractor, and shall issue a final Certificate for Payment upon compliance with the requirements of Clause 47 hereof and in accordance with the Contract.
- m) If the Employer and Engineer so agree, the Engineer shall provide one or more Engineer's Representative(s) to assist the Engineer in carrying out his responsibilities at the site. The Engineer shall notify in writing to the Contractor and the Employer the duties, responsibilities and limitations of authority of any such Engineer's Representative(s).

6. CONTRACTOR'S GENERAL OBLIGATIONS/RESPONSIBILITIES

6.1. Obligation to Perform in Accordance with Contract

The Contractor shall execute and complete the Works and remedy any defects therein in strict accordance with the Contract, with due care and diligence and to the satisfaction of the Engineer, and shall provide all labor, including the supervision thereof, materials, Constructional Plant and all other things, whether of a temporary or permanent nature, required in and for such execution, completion and remedying of defects, as far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract. The Contractor shall comply with and adhere strictly to the Engineer's instructions and directions on any matter, touching or concerning the Works.

6.2 Responsibility for Site Operations

The Contractor shall take full responsibility for the adequacy, stability and safety of all site operations and methods of construction, provided that the Contractor shall not be responsible, except as may be expressly provided in the Contract, for the design or specification of the Permanent Works or of any Temporary Works prepared by the Engineer.

6.3. Responsibility for Employees

The Contractor shall be responsible for the professional and technical competence of his employees and will select for work under this Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect local customs and conform to a high standard of moral and ethical conduct.

6.4. Source of Instructions

The Contractor shall neither seek nor accept instructions from any authority external to the Employer, the Engineer or their authorized representatives in connection with the performance of his services under this Contract. The Contractor shall refrain from any action which may adversely affect the Employer and shall fulfill his commitments with fullest regard for the interest of the Employer.

6.5. Officials Not to Benefit

The Contractor warrants that no official of the Employer has been or shall be admitted by the Contractor to any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of the Contract.

6.6. Use of Name or Official Seal of VIMUKTI

The Contractor shall not advertise or otherwise make public the fact that he is performing or has performed services for the Employer or use the name or official seal of the Employer or any abbreviation of the name of the Employer for advertising purposes or any other purposes without a written approval from the Employer.

6.7. Confidential Nature of Documents



All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under the Contract shall be the property of the Employer, shall be treated as confidential and shall be delivered only to the duly authorized representative of the Employer on completion of the Works; their contents shall not be made known by the Contractor to any person other than the personnel of the Contractor performing services under this Contract without the prior written consent of the Employer.

7. ASSIGNMENT AND SUBCONTRACTING

7.1. Assignment of Contract

The Contractor shall not, except after obtaining the prior written approval of the Employer, assign, transfer, pledge or make other disposition of the Contract or any part thereof or of any of the Contractor's rights, claims or obligations under the Contract.

7.2. Subcontracting

In the event the Contractor requires the services of subcontractors, the Contractor shall obtain the prior written approval of the Employer for all such subcontractors. The approval of the Employer shall not relieve the Contractor of any of his obligations under the Contract, and the terms of any subcontract shall be subject to and be in conformity with the provisions of the Contract.

7.3. Assignment of Subcontractor's Obligations

In the event of a subcontractor having undertaken towards the Contractor in respect of the work executed or the goods, materials, Plant or services supplied by such subcontractor for the Works, any continuing obligation extending for a period exceeding that of the Defects Liability Period under the Contract, the Contractor shall at any time after the expiration of such Period, assign to the Employer, at the Employer's request and cost, the benefit of such obligation for the unexpired duration thereof.

8. DRAWINGS

8.1. Custody of drawings

The drawings shall remain in the sole custody of the Employer but two (2) copies thereof shall be furnished to the Contractor free of cost. The Contractor shall provide and make at his own expense any further copies required by him. At the completion of the Works, the Contractor shall return to the Employer all drawings provided under the Contract.

8.2. One copy of Drawings to be kept on Site

One copy of the Drawings furnished to the Contractor as aforesaid shall be kept by the Contractor on the Site and the same shall at all reasonable times be available for inspection and use by the Engineer and by any other person authorized in writing by the Engineer.

8.3. Disruption of Progress

The Contractor shall give written notice to the Engineer whenever planning or progress of the Works is likely to be delayed or disrupted unless any further drawing or order, including a direction, instruction or approval, is issued by the Engineer within a reasonable time. The notice shall include details of drawing or order required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.

9. WORK BOOK



The Contractor shall maintain a Work Book at the Site with numbered pages, in one original and two copies. The Engineer shall have full authority to issue new orders, drawings and instructions to the Contractor, from time to time and as required for the correct execution of the Works. The Contractor shall be bound to follow such orders, drawings and instructions.

Every order shall be dated and signed by the Engineer and the Contractor, in order to account for its receipt.

Should the Contractor want to refuse an order in the Work Book, he shall so inform the Employer, through the Engineer, by means of an annotation in the Work Book made within three (3) days from the date of the order that the Contractor intends to refuse. Failure by the Contractor to adhere to this procedure shall result in the order being deemed accepted with no further possibility of refusal.

The original of the Work Book shall be delivered to the Employer at the time of Final Acceptance of the Works. A copy shall be kept by the Engineer and another copy by the Contractor.

10. PERFORMANCE SECURITY

- a) As guarantee for his proper and efficient performance of the Contract, the Contractor shall on signature of the Contract furnish the Employer with a Performance Security issued for the benefit of the Employer. The amount and character of such security (bond or guarantee) shall be as indicated in the Contract.
- b) The Performance Bond or Bank Guarantee must be issued by an acceptable insurance company or accredited bank, in the format included in Appendix I to these General Conditions and must be valid up to twenty-eight days after issuance by the Engineer of the Certificate of Final Completion. The Performance Bond or Bank Guarantee shall be returned to the Contractor within twenty-eight days after the issuance by the Engineer of the Certificate of Final Completion, provided that the Contractor shall have paid all money owed to the Employer under the Contract.
- c) If the surety of the Performance Bond or Bank Guarantee is declared bankrupt or becomes insolvent or its right to do business in the country of execution of the Works is terminated, the Contractor shall within five (5) days thereafter substitute another bond or guarantee and surety, both of which must be acceptable to the Employer.

11. INSPECTION OF SITE

The Contractor shall be deemed to have inspected and examined the site and its surroundings and to have satisfied himself before submitting his Tender and signing the Contract as to all matters relative to the nature of the land and subsoil, the form and nature of the Site, details and levels of existing pipe lines, conduits, sewers, drains, cables or other existing services, the quantities and nature of the work and materials necessary for the completion of the Works, the means of access to the Site, and the accommodation he may require, and in general to have himself obtained all necessary information as to risk contingencies, climatic, hydrological and natural conditions and other circumstances which may influence or affect his Tender, and no claims will be entertained in this connection against the Employer.

12. SUFFICIENCY OF TENDER

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his Tender for the construction of the Works and of the rates and prices, which rates and prices shall, except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution and completion of the Works.

13. PROGRAMME OF WORK TO BE FURNISHED



Within the time limit specified in the Contract, the Contractor shall submit to the Engineer for his consent a detailed Programme of Work showing the order of procedure and the method in which he proposes to carry out the Works. In preparing his Programme of Work the Contractor shall pay due regard to the priority required by certain works. Should the Engineer, during the progress of work, require further modifications to the Programme of Work, the Contractor shall review the said program. The Contractor shall also whenever required by the Engineer submit particulars in writing of the Contractor's arrangements for carrying out the Works and of the Constructional Plant and Temporary Works which the Contractor intends to supply, use or construct as the case may be. The submission of such program, or any modifications thereto, or the particulars required by the Engineer, shall not relieve the Contractor of any of his duties or obligations under the Contract nor shall the incorporation of any modification to the Programme of Work either at the commencement of the contract or during its course entitle the Contractor to any additional payments in consequence thereof.

14. WEEKLY SITE MEETING

A weekly site meeting shall be held between the VIMUKTI Project Coordinator or engineer, if any, the representative of the Contractor and the Engineer or the Engineer's Representative, in order to verify that the Works are progressing normally and are executed in accordance with the Contract.

15. CHANGE ORDERS

- a) The Engineer may instruct the Contractor, with the approval of the Employer and by means of Change Orders, all variations in quantity or quality of the Works, in whole or in part, that are deemed necessary by the Engineer.
- b) Processing of change orders shall be governed by clause 48 of these General Conditions.

16. CONTRACTOR'S SUPERINTENDENCE

The Contractor shall provide all necessary superintendence during the execution of the Works and as long thereafter as the Engineer may consider necessary for the proper fulfillment of the Contractor's obligations under the Contract. The Contractor or a competent and authorized agent or representative of the Contractor approved in writing by the Engineer, which approval may at any time be withdrawn, shall be constantly on the site and shall devote his entire time to the superintendence of the Works. Such authorized agent or representative shall receive on behalf of the Contractor directions and instructions from the Engineer. If the approval of such agent or representative shall be withdrawn by the Engineer, as provided in Clause 17(2) hereinafter, or if the removal of such agent or representative shall be requested by the Employer under Clause 17(3) hereinafter, the Contractor shall as soon as it is practicable after receiving notice of such withdrawal remove the agent or representative from the Site, and replace him by another agent or representative approved by the Engineer. Notwithstanding the provision of Clause 17(2) hereinafter, the Contractor shall not thereafter employ, in any capacity whatsoever, a removed agent or representative again on the Site.

