

# **DIRECTORATE OF INCOME TAX (SYSTEMS)**

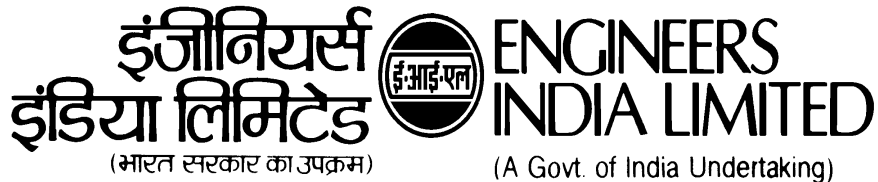
**(BIDDING DOCUMENT NO. 1040/T-39/10-11/AKM/01)**

## **BIDDING DOCUMENT**

**FOR**

**FACILITIES MANAGEMENT SERVICES COVERING  
SECURITY, HOUSE KEEPING & HORTICULTURE  
WORKS FOR AYAKAR BHAWAN AT VAISHALI,  
GHAZIABAD (U.P)**

**PART- I: TECHNO-COMMERCIAL BID**



TENDER FEE: RS. 2000.00 (Non-refundable)

# ISSUE LETTER OF BIDDING DOCUMENT

**Name of Work:** FACILITIES MANAGEMENT SERVICES COVERING SECURITY, HOUSE KEEPING & HORTICULTURE WORKS FOR AYAKAR BHAWAN AT VAISHALI, GHAZIABAD (U.P)

**Bidding document No.** 1040/T-39/10-11/AKM/01

One set of Bidding document consist of two parts as per Master Index is issued to:

M/s -----  
-----  
-----

An amount of Rs.2,000/- (Rupees Two Thousand only) towards Bidding Document Fee (Non-refundable) have been paid in the form of Bank Demand Draft (DD)/Banker's Check (BC) no.--  
----- dated ----- in favour of "Engineers India Limited", payable at New Delhi .

Dated: -----

**Senior Manager**  
Infrastructure Division  
Engineer's India Limited

# **MASTER INDEX**

## **FACILITIES MANAGEMENT SERVICES COVERING SECURITY, HOUSE KEEPING & HORTICULTURE WORKS FOR AYAKAR BHAWAN AT VAISHALI, GHAZIABAD (U.P)**

**MASTER INDEX**

**NAME OF WORK :** FACILITIES MANAGEMENT SERVICES COVERING SECURITY, HOUSE KEEPING & HORTICULTURE WORKS FOR AYAKAR BHAWAN AT VAISHALI, GHAZIABAD (U.P)

**(BIDDING DOCUMENT NO.:** 1040/T-39/10-11/AKM/01)

**PART – I : COMMERCIAL SECTION**

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**Directorate of IncomeTax (Systems)  
ARA Centre, Ground Floor, E-2, Jhandewalan Extension  
New Delhi- 110055**

**NOTICE INVITING BID (NIB) – DOMESTIC**

Engineers India Limited on behalf of Directorate of Income Tax (Systems) invites item rate tender under single stage two bid system from eligible bidders for following works for “Renovation of Ayakar Bhawan at Vaishali, Ghaziabad (U.P)”.

<b>Bidding document No.</b>	1040/T-39/10 -11/AKM/01
<b>Name Of Work</b>	Facilities Management Services covering security, housekeeping & horticulture works for Ayakar Bhawan at Vaishali, Ghaziabad (U.P).
<b>Service Period</b>	5 (Five) Years
<b>Sale Period</b>	24.01.2011 To 14.02.2011 (14:00 Hrs. IST to 16:00 Hrs. IST)
<b>Date &amp; Time Of Submission Of Bid</b>	15.2.2011 up to 14:00 Hrs. (IST)
<b>Date &amp; Time For Opening Of Bid</b>	15.2.2011 at 14:30 Hrs. (IST)
<b>Cost of bidding document</b>	Rs.2000/- (Rupees Two Thousand only)

For eligibility criteria and other details, visit EIL website <http://www.indianprocessplants.com> or Directorate of Income Tax (Systems) website <http://www.incometaxindia.gov.in>. For any clarification, contact Sr. Manager (Infrastructure) at Tel: 0124-4794333/47994330, Fax: 0124-2391410, Email: [ashwani.nayyar@eil.co.in](mailto:ashwani.nayyar@eil.co.in) , cc: [ajayk@eil.co.in](mailto:ajayk@eil.co.in)

The bidding document (non transferable) can also be purchased on written request from Ashwani Nayyar, Sr. Manager, Infrastructure Division, Engineers India Limited, R&D Complex, 1st floor Annexe, Sector -16, Gurgaon -122001, (Haryana) from the date mentioned above on all working days between 14:00 Hrs to 16:00 Hrs on payment of cost of tender by cross Demand Draft in favour of ENGINEERS INDIA LIMITED, NEW DELHI.