17. CONTRACTOR'S EMPLOYEES

- a) The Contractor shall provide and employ on the Site in connection with the execution and completion of the Works and the remedying of any defects therein:
 - i. Only such technical assistants as are skilled and experienced in their respective callings and such sub-agent foremen and leading hands as are competent to give proper supervision to the work they are required to supervise, and
 - ii. Such skilled, semi-skilled, and unskilled labour as is necessary for the proper and timely execution and completion of the Works.
- b) The Engineer shall be at liberty to object to and require the Contractor to remove forthwith from the Works any person employed by the Contractor in or about the execution or completion of the Works, who in the opinion of the Engineer is misconducting himself, or is incompetent or negligent in the proper performance of



his duties, or whose employment is otherwise considered reasonably by the Engineer to be undesirable, and such person shall not be again employed on the Site without the written permission of the Engineer. Any person so removed from the Works shall be replaced as soon as reasonably possible by a competent substitute approved by the Engineer.

- c) Upon written request by the Employer, the Contractor shall withdraw or replace from the Site any agent, representative or other personnel who does not conform to the standards set forth in paragraph (1) of this Clause. Such request for withdrawal or replacement shall not be considered as termination in part or in whole of this Contract. All costs and additional expenses resulting from any withdrawal or replacement for whatever reason of any of the Contractor's personnel shall be at the Contractor's expense.

18. SETTING-OUT

The Contractor shall be responsible for the true and proper setting out of the Works in relation to original points, lines and levels of reference given by the Engineer in writing and for the correctness of the position, levels, dimensions and alignment of all parts of the Works and for the provision of all necessary instruments, appliances and labor in connection therewith. If, at any time during the progress of the Works, any error shall appear or arise in the position, levels, dimensions or alignment of any part of the Works, the Contractor, on being required so to do by the Engineer, shall, at his own cost, rectify such error to the satisfaction of the Engineer.

19. WATCHING AND LIGHTING

The Contractor shall in connection with the Works provide and maintain at his own cost all lights, guards, fencing and watching when and where necessary or required by the Engineer or by any duly constituted authority for the protection of the Works and the materials and equipment utilized therefor or for the safety and convenience of the public or others.

20. CARE OF WORKS

- a) From the commencement date of the Works to the date of substantial completion as stated in the Certificate of Substantial Completion, the Contractor shall take full responsibility for the care thereof and of all Temporary Works. In the event that any damage or loss should happen to the Works or to any part thereof or to any Temporary Works from any cause whatsoever (save and except as shall be due to Force Majeure as defined in Clause 66 of these General Conditions), the Contractor shall at his own cost repair and make good the same so that, at completion, the Works shall be in good order and condition and in conformity in every respect with the requirements of the Contract and the Engineer's instructions. The Contractor shall also be liable for any damage to the Works occasioned by him in the course of any operations carried out by him for the purpose of complying with his obligations Clause 47 hereof.
- b) The Contractor shall be fully responsible for the review of the Engineering design and details of the Works and shall inform the Employer of any mistakes or incorrectness in such design and details which would affect the Works.

21. INSURANCE OF WORKS, ETC.

Without limiting his obligations and responsibilities under Clause 20 hereof, the Contractor shall insure immediately following signature of this Contract, in the joint names of the Employer and the Contractor (a) for the period stipulated in Clause 20(1) hereof, against all loss or damage from whatever cause arising, other than cause of Force majeure as defined in clause 66 of these General Conditions, and (b) against loss or damage for which the Contractor is responsible, in such manner that the Employer and the Contractor are covered for the period stipulated in Clause 20 (1) hereof and are also covered during the Defects Liability Period for loss or damage arising from a cause occurring prior to the commencement of the Defects Liability Period and for any loss or damage occasioned by the Contractor in the course of any operations carried out by him for the purpose of complying with his obligations under Clause 47 hereof:



- a) The Works, together with the materials and Plant for incorporation therein, to their full replacement cost, plus an additional sum of ten (10) per cent of such replacement cost, to cover any additional costs of and incidental to the rectification of loss or damage including professional fees and the cost of demolishing and removing any part of the Works and of removing debris of whatsoever nature;
- b) The Contractor's equipment and other things brought on to the Site by the Contractor to the replacement value of such equipment and other things;
- c) An insurance to cover the liabilities and warranties of Section 52(4);

Such insurance shall be effected with an insurer and in terms approved by the Employer, which approval shall not be unreasonably withheld, and the Contractor shall, whenever required, produce to the Engineer the policy or policies of insurance and the receipts for payment of the current premiums.

22. DAMAGE TO PERSONS AND PROPERTY

The Contractor shall (except if and so far as the Contract provides otherwise) indemnify, hold and save harmless and defend at his own expense the Employer, its officers, agents, employees and servants from and against all suits, claims, demands, proceedings, and liability of any nature or kind, including costs and expenses, for injuries or damages to any person or any property whatsoever which may arise out of or in consequence of acts or omissions of the Contractor or its agents, employees, servants or subcontractors in the execution of the Contract. The provision of this Clause shall extend to suits, claims, demands, proceedings and liability in the nature of workmen's compensation claims and arising out of the use of patented inventions and devices. Provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or with respect to:

- a) The permanent use or occupation of land by the Works or any part thereof;
- b) The right of the Employer to construct the Works or any part thereof on, over, under, or through any land.
- c) Interference whether temporary or permanent with any right of light, airway or water or other easement or quasi-easement which is the unavoidable result of the construction of the Works in accordance with the Contract.
- d) Death, injuries or damage to persons or property resulting from any act or neglect of the Employer, his agents, servants or other contractors, done or committed during the validity of the Contract.

23. LIABILITY INSURANCE

23.1. Obligation to take out Liability Insurance

Before commencing the execution of the Works, but without limiting his obligations and responsibility under Clause 20 hereof, the Contractor shall insure against his liability for any death, material or physical damage, loss or injury which may occur to any property, including that of the Employer or to any person, including any employee of the Employer by or arising out of the execution of the Works or in the carrying out of the Contract, other than due to the matters referred to in the proviso to Clause 22 hereof.

23.2. Minimum Amount of Liability Insurance

Such insurance shall be effected with an insurer and in terms approved by the Employer, which approval shall not be unreasonably withheld, and for at least the amount specified in the contract. The Contractor shall, whenever required by the Employer or the Engineer, produce to the Engineer the policy or policies of insurance and the receipts for payment of the current premiums.

23.3. Provision to Indemnify Employer



The insurance policy shall include a provision whereby, in the event of any claim in respect of which the Contractor would be entitled to receive indemnity under the policy, being brought or made against the Employer, the insurer shall indemnify the Employer against such claims and any costs, charges and expenses in respect thereof.

24. ACCIDENT OR INJURY TO WORKMEN

- a) The Employer shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or any sub-Contractor, save and except an accident or injury resulting from any act or default of the Employer, his agents or servants. The Contractor shall indemnify, hold and save harmless the Employer against all such damages and compensation, save and except as aforesaid, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

b) Insurance Against Accident, etc., to Workmen

The Contractor shall insure against such liability with an insurer approved by the Employer, which approval shall not be unreasonably withheld, and shall continue such insurance during the whole of the time that any persons are employed by him for the Works and shall, when required, produce to the Engineer such policy of insurance and the receipt for payment of the current premium. Provided always that, in respect of any persons employed by any subcontractor, the Contractor's obligation to insure as aforesaid under this sub-clause shall be satisfied if the subcontractor shall have insured against the liability in respect of such persons in such manner that the Employer is indemnified under the policy but the Contractor shall require such subcontractor to produce to the Engineer when required such policy of insurance and the receipt for the current premium, and obtain the insertion of a provision to that effect in its contract with the subcontractor.

25. REMEDY ON CONTRACTOR'S FAILURE TO INSURE

If the Contractor shall fail to effect and keep in force any of the insurances referred to in Clauses 21, 23 and 24 hereof, or any other insurance which he may be required to effect under the terms of the Contract, the Employer may in any such case effect and keep in force any such insurance and pay such premium as may be necessary for that purpose and from time to time deduct the amount so paid by the Employer as aforesaid from any monies due or which may become due to the Contractor, or recover the same as a debt due from the Contractor.

26. COMPLIANCE WITH STATUTES, REGULATIONS, ETC.

- a) The Contractor shall give all notices and pay all fees and charges required to be given or paid by any national or State Statutes, Ordinances, Laws, Regulations or By-laws, or any local or other duly constituted authority in relation to the execution of the Works or of any Temporary Works and by the Rules and Regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works or any Temporary Works.
- b) The Contractor shall conform in all respects with any such Statutes, Ordinances, Laws, Regulations, By-laws or requirements of any such local or other authority which may be applicable to the Works and shall keep the Employer indemnified against all penalties and liabilities of every kind for breach of any such Statutes, Ordinances, Laws, Regulations, By-laws or requirements.

27. FOSSILS, ETC.

All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the Site of the Works shall as between the Employer and the Contractor be deemed to be the absolute property of the Employer and the Contractor shall take reasonable precautions to



prevent his workmen or any other persons from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal acquaint the Employer of such discovery and carry out at the expense of the Employer the Engineer's orders as to the disposal of the same.

28. COPYRIGHT, PATENT AND OTHER PROPRIETARY RIGHTS, AND ROYALTIES

- a) The Contractor shall hold harmless and fully indemnify the Employer from and against all claims and proceedings for or on account of infringement of any patent rights, design trademark or name or other protected rights in respect of any Plant, equipment, machine, work or material used for or in connection with the Works or Temporary Works and from and against all claims, demands proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto, except where such infringement results from compliance with the design or Specification provided by the Engineer.
- b) Except where otherwise specified, the Contractor shall pay all tonnage and other royalties, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials required for the Works or Temporary Works.

29. INTERFERENCE WITH TRAFFIC AND ADJOINING PROPERTIES

All operations necessary for the execution of the Works and for the Construction of any Temporary Works shall, so far as compliance with the requirements of the Contract permits, be carried on so as not to interfere unnecessarily or improperly with the public convenience, or the access to, use and occupation of, public or private roads and footpaths to or of properties whether in the possession of the Employer or of any other person. The Contractor shall hold harmless and indemnify the Employer in respect of all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any such matters in so far as the Contractor is responsible therefor.

30. EXTRAORDINARY TRAFFIC AND SPECIAL LOADS

- a) The Contractor shall use every reasonable means to prevent any of the roads or bridges communicating with or on the routes to the Site from being damaged by any traffic of the Contractor or any of his sub-contractors and, in particular, shall select routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise from the moving of plant and material from and to the Site shall be limited as far as reasonably possible and so that no unnecessary damage may be occasioned to such roads and bridges.
- b) Should it be found necessary for the Contractor to move any load of Constructional Plant, machinery, preconstructed units or parts of units of work, or other thing, over part of a road or bridge, the moving whereof is likely to damage any such road or bridge unless special protection or strengthening is carried out, then the Contractor shall before moving the load on to such road or bridge, save insofar as the Contract otherwise provide, be responsible for and shall pay for the cost of strengthening any such bridge or altering or improving any such road to avoid such damage, and the Contractor shall indemnify and keep the Employer indemnified against all claims for damage to any such road or bridge caused by such movement, including such claim as may be made directly against the Employer, and shall negotiate and pay all claims arising solely out of such damage.

31. OPPORTUNITIES FOR OTHER CONTRACTORS

The Contractor shall in accordance with the requirements of the Engineer afford all reasonable opportunities for carrying out their work to any other contractors employed by the Employer and their workmen and to the workmen of the Employer and of any other duly constituted authorities who may be employed in the execution on or near the Site of any work not included in the Contract or of any contract which the Employer may enter into in connection with or ancillary to the Works. If work by other contractors of the Employer as above-mentioned involves the Contractor in any direct expenses as a result of using his Site facilities, the Employer shall consider payment to the Contractor of such sum or sums as may be recommended by the Engineer.



32. CONTRACTOR TO KEEP SITE CLEAN

During the progress of the Works, the Contractor shall keep the Site reasonably free from all unnecessary obstruction and shall store or dispose of any Constructional Plant and surplus materials and clear away and remove from the Site any wreckage, rubbish or Temporary Works no longer required.

33. CLEARANCE OF SITE ON SUBSTANTIAL COMPLETION

On the substantial completion of the Works, the Contractor shall clear away and remove from the Site all Constructional Plant surplus materials, rubbish and Temporary Works of every kind and leave the whole of the Site and Works clean and in a workmanlike condition to the satisfaction of the Engineer.

34. LABOUR

34.1 Engagement of Labour

The Contractor shall make his own arrangements for the engagement of all labour local or otherwise.

34.2 Supply of Water

The Contractor shall provide on the Site to the satisfaction of the Engineer an adequate supply of drinking and other water for the use of the Contractor's staff and work people.

34.3 Alcoholic Drinks or Drugs

The Contractor shall comply with Government laws and regulations and orders in force as regards the import, sale, barter or disposal of alcoholic drinks or narcotics and he shall not allow or facilitate such importation, sale, gift, barter or disposal by his sub-contractors, agents or employees.

34.4 Arms and Ammunition

The restrictions specified in clause 34.3 above shall include all kinds of arms and ammunition.

34.5 Holiday and Religious Customs

The Contractor shall in all dealings with labour in his employ have due regard to all holiday, recognized festivals and religious or other customs.

34.6 Epidemics

In the event of any outbreak of illness of an epidemic nature the Contractor shall comply with and carry out such regulations, orders, and requirements as may be made by the Government or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.

34.7 Disorderly Conduct, etc.

The Contractor shall at all times take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or amongst his employees and for the preservation of peace and the protection of persons and property in the neighborhood of the Works against the same.

34.8 Observance by Sub-Contractors

The Contractor shall be considered responsible for the observance of the above provisions by his Sub-Contractors.



34.9 Legislation applicable to Labour

The Contractor shall abide by all applicable legislation and regulation with regard to labour.

35 RETURNS OF LABOUR, PLANT, ETC.

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

36 MATERIALS, WORKMANSHIP AND TESTING

36.1 Materials and Workmanship

- a) All materials and workmanship shall be of the respective kinds described in the Contract and in accordance with the Engineer's instructions and shall be subjected from time to time to such tests as the Engineer may direct at the place of manufacture or fabrication, or on the Site or at all or any of such places. The Contractor shall provide such assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any materials used and shall supply samples of materials before incorporation in the Works for testing as may be selected and required by the Engineer. All testing equipment and instruments provided by the Contractor shall be used only by the Engineer or by the Contractor in accordance with the instructions of the Engineer.
- b) No material not conforming with the Specifications in the Contract may be used for the Works without prior written approval of the Employer and instruction of the Engineer, provided always that if the use of such material results or may result in increasing the Contract Price, the procedure in Clause 48 shall apply.

36.2 Cost of Samples

All samples shall be supplied by the Contractor at his own cost unless the supply thereof is clearly intended in the Specifications or Bill of Quantities to be at the cost of the Employer. Payment will not be made for samples which do not comply with the Specifications.

36.3 Cost of Tests

The Contractor shall bear the costs of any of the following tests:

- a) Those clearly intended by or provided for in the Contract Documents.
- b) Those involving load testing or tests to ensure that the design of the whole of the Works or any part of the Works is appropriate for the purpose which it was intended to fulfill.

37 ACCESS TO SITE

The Employer and the Engineer and any persons authorized by either of them shall, at all times, have access to the Works and to the Site and to all workshops and places where work is being prepared or whence materials, manufactured articles or machinery are being obtained for the Works and the Contractor shall afford every facility for and every assistance in or in obtaining the right to such access.

38 EXAMINATION OF WORK BEFORE COVERING UP

No work shall be covered up or put out of view without the approval of the Engineer and the Contractor shall afford full opportunity for the Engineer to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The Contractor shall give due notice to the Engineer whenever any such work or foundations is or are ready or about to be ready for



examination and the Engineer shall without unreasonable delay unless he considers it unnecessary and advises the Contractor accordingly attend for the purpose of examining and measuring such work or of examining such foundations.

39 REMOVAL OF IMPROPER WORK AND MATERIALS

39.1 Engineer's power to order removal

The Engineer shall during the progress of the Works have power to order in writing from time to time, and the Contractor shall execute at his cost and expense, the following operations:

- a) The removal from the Site within such time or times as may be specified in the order of any materials which in the opinion of the Engineer are not in accordance with the Contract;
- b) The substitution of proper and suitable materials; and
- c) The removal and proper re-execution (notwithstanding any previous test thereof or interim payment therefore) of any work which in respect of materials or workmanship is not in the opinion of the Engineer in accordance with the Contract.

39.2 Default of Contractor in carrying out Engineer's Instructions

In case of default on the part of the Contractor in carrying out an instruction of the Engineer, the Employer shall be entitled to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be borne by the Contractor and shall be recoverable from him by the Employer and may be deducted by the Employer from any monies due or which may become due to the Contractor.

40 SUSPENSION OF WORK

The Contractor shall on the written order of the Engineer suspend the progress of the Works or any part thereof for such time or times and in such manner as the Engineer may consider necessary and shall, during such suspension, properly protect and secure the Works so far as it is necessary in the opinion of the Engineer. The Employer should be notified, and his written approval should be sought for any suspension of work in excess of three (3) days.

41 POSSESSION OF SITE

41.1 Access to Site

The Employer shall with the Engineer's written order to commence the Works, give to the Contractor possession of so much of the Site as may be required to enable the Contractor to commence and proceed with the construction of the Works in accordance with the Programme referred to in Clause 13 hereof and otherwise in accordance with such reasonable proposals of the Contractor as he shall make to the Engineer by notice in writing, and shall from time to time as the Works proceed give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with the construction of the Works with due dispatch in accordance with the said Programme or proposals, as the case may be.

41.2 Wayleaves, etc.

The Contractor shall bear all expenses and charges for special temporary wayleaves required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional accommodation outside the Site required by him for the purpose of the Works.

41.3 Limits of the Site



Except as defined below, the limits of the Site shall be as defined in the Contract. Should the Contractor require land beyond the Site, he shall provide it entirely at his own expense and before taking possession shall supply the Engineer with a copy of the necessary permits. Access to the Site is available where the Site adjoins a public road but it is not provided unless shown on the Drawings. When necessary for the safety and convenience of workmen, public or livestock or for the protection of the Works, the Contractor shall, at his own expense, provide adequate temporary fencing to the whole or part of the Site. The Contractor shall not disturb, damage or pull down any hedge, tree or building within the Site without the written consent of the Engineer.

42 TIME FOR COMPLETION

- a) Subject to any requirement in the Contract as to completion of any section of the Works before completion of the whole, the whole of the Works shall be completed, in accordance with the provisions of Clause 46 and 47 hereof, within the time stated in the Contract.
- b) The completion time includes weekly rest days, official holidays, and days of inclement weather.

43 EXTENSION OF TIME FOR COMPLETION

If, subject to the provisions of the Contract, the Engineer orders alterations or additions in the Works in accordance with Clause 48 hereof, or if circumstances constituting force majeure as defined in the Contract have occurred, the Contractor shall be entitled to apply for an extension of the time for completion of the Works specified in the Contract. The Employer shall, upon such application, determine the period of any such extension of time; provided that in the case of alterations or additions in the Works, the application for such an extension must be made before the alterations or additions in the Works are undertaken by the Contractor.

44 RATE OF PROGRESS

The whole of the materials, plant and labour to be provided by the Contractor and the mode, manner and speed of execution and completion of the Works are to be of a kind and conducted in a manner to the satisfaction of the Engineer. Should the rate of progress of the Works or any part thereof be at any time in the opinion of the Engineer too slow to ensure the completion of the Works by the prescribed time or extended time for completion, the Engineer shall so notify the Contractor in writing and the Contractor shall thereupon take such steps as the Contractor may think necessary and the Engineer may approve to expedite progress so as to complete the Works by the prescribed time or extended time for completion. If the work is not being carried on by day and by night and the Contractor shall request permission to work by night as well as by day, then, if the Engineer shall grant such permission, the Contractor shall not be entitled to any additional payment. All work at night shall be carried out without unreasonable noise and disturbance. The contractor shall indemnify the Employer from and against any claims or liability for damages on account of noise or other disturbance created while or in carrying out the work and from and against all claims, demands, proceedings, costs and expenses whatsoever in regard or in relation to such noise or other disturbance. The Contractor shall submit in triplicate to the Engineer at the end of each month signed copies of explanatory Drawings or any other material showing the progress of the Works.

45 LIQUIDATED DAMAGES FOR DELAY

- a) If the Contractor shall fail to complete the Works within the time for completion prescribed in the Contract, or any extended time for completion in accordance with the Contract, then the Contractor shall pay to the Employer the sum specified in the Contract as liquidated damages, for the delay between the time prescribed in the Contract or the extended time for completion, as the case may be, and the date of substantial completion of the Works as stated in the Certificate of Substantial Completion, subject to the applicable limit stated in the Contract. The said sum shall be payable by the sole fact of the delay without the need for any previous notice or any legal proceedings, or proof of damage, which shall in all cases be considered as ascertained. The Employer may, without prejudice to any other method of recovery, deduct the amount of such liquidated damages from any monies in its hands due or which may become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works or from any other of his obligations and liabilities under the Contract.



- b) If, before the time for completion of the whole of the Works or of a Section of the Works, a Certificate of Substantial Completion has been issued for any part or Section of the Works, the liquidated damages for delay in completion of the remainder of the Works or of that Section may, for any period of delay after the date stated in such Certificate of Substantial Completion, and in the absence of alternative provisions in the Contract, be reduced in the proportion which the value of the part or Section so certified bears to the total value of the whole of the Works or Section, as applicable. The provisions of this Sub-Clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.

46 CERTIFICATE OF SUBSTANTIAL COMPLETION

46.1 Substantial Completion of the Works

When the whole of the Works have been substantially completed and have satisfactorily passed any test on completion prescribed by the Contract, the Contractor may give a notice to that effect to the Engineer accompanied by an undertaking to finish any outstanding work during the Defects Liability Period. Such notice and undertaking shall be in writing and shall be deemed to be a request by the Contractor, for the Engineer to issue a Certificate of Substantial Completion in respect of the Works. The Engineer shall, within twenty-one (21) days of the date of delivery of such notice either issue to the Contractor, with a copy to the Employer, a Certificate of Substantial Completion stating the date on which, in his opinion, the Works were substantially completed in accordance with the Contract or give instructions in writing to the Contractor specifying all the work which, in the Engineer's opinion, requires to be done by the Contractor before the issuance of such Certificate. The Engineer shall also notify the Contractor of any defects in the Works affecting substantial completion that may appear after such instructions and before completion of the work specified therein. The Contractor shall be entitled to receive such Certificate of Substantial Completion within twenty-one (21) days of completion, to the satisfaction of the Engineer, of the work so specified and making good any defect so notified. Upon issuance of the Certificate of Substantial Completion of the Works, the Contractor shall be deemed to have undertaken to complete with due expedition any outstanding work during the Defects Liability Period.

46.2 Substantial Completion of Sections or Parts of the Works

In accordance with the procedure in Sub-Clause (1) of this Clause and on the same conditions as provided therein, the Contractor may request the Engineer to issue, and the Engineer may issue, a Certificate of Substantial Completion in respect of any Section or part of the Works which has been substantially completed and has satisfactorily passed any tests on completion prescribed by the Contract, if:

- a) a separate time for completion is provided in the Contract in respect of such Section or part of the Works;
- b) such Section or part of the Works has been completed to the satisfaction of the Engineer and is required by the Employer for his occupation or use.

Upon the issuance of such Certificate, the Contractor shall be deemed to have undertaken to complete any outstanding work during the Defects Liability Period.

47 DEFECTS LIABILITY

47.1 Defects Liability Period

The expression "Defects Liability Period" shall mean the period of twelve (12) months, calculated from the date of completion of the Works stated in the Certificate of Substantial Completion issued by the Engineer or, in respect of any Section or part of the Works for which a separate Certificate of Substantial Completion has been issued, from the date of completion of that Section or part as stated in the relevant Certificate. The expression "the Works" shall, in respect of the Defects Liability Period, be construed accordingly.

47.2 Completion of Outstanding Work and Remedying of Defects



During the Defects Liability Period, the Contractor shall finish the work, if any, outstanding at the date of the Certificate of Substantial Completion, and shall execute all such work of repair, amendment, reconstruction, rectification and making good defects, imperfections, shrinkages or other faults as may be required of the Contractor in writing by the Engineer during the Defects Liability Period and within fourteen (14) days after its expiration, as a result of an inspection made by or on behalf of the Engineer prior to expiration of the Defects Liability Period.

47.3 Cost of Execution of Work of Repair, etc.

All such outstanding work shall be carried out by the Contractor at his own expense if the necessity thereof shall, in the opinion of the Engineer, be due to the use of material or workmanship not in accordance with the Contract, or to neglect or failure on the part of the Contractor to comply with any obligation expressed or implied, on the Contractor's part under the Contract.

47.4 Remedy on Contractor's Failure to Carry Out Work Required

If the Contractor shall fail to do any such work outstanding on the Works, the Employer shall be entitled to employ and pay other persons to carry out the same, and all expenses consequent thereon or incidental thereto shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due or which may become due to the Contractor.

47.5 Certificate of Final Completion

Upon satisfactory completion of the work outstanding on the Works, the Engineer shall within twenty eight (28) days of the expiration of the Defects Liability period issue a Certificate of Final Completion to the Contractor. The Contract shall be deemed to be completed upon issuance of such Certificate, provided that the provisions of the Contract which remain unperformed and the Settlement of Disputes provision in the Contract shall remain in force for as long as is necessary to dispose of any outstanding matters or issues between the Parties.

48 ALTERATIONS, ADDITIONS AND OMISSIONS

1 Variations

The Engineer may within his powers introduce any variations to the form, type or quality of the Works or any part thereof which he considers necessary and for that purpose or if for any other reasons it shall, in his opinion be desirable, he shall have power to order the Contractor to do and the Contractor shall do any of the following:

- (a) increase or decrease the quantity of any work under the Contract;
- (b) omit any such work;
- (c) change the character or quality or kind of any such work;
- (d) change the levels, lines, positions and dimensions of any part of the Works;
- (e) execute additional work of any kind necessary for the completion of the Works, and no such variation shall in any way vitiate or invalidate the Contract.

2 Variations Increasing Cost of Contract or altering the Works.

The Engineer shall, however, obtain the written approval of the Employer before giving any order for any variations which may result in an increase of the Contract Price or in an essential alteration of the quantity, quality or character of the Works.



3 Orders for Variations to be in Writing

No variations shall be made by the Contractor without an order in writing from the Engineer. Variations requiring the written approval of the Employer under paragraph (2) of this Clause shall be made by the Contractor only upon written order from the Engineer accompanied by a copy of the Employer's approval. Provided that, subject to the provisions of the Contract, no order in writing shall be required for any increase or decrease in the quantity of any work where such increase or decrease is not the result of an order given under this Clause but is the result of the quantities exceeding or being less than those stated in the Bill of Quantities.

4 Valuation of Variations

The Engineer shall estimate to the Employer the amount to be added or deducted from the Contract Price in respect of any variation, addition or omission. In the case of any variation, addition or omission which may result in an increase of the Contract Price, the Engineer shall communicate such estimate to the Employer together with his request for the Employer's written approval of such variation, addition or omission. The value of any variation, addition or omission shall be calculated on the basis of the unit prices contained in the Bill of Quantities.

49 PLANT, TEMPORARY WORKS AND MATERIALS

1 Plant, etc., Exclusive Use for the Works

All Constructional Plant, Temporary Works and Materials provided by the Contractor shall, when brought on the Site, be deemed to be exclusively intended for the construction and completion of the Works and the Contractor shall not remove the same or any part thereof (save for the purpose of moving it from one part of the Site to another) without the consent in writing of the Engineer which shall not be unreasonably withheld.

2 Removal of Plant, etc.

Upon completion of the Works the Contractor shall remove from the Site all the said Constructional Plant and Temporary Works remaining thereon and any unused materials provided by the Contractor.

3 Employer not liable for Damage to Plant

The Employer shall not be at any time liable for the loss of any of the said Constructional plant, Temporary Works or Materials save if such loss results from the act or neglect of the Employer, its employees or agents.

4 Ownership of paid material and work

All material and work covered by payments made by the Employer to the Contractor shall thereupon become the sole property of the Employer, but this provision shall not be construed as relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work or as waiving the right of the Employer to require the fulfillment of all of the terms of the Contract.

5 Equipment and supplies furnished by Employer

Title to any equipment and supplies which may be furnished by the Employer shall rest with the Employer and any such equipment and supplies shall be returned to the Employer at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment when returned to the Employer, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear.

50 APPROVAL OF MATERIALS ETC., NOT IMPLIED



The operation of Clause 49 hereof shall not be deemed to imply any approval by the Engineer of the materials or other matters referred to therein nor shall it prevent the rejection of any such materials at any time by the Engineer.

51 MEASUREMENT OF WORKS

The Engineer shall, when he requires any part or parts of the Works to be measured, give notice to the Contractor or the Contractor's authorized agent or representative who shall forthwith attend or send a qualified agent to assist the Engineer in making such measurement and shall furnish all particulars required by either of them. Should the Contractor not attend or neglect or omit to send such agent, then the measurement made by the Engineer or approved by him shall be taken to be the correct measurement of the work. The purpose of measuring is to ascertain the volume of work executed by the Contractor and therefore determine the amount of the monthly payments.

52 LIABILITY OF THE PARTIES

- 1** The Works shall not be considered as completed until a Certificate of Final Completion shall have been signed by the Engineer and delivered to the Employer stating that the Works have been completed and that the Contractor has fulfilled all his obligations under Clause 47 to his satisfaction.
- 2** The Employer shall not be liable to the Contractor for any matter arising out of or in connection with the Contract or the execution of the Works unless the Contractor shall have made a claim in writing in respect thereof before the giving of the Certificate of Final Completion and in accordance with the Contract.

3 Unfulfilled Obligations

Notwithstanding the issue of the Certificate of Final Completion, the Contractor shall remain liable for the fulfillment of any obligation incurred under the provisions of the Contract prior to the issuance of the Certificate of Final Completion and which remains unperformed at the time such Certificate is issued. For the purpose of determining the nature and extent of any such obligation the Contract shall be deemed to remain in force between the parties hereto.

4 Contractor Responsible

Notwithstanding any other provisions in the Contract documents, the Contractor shall be totally responsible for and shall bear any and all risks of loss or damage to or failure of the Works or any part thereof for a period of ten years after issuance of the Certificate of Final Completion, provided always that such risks, damage or failure result from acts, defaults and negligence of the Contractor, his agents, employees or workmen and such contractors.

53 AUTHORITIES

- 1** The Employer shall have the right to enter upon the Site and expel the Contractor therefrom without thereby voiding the Contract or releasing the Contractor from any of his obligations or liabilities under the Contract or affecting the rights and powers conferred on the Employer and the Engineer by the Contract in any of the following cases:
 - (a) If the Contractor is declared bankrupt or claims bankruptcy or court protection against his creditors or if the Contractor is a company or member of a company which was dissolved by legal action;
 - (b) If the Contractor makes arrangements with his creditors or agrees to carry out the Contract under an inspection committee of his creditors;
 - (c) If the Contractor withdraws from the Works or assigns the Contract to others in whole or in part without the Employer's prior written approval;



- (d) If the Contractor fails to commence the Works or shows insufficient progress to the extent which in the opinion of the Engineer will not enable him to meet the target completion date of the Works;
- (e) If the Contractor suspends the progress of the Works without due cause for fifteen (15) days after receiving from the Engineer written notice to proceed;
- (f) If the Contractor fails to comply with any of the Contract conditions or fails to fulfill his obligations and does not remedy the cause of his failure within fifteen (15) days after being notified to do so in writing;
- (g) If the Contractor is not executing the work in accordance with standards of workmanship specified in the Contract;
- (h) If the Contractor gives or promises to give a present or loan or reward to any employee of the Employer or of the Engineer.

Then the Employer may himself complete the Works or may employ any other contractor to complete the Works and the Employer or such other contractor may use for such completion so much of Constructional Plant, Temporary Works and Materials, which have been deemed to be reserved exclusively for the construction and completion of the Works under the provision of the Contract as he or they may think proper and the Employer may at any time sell any of the said Constructional Plant, Temporary Works and unused materials and apply the proceeds of sale in or towards the satisfaction of any sums due or which may become due to him from the Contractor under the Contract.

2 Evaluation after Re-entry

The Engineer shall as soon as may be practicable after any such entry and expulsion by the Employer notify the Contractor to attend the necessary evaluation of the Works. In the event that for any reason the Contractor does not attend such evaluation the Engineer shall undertake the said evaluation in the absence of the Contractor and shall issue a certificate stating the sum, if any, due to the Contractor for work done in accordance with the Contract up to the time of entry and expulsion by the Employer which has been reasonably accumulated to the Contractor in respect of the Works he has executed in such case in accordance with the Contract. The Engineer shall indicate the value of the materials whether unused or partially used and the value of construction equipment and any part of the Temporary Works.

3 Payment After Re-entry

If the Employer shall enter and expel the Contractor under this Clause he shall not be liable to pay the Contractor any money on account of the Contract until the expiration of the Defects Liability Period, and thereafter until the costs of completion and making good any defects of the Works, damages for delay in completion (if any), and all other expenses incurred by the Employer have been ascertained and their amount certified by the Engineer. The Contractor shall then be entitled to receive only such sum or sums (if any) as the Engineer may certify would have been due to him upon due completion by him after deducting the said amount. But if such amount shall exceed the sum which would have been payable to the Contractor on due completion by him, then the Contractor shall upon demand pay to the Employer the amount of such excess. The Employer in such case may recover this amount from any money due to the Contractor from the Employer without the need to resort to legal procedures.

54 URGENT REPAIRS

If by reason of any accident or failure or other event occurring to, in or in connection with the Works or any part thereof either during the execution of the Works or during the Defects Liability Period any remedial or other work or repair shall in the opinion of the Engineer be urgently necessary for security and the Contractor is unable or unwilling at once to do such work or repair, the Employer may by his own or other workmen do such work or repair as the Engineer may consider necessary. If the work or repair so done by the Employer is work which in the opinion of the Engineer the Contractor was liable to do at his own expense under the Contract, all costs and charges properly incurred by the Employer in so doing shall on demand be paid by the



Contractor to the Employer or may be deducted by the Employer from any monies due or which may become due to the Contractor provided always that the Engineer shall as soon after the occurrence of any such emergency as may be reasonably practicable notify the Contractor thereof in writing.

55 INCREASE AND DECREASE OF COSTS

Except if otherwise provided by the Contract, no adjustment of the Contract Price shall be made in respect of fluctuations of market, prices of labour, materials, plant or equipment, neither due to fluctuation in interest rates nor devaluation or any other matters affecting the Works.

56 TAXATION

The Contractor shall be responsible for the payment of all charges and taxes in respect of income including value added tax, all in accordance with and subject to the provisions of the income tax laws and regulations in force and all amendments thereto. It is the Contractor's responsibility to make all the necessary inquiries in this respect and he shall be deemed to have satisfied himself regarding the application of all relevant tax laws.

57 BLASTING

The Contractor shall not use any explosives without the written permission of the Engineer who shall require that the Contractor has complied in full with the regulations in force regarding the use of explosives. However, the Contractor, before applying to obtain these explosives, has to provide well arranged storage facilities. The Engineer's approval or refusal to permit the use of explosives shall not constitute ground for claims by the Contractor.

58 MACHINERY

The Contractor shall be responsible for coordinating the manufacture, delivery, erection and commissioning of plant machinery and equipment which are to form a part of the Works. He shall place all necessary orders as soon as possible after the signing of the Contract. These orders and their acceptance shall be produced to the Engineer on request. The Contractor shall also be responsible for ensuring that all sub-contractors adhere to such programs as are agreed and are needed to ensure completion of the Works within the period for completion. Should any sub-contracted works be delayed, the Contractor shall initiate the necessary action to speed up such completion. This shall not prejudice the Employer's right to exercise his remedies for delay in accordance with the Contract.

59 TEMPORARY WORKS AND REINSTATEMENT

The Contractor shall provide and maintain all temporary roads and tracks necessary for movement of plant and materials and clear same away at completion and make good all works damaged or disturbed. The Contractor shall submit drawings and full particulars of all Temporary Works to the Engineer before commencing same. The Engineer may require modifications to be made if he considers them to be insufficient and the Contractor shall give effect to such modifications but shall not be relieved of his responsibilities. The Contractor shall provide and maintain weather-proof sheds for storage of material pertinent to the Works both for his own use and for the use of the Employer and clear same away at the completion of the Works. The Contractor shall divert as required, at his own cost and subject to the approval of the Engineer, all public utilities encountered during the progress of the Works, except those specially indicated on the drawings as being included in the Contract. Where diversions of services are not required in connection with the Works, the Contractor shall uphold, maintain and keep the same in working order in existing locations. The Contractor shall make good, at his own expense, all damage to telephone, telegraph and electric cable or wires, sewers, water or other pipes and other services, except where the Public Authority or Private Party owning or responsible for the same elects to make good the damage. The costs incurred in so doing shall be paid by the Contractor to the Public Authority or Private Party on demand.

60 PHOTOGRAPHS AND ADVERTISING



The Contractor shall not publish any photographs of the Works or allow the Works to be used in any form of advertising whatsoever without the prior approval in writing from the Employer.

61 PREVENTION OF CORRUPTION

The Employer shall be entitled to cancel the Contract and to recover from the Contractor the amount of any loss resulting from such cancellation, if the Contractor has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to the obtaining or the execution of the Contract or any other contract with the Employer or for showing or intending to show favour or disfavour to any person in relation to the Contract or any other contract with the Employer, if the like acts shall have been done by any persons employed by him or acting on his behalf whether with or without the knowledge of the Contractor in relation to this or any other Contract with the Employer.

62 DATE FALLING ON HOLIDAY

Where under the terms of the Contract any act is to be done or any period is to expire upon a certain day and that day or that period fall on a day of rest or recognized holiday, the Contract shall have effect as if the act were to be done or the period to expire upon the working day following such day.

63 NOTICES

- 1 Unless otherwise expressly specified, any notice, consent, approval, certificate or determination by any person for which provision is made in the Contract Documents shall be in writing. Any such notice, consent, approval, certificate or determination to be given or made by the Employer, the Contractor or the Engineer shall not be unreasonably withheld or delayed.
- 2 Any notice, certificate or instruction to be given to the Contractor by the Engineer or the Employer under the terms of the Contract shall be sent by post, cable, telex or facsimile at the Contractor's principal place of business specified in the Contract or such other address as the Contractor shall nominate in writing for that purpose, or by delivering the same at the said address against an authorized signature certifying the receipt.
- 3 Any notice to be given to the Employer under the terms of the Contract shall be sent by post, cable, telex or facsimile at the Employer's address specified in the Contract, or by delivering the same at the said address against an authorized signature certifying the receipt.
- 4 Any notice to be given to the Engineer under the terms of this Contract shall be sent by post, cable, telex or facsimile at the Engineer's address specified in the Contract, or by delivering the same at the said address against an authorized signature certifying the receipt.

64 LANGUAGE, WEIGHTS AND MEASURES

Except as may be otherwise specified in the Contract, English shall be used by the Contractor in all written communications to the Employer or the Engineer with respect to the services to be rendered and with respect to all documents procured or prepared by the Contractor pertaining to the Works. The metric system of weights and measures shall be used in all instances.

65 RECORDS, ACCOUNTS, INFORMATION AND AUDIT

The Contractor shall maintain accurate and systematic records and accounts in respect of the work performed under this Contract.

The Contractor shall furnish, compile or make available at all times to the VIMUKTI any records or information, oral or written, which the VIMUKTI may reasonably request in respect of the Works or the Contractor's performance thereof.

The Contractor shall allow the VIMUKTI or its authorized agents to inspect and audit such records or information upon reasonable notice.



66 FORCE MAJEURE

Force majeure as used herein means Acts of God, war (whether declared or not), invasion, revolution, insurrection or other acts or events of a similar nature or force.

In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the VIMUKTI and to the Engineer of such force majeure if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. Subject to acceptance by the VIMUKTI of the existence of such force majeure, which acceptance shall not be unreasonably withheld, the following provisions shall apply:

- (a) The obligations and responsibilities of the Contractor under this Contract shall be suspended to the extent of his inability to perform them and for as long as such inability continues. During such suspension and in respect of work suspended, the Contractor shall be reimbursed by the VIMUKTI substantiated costs of maintenance of the Contractor's equipment and of per diem of the Contractor's permanent personnel rendered idle by such suspension;
- (b) The Contractor shall within fifteen (15) days of the notice to the VIMUKTI of the occurrence of the force majeure submit a statement to the VIMUKTI of estimated costs referred to in sub-paragraph (a) above during the period of suspension followed by a complete statement of actual expenditures within thirty (30) days after the end of the suspension;
- (c) The term of this Contract shall be extended for a period equal to the period of suspension taking however into account any special condition which may cause the additional time for completion of the Works to be different from the period of suspension;
- (d) If the Contractor is rendered permanently unable, wholly or in part, by reason of force majeure, to perform his obligations and meet his responsibilities under the Contract, the VIMUKTI shall have the right to terminate the Contract on the same terms and conditions as provided for in Clause 68 of these General Conditions, except that the period of notice shall be seven (7) days instead of fourteen (14) days, and
- (e) For the purpose of the preceding sub-paragraph, the VIMUKTI may consider the Contractor permanently unable to perform in case of any suspension period of more than ninety (90) days.

67 SUSPENSION BY THE VIMUKTI

The VIMUKTI may by written notice to the Contractor suspend for a specified period, in whole or in part, payments to the Contractor and/or the Contractor's obligation to continue to perform the Works under this Contract, if in the VIMUKTI's sole discretion:

- (a) any conditions arise which interfere, or threaten to interfere with the successful execution of the Works or the accomplishment of the purpose thereof, or
- (b) the Contractor shall have failed, in whole or in part, to perform any of the terms and conditions of this Contract.

After suspension under sub-paragraph (a) above, the Contractor shall be entitled to reimbursement by the VIMUKTI of such costs as shall have been duly incurred in accordance with this Contract prior to the commencement of the period of such suspension.

The term of this Contract may be extended by the VIMUKTI for a period equal to any period of suspension, taking into account any special conditions which may cause the additional time for completion of the Works to be different from the period of suspension.



68 TERMINATION BY THE VIMUKTI

The VIMUKTI may, notwithstanding any suspension under Clause 67 above, terminate this Contract for cause or convenience in the interest of the VIMUKTI upon not less than fourteen (14) days written notice to the Contractor.

Upon termination of this Contract:

- (a) The Contractor shall take immediate steps to terminate his performance of the Contract in a prompt and orderly manner and to reduce losses and to keep further expenditures to a minimum, and
- (b) The Contractor shall be entitled (unless such termination has been occasioned by the Contractor's breach of this Contract), to be paid for the part of the Works satisfactorily completed and for the materials and equipment properly delivered to the Site as of the date of termination for incorporation to the Works, plus substantiated costs resulting from commitments entered into prior to the date of termination as well as any reasonable substantiated direct costs incurred by the Contractor as a result of the termination, but shall not be entitled to receive any other or further payment or damages.

69 TERMINATION BY THE CONTRACTOR

In the case of any alleged breach by the VIMUKTI of the Contract or in any other situation which the Contractor reasonably considers to entitle him to terminate his performance of the Contract, the Contractor shall promptly give written notice to the VIMUKTI detailing the nature and the circumstances of the breach or other situation. Upon acknowledgement in writing by the VIMUKTI of the existence of such breach and the VIMUKTI's inability to remedy it, or upon failure of the VIMUKTI to respond to such notice within twenty (20) days of receipt thereof, the Contractor shall be entitled to terminate this Contract by giving 30 days written notice thereof. In the event of disagreement between the Parties as to the existence of such breach or other situation referred to above, the matter shall be resolved in accordance with Clause 71 of these General Conditions.

Upon termination of this Contract under this Clause the provisions of sub-paragraph (b) of Clause 68 hereof shall apply.

70 RIGHTS AND REMEDIES OF THE VIMUKTI

Nothing in or relating to this Contract shall be deemed to prejudice or constitute a waiver of any other rights or remedies of the VIMUKTI.

The VIMUKTI shall not be liable for any consequences of, or claim based upon, any act or omission on the part of the Government.

71 SETTLEMENT OF DISPUTES

In the case of any claim, controversy or dispute arising out of, or in connection with this Contract or any breach thereof, the following procedure for resolution of such claim, controversy or dispute shall apply.

1 Notification

The aggrieved party shall immediately notify the other party in writing of the nature of the alleged claim, controversy or dispute, not later than seven (7) days from awareness of the existence thereof.

2 Consultation

On receipt of the notification provided above, the representatives of the Parties shall start consultations with a view to reaching an amicable resolution of the claim, controversy or dispute without causing interruption of the Works.



3 Conciliation

Where the representatives of the Parties are unable to reach such an amicable settlement, either party may request the submission of the matter to conciliation in accordance with the UNCITRAL Rules of Conciliation then obtaining.

4 Arbitration

Any claim, controversy or dispute which is not settled as provided under clauses 71.1 through 3 above shall be referred to arbitration in accordance with the UNCITRAL Arbitration Rules then obtained. The Parties shall be bound by the arbitration award rendered in accordance with such arbitration as the final adjudication of any such controversy or claim.

72 PRIVILEGES AND IMMUNITIES

Nothing in or relating to this Contract shall be deemed a waiver of any of the privileges and immunities of the United Nations of which the VIMUKTI is an integral part.

73 SECURITY

The Contractor shall:

- (a) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

VIMUKTI reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for VIMUKTI's property in its custody as set forth in paragraph 4.1 above.

74 AUDIT AND INVESTIGATIONS

Each invoice paid by VIMUKTI shall be subject to a post-payment audit by auditors, whether internal or external, of VIMUKTI or the authorized agents of the VIMUKTI at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The VIMUKTI shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the VIMUKTI other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by VIMUKTI have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, VIMUKTI reserves the right to seek recovery and/or to take any other action as it deems necessary.

The Contractor acknowledges and agrees that, at anytime, VIMUKTI may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of VIMUKTI to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to VIMUKTI access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by VIMUKTI hereunder.



75 ANTI-TERRORISM

The Contractor agrees to undertake all reasonable efforts to ensure that none of the VIMUKTI funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by VIMUKTI hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.



SECTION 7: BIDDING FORMS

Form A: Bid Confirmation

Form B: Checklist

Form C: Bid Submission

Form D: Bidder Information

Form E: Eligibility and Qualification

Form F: Technical Bid

Form G: Price Schedule

Form H: Bid Security



FORM A: BID CONFIRMATION

Please acknowledge receipt of this ITB by completing this form and returning it by email to the address, and by the date specified, in the Letter of Invitation.

To: Insert name of contact person

Email: Click or tap here to enter text.

From: Insert name of bidder

Subject ITB reference ITB/001/VMS-2024

Check the appropriate box	Description
<input type="checkbox"/>	YES , we intend to submit a bid.
<input type="checkbox"/>	NO . We are unable to submit a competitive offer for the requested goods/works/services at the moment



FORM B: CHECKLIST

This form serves as a checklist for preparation of your bid. Please complete the returnable bidding forms in accordance with the instructions and return them as part of your bid submission: No alteration to the format of forms shall be permitted and no substitution shall be accepted.

Before submitting your bid, please ensure compliance with the instructions in Section 2: Instructions to Bidders and Section 3: Data Sheet.

Technical bid:

Have you duly completed all the returnable bidding forms?	
▪ Form C: Bid Submission	<input type="checkbox"/>
▪ Form D: Bidder Information	<input type="checkbox"/>
▪ Form E: Eligibility and Qualification	<input type="checkbox"/>
▪ Form F: Technical Bid/Bill of Quantities	<input type="checkbox"/>
▪ Form H: Bid Security	
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	<input type="checkbox"/>
Have you provided the required documents in support of Form D: Bidder Information?	<input type="checkbox"/>

Price Schedule:

▪ Form G: Price Schedule	<input type="checkbox"/>
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FORM C: BID SUBMISSION

Name of bidder:	Click or tap here to enter text.	Date:	Click or tap to enter a date.
ITB reference:	Click or tap here to enter text.		

We, the undersigned, offer to supply the goods and related services required for Click or tap here to enter text. in accordance with your Invitation to Bid No. Click or tap here to enter text.. We hereby submit our bid, which includes

The discounts offered and the methodology of their application are:

- **Discounts:** If our bid is accepted, the following discounts shall apply Specify in detail each discount offered and the specific item of the Schedule of Requirement to which it applies, including if applicable discounts for accelerated payment.
- **Methodology of application of the discounts:** The discounts shall be applied using the following method: Specify in detail the method that shall be used to apply the discounts

Bidder Declaration: on behalf of our firm, its affiliates, subsidiaries and employees or for any part of the contract.

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	Requirements and Terms and Conditions: I/We have read and fully understand the ITB, including the ITB Information and Data Sheet, Schedule of Requirements, the General Conditions of Contract and any Special Conditions of Contract. I/we confirm that the bidder agrees to be bound by them.
<input type="checkbox"/>	<input type="checkbox"/>	I/We confirm that the bidder has the necessary capacity, capability and necessary licenses to fully meet or exceed the requirements and will be available to deliver throughout the relevant contract period.
<input type="checkbox"/>	<input type="checkbox"/>	Ethics: In submitting this bid I/we warrant that the bidder: has not entered into any improper, illegal, collusive or anti-competitive arrangements with any competitor; has not directly or indirectly approached any representative of the buyer (other than the point of contact) to lobby or solicit information in relation to the ITB; has not attempted to influence, or provide any form of personal inducement, reward or benefit to any representative of the buyer.
<input type="checkbox"/>	<input type="checkbox"/>	Conflict of interest: I/We warrant that the bidder has no actual, potential or perceived conflict of Interest in submitting this bid, or entering into a contract to deliver the requirements. Where a conflict of interest arises during the ITB process the bidder will report it immediately to the Procuring Organisation's Point of Contact.
<input type="checkbox"/>	<input type="checkbox"/>	I/We do not employ, or anticipate employing, any person(s) who is, or has been a VIMUKTI staff member within the last three years.
<input type="checkbox"/>	<input type="checkbox"/>	Bankruptcy: I/We have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future.
<input type="checkbox"/>	<input type="checkbox"/>	Bid Validity Period: I/We confirm that this bid, including the price, remains open for acceptance for the bid validity period.
<input type="checkbox"/>	<input type="checkbox"/>	I/We understand and recognize that you are not bound to accept any bid you receive and we certify that the goods offered in our bid are new and unused.
<input type="checkbox"/>	<input type="checkbox"/>	By signing this declaration, the signatory below represents, warrants and agrees that he/she has been authorised by the Organisation/s to make this declaration on its/their behalf.

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the bidder]

FORM D: BIDDER INFORMATION

ITB Reference	Click or tap here to enter text.
Legal name of bidder	Click or tap here to enter text.
Legal Address, City, Country	Click or tap here to enter text.
Website	Click or tap here to enter text.
Year of registration	Click or tap here to enter text.
Bidder's Authorized Representative information	Name and Title: Click or tap here to enter text. Telephone numbers: Click or tap here to enter text. Email: Click or tap here to enter text.
Legal structure	Choose an item.
Organisational type	Choose an item.
Current Licenses, if any, and permits (with dates, numbers and expiration dates)	Click or tap here to enter text.
No. of full-time employees	Click or tap here to enter number.
No. of staff involved in similar supply contracts	Click or tap here to enter number.
Are you a VIMUKTI vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, insert Vendor Number
Countries/ States of operation	Click or tap here to enter text.
Subsidiaries in the region (please indicate names of subsidiaries and addresses, if relevant to the bid)	Click or tap here to enter text.
Commercial Representatives in the country: Name/ Address /Phone (for international companies only)	Click or tap here to enter text.
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):	Click or tap here to enter text.
Presence and characteristics of in-house quality control laboratory (if relevant to bid)	Click or tap here to enter text.
Does your Company have a corporate environmental policy or environmental management system such as ISO 14001 or ISO 14064 or equivalent?	Tick all that apply and provide supporting documentation. <input type="checkbox"/> Corporate Environmental Policy <input type="checkbox"/> ISO 14001

	<input type="checkbox"/> ISO 14064 <input type="checkbox"/> Other, specify Click or tap here to enter text.
Does your company belong to a diverse supplier group including micro, small or medium sized enterprise, women or youth owned business or other? <i>(If yes, please provide details and documentation)</i>	Click or tap here to enter text.
Bank Information	Bank Name: Click or tap here to enter text. Bank Address: Click or tap here to enter text. IBAN: Click or tap here to enter text. SWIFT/BIC: Click or tap here to enter text. Account Currency: Click or tap here to enter text. Bank Account Number: Click or tap here to enter text.
Contact person that Click or tap here to enter text. may contact for requests for clarifications during bid evaluation	Name and Title: Click or tap here to enter text. Telephone numbers: Click or tap here to enter text. Email: Click or tap here to enter text.
Please attach the following documents:	<ul style="list-style-type: none"> ▪ Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods and/or services being procured ▪ Certificate of Incorporation/ Business Registration ▪ Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder ▪ Trade name registration papers, if applicable ▪ Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any ▪ Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Bidder's practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures ▪ Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder ▪ Certification or authorization to act as Agent on behalf of the Manufacturer, or Power of Attorney. ▪ Export Licenses, if applicable ▪ Local Government permit to locate and operate in assignment location, if applicable ▪ Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country

FORM E: ELIGIBILITY AND QUALIFICATION FORM

Name of bidder:	Click or tap here to enter text.	Date:	Click or tap to enter a date.
ITB reference:	Click or tap here to enter text.		

History of Non- Performing Contracts

<input type="checkbox"/> No non-performing contracts during the last 3 years			
<input type="checkbox"/> Contract(s) not performed in the last 3 years			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value in INR)
		Name of Client: Address of Client: Reason(s) for non-performance:	

Litigation History (including pending litigation)

<input type="checkbox"/> No litigation history for the last 3 years			
<input type="checkbox"/> Litigation History as indicated below			
Year of dispute	Amount in dispute (state currency)	Contract Identification	Total Contract Amount (state currency)
		Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:	

Previous Relevant Experience

Please list only previous similar assignments successfully completed in the last 3 years.

List only those assignments for which the bidder was legally contracted or sub-contracted by the Client as a company. Assignments completed by the bidder's individual experts working privately or through other firms cannot be claimed as the relevant experience of the bidder, or that of the bidder's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested.

Project name & Country of Assignment	Client & Reference Contact Details (Including email)	Contract Value	Period of activity and status	Types of activities undertaken and role (Contractor, sub-contractor or consortium member)

Project name & Country of Assignment	Client & Reference Contact Details (Including email)	Contract Value	Period of activity and status	Types of activities undertaken and role (Contractor, sub-contractor or consortium member)

Bidders may also attach their own Project Data Sheets with more details for assignments above.

☐ Attached are the Statements of Satisfactory Performance from the Top 3 (three) Clients or more.

Financial Standing

Annual Turnover for the last 3 years	Year	Currency	Amount
	Year	Currency	Amount
	Year	Currency	Amount
Latest Credit Rating (if any), indicate the source and date.			

Financial information (state currency)	Historic information for the last 3 years		
	Year 1	Year 2	Year 3
	<i>Information from Balance Sheet</i>		
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	<i>Information from Income Statement</i>		
Total / Gross Revenue (TR)			
Profits Before Taxes (PBT)			
Net Profit			
Current Ratio (current assets/current liabilities)			

☐ Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

- Must reflect the financial situation of the bidder;
- Historic financial statements must be audited by a certified public accountant;
- Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

FORM F: TECHNICAL BID

Name of bidder:	Click or tap here to enter text.	Date:	Click or tap to enter a date.
ITB reference:	Click or tap here to enter text.		

The Bidder's Bid should be organized to follow this format of the Technical Bid. Where the bidder is presented with a requirement or asked to use a specific approach, the bidder must not only state its acceptance, but also describe how it intends to comply with the requirements. Where a descriptive response is requested, failure to provide the same will be viewed as non-responsive.

SECTION 1: Bidder's qualification, capacity and expertise

- 1.1 General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).
- 1.2 Relevance of specialized knowledge and experience on similar engagements done in the region/country.
- 1.3 Quality assurance procedures and risk mitigation measures.
- 1.4 Organization's commitment to sustainability.

SECTION 2: Scope of Supply, Technical Specifications, and Related Services

This section should demonstrate the Bidder's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed bid meets or exceeds the requirements/specifications. All important aspects should be addressed in sufficient detail.

- 2.1 A detailed description of how the Bidder will deliver the required goods and services, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be organized, controlled and delivered.
- 2.2 Explain whether any work would be subcontracted, to whom, how much percentage of the requirements, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.
- 2.3 The bid shall also include details of the Bidder's internal technical and quality assurance review mechanisms.
- 2.4 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.
- 2.5 Demonstrate how you plan to integrate sustainability measures in the execution of the contract.

SECTION 3: Management Structure and Key Personnel

- 3.1 Describe the overall management approach toward planning and implementing the project. Include an organization chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.
- 3.2 Provide CVs for key personnel that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to the scope of goods and/or services.

Format for CV of Proposed Key Personnel

Name of Personnel	[Insert]
Position for this assignment	[Insert]
Nationality	[Insert]
Language proficiency	[Insert]
Education/ Qualifications	<p><i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i></p> <p>[Insert]</p>
Professional certifications	<p><i>[Provide details of professional certifications relevant to the scope of goods and/or services]</i></p> <ul style="list-style-type: none"> ▪ Name of institution: [Insert] ▪ Date of certification: [Insert]
Employment Record/ Experience	<p><i>[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]</i></p> <p>[Insert]</p>
References	<p><i>[Provide names, addresses, phone and email contact information for two (2) references]</i></p> <p>Reference 1: [Insert]</p> <p>Reference 2: [Insert]</p>

I, the undersigned, certify that to the best of my knowledge and belief, the data provided above correctly describes my qualifications, my experiences, and other relevant information about myself.

Signature of Personnel

Date (Day/Month/Year)

FORM G: PRICE SCHEDULE

Name of bidder:	Click or tap here to enter text.	Date:	Click or tap to enter a date.
ITB reference:	Click or tap here to enter text.		

Total Bid Price (in Figures) :**(Excluding GST)****Total Bid price (In Words) :****(Excluding GST)****SPECIAL NOTES TO THE BIDDERS**

1. The bidders/contractors are advised to physically see the site so that they can understand the scope and quantum of work. No extra claim as a consequence of ignorance or on grounds of insufficient description will be allowed at a later date.
2. The quoted rate shall include the cost of providing barricading at working place or at locations and covering with green net wherever required as per guidelines of National Green Tribunal and by the Engineer/Employer.
3. All the material to be used shall be as per approved makes or approved by the Engineer/Employer.
4. All hardware and fittings shall be duly approved by the Engineer/Employer before installation.
- 5 Sample boards of All the materials to be prepared as per approved makes as approved by the Engineer/Employer and to be maintained at site till the completion of the project.
- 6 The Quantities in this schedule are provisional. The Contractor will be paid for the actual quantity of work executed at site at the rates quoted in the tender and finally accepted in writing by the client. The Owner reserves the right to increase or decrease any of the quantities or to totally omit any item or work and any claims by the Contractor in these accounts will not be entertained.
- 7 All the items of work given in this schedule of quantities shall be executed strictly in accordance with Indian Electricity Rules and requirements of the local Electric Supply Authority, local Chief Electrical Inspectorate and Indian standards & National Building code read in conjunction with the relevant drawings, specifications and the appropriate Indian Standards.
- 8 No Alteration whatsoever is to be made to the text or quantities of this schedule of quantities unless alteration is authorised in writing by client. Any such alterations, notes or additions shall, unless authorised in writing be disregarded when tender documents are considered.
- 9 In the event of error occurring to the amount column of the schedule, as a result of wrong extension, unit rate and quantity, the unit rate quoted by the tenderer shall be regarded as firm and the extension shall be amended on the basis of the rates.
- 10 Any error in totalling in the amount column and in carrying forward totals shall be corrected.
11. Any error in description or in quantity or omission of items from the contract schedule 'shall not vitiate this contract but shall be corrected and deemed to be a variation required by the owner.

I, the undersigned, certify that I am duly authorized by Click or tap here to enter text. to sign this bid and bind Click or tap here to enter text.should Click or tap here to enter text.accept this bid:

Name : _____

Title : _____

Date : _____

Signature : _____

FORM H: BID SECURITY

**Bid Security must be issued using the official letterhead of the Issuing Bank.
Except for indicated fields, no changes may be made on this template.**

Beneficiary: Insert contact information for procuring organisation as provided in Section 3: Data Sheet.

ITB Reference: Click or tap here to enter text.

WHEREAS Click or tap here to enter text. (hereinafter called "the bidder") has submitted a bid to Click or tap here to enter text. dated Click or tap to enter a date. to execute goods and/or services Click or tap here to enter text. (hereinafter called "the bid"):

AND WHEREAS it has been stipulated by you that the bidder shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security if the bidder:

- a) Fails to sign the Contract after Click or tap here to enter text. has awarded it;
- b) Withdraws its bid after the date of the opening of the bids;
- c) Fails to comply with Click or tap here to enter text.'s variation of requirement, as per ITB instructions; or
- d) Fails to furnish Performance Security, insurances, or other documents that Click or tap here to enter text. may require as a condition to rendering the contract effective.

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the bidder, up to a total of *[amount of guarantee] [in words and numbers]*, such sum being payable in the types and proportions of currencies in which the bid 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.

This guarantee shall be valid up to 30 days after the final date of validity of bids.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Signature: _____

Name: _____

Title: _____

Date: _____

Name of Bank _____

Address _____

[Stamp with official stamp of the Bank]