Sr. Manager (INFRA) EIL, Gurgaon.

**NOTICE INVITING BID**  
**DOMESTIC COMPETITIVE BIDDING**

**WORKS:** FACILITIES MANAGEMENT SERVICES COVERING SECURITY, HOUSE KEEPING & HORTICULTURE WORKS FOR AYAKAR BHAWAN AT VAISHALI, GHAZIABAD (U.P)

**PROJECT:** RENOVATION OF AYAKAR BHAVAN AT VAISHALI, GHAZIABAD (U.P)

**BIDDING DOCUMENT NO.:** 1040/T-39/10-11/AKM/01)

1.0 Engineers India Ltd. has the pleasure of inviting sealed Bids under single stage two-bid system for the subject work for and on behalf of Directorate of Income Tax (Systems) herein after referred to as Owner. The Bidding Document marked "Original" and "Bidder's Copy", one set of Tender Drawings and an Additional Copy of "Schedule of Rates (Price Part)" for filling up the prices is issued to you.

**2.0 BRIEF SCOPE OF WORK**

3.0 Brief scope of work includes but not limited Facilities Management Services covering security, housekeeping & horticulture works for Ayakar Bhawan at Vaishali, Ghaziabad (U.P).

**4.0 SALIENT FEATURES OF BIDDING DOCUMENT**

- |      |  |   |  |
|------|--|---|--|
| i)   | Name of Work   | : | <b>Facilities Management Services covering security, housekeeping &amp; horticulture works for Ayakar Bhawan at Vaishali, Ghaziabad (U.P).</b> |
| ii)  | Tender Fee   | : | Rs. 2,000/- (Rupees Two Thousand only)   |
| iii) | Earnest Money Deposit  | : | Rs.2,00,000.00 (Rupees Two Lakhs only)   |
| iv)  | Service Period   | : | 5 (Five) Years   |
| v)   | Sale Period  | : | 24.01.2011 To 14.02.2011 (14:00 Hrs. IST to 16:00 Hrs. IST)  |
| vi)  | Last Date and Time (Deadline) for Receipt of Bid               | : | 15.2.2011 up to 14:00 Hrs. (IST)   |
| vii) | Date, Time & Place for Opening of Bid (Techno-Commercial Part) | : | 15.2.2011 at 14:30 Hrs. (IST), In the presence of Bidder's Representative at following address:  |

Engineers India Limited  
R&D Complex,  
Conference Room (1<sup>st</sup> Floor),  
P&I Annexe Building,  
Sector -16(on NH-8),  
Gurgaon- 122001  
Contact: Sr. Manager (Infrastructure)

- viii) Address for Communication with EIL : Mr. Ashwani Nayyar,  
Sr Manager (Infrastructure)  
Engineers India Limited  
R&D Complex, 1th Floor (Annexe),  
Sector - 16, Gurgaon – 122001  
Tel. No. 91 – 124 – 4794339 / 4794330  
Fax no. 91 - 124 - 2391410  
E-mail : [ashwani.nayyar@eil.co.in](mailto:ashwani.nayyar@eil.co.in)
- ix) Last Date for receipt of Bidder's Queries (Bidder's queries should be submitted as per FORM-J in a consolidated form and not in piece meal) : 02.2.2011 up to 1100 Hrs. (IST)
- x) Date & Time of Pre-Bid Meeting : 11:00 Hrs. (IST) on 02.2.2011
- xi) Venue of Pre-Bid Meeting : Engineers India Limited  
R&D Complex,  
Conference Room (1st Floor),  
P&I Annexe Building,  
Sector -16(on NH-8),  
Gurgaon- 122001  
Contact: Sr. Manager (Infrastructure)
- xii) Bid to be Submitted at : **Receipt & Despatch Section,  
Ground Floor, Lab Building,  
Engineers India Limited  
R&D Complex, Sector -16(on NH-8),  
Gurgaon- 122001(Haryana), India**  
**Contact: Sr. Manager (Infrastructure)**

## **5.0 QUALIFICATION CRITERIA**

Agencies intending to participate shall fulfil the following qualification criteria:

### **5.1 EXPERIENCE CRITERIA**

Bidder should have satisfactorily executed or is under execution one similar service for at least one year costing not less than Rs. 80 lacs per annum or two similar services for at least one year each costing not less than Rs. 60 lacs per annum or 3 similar services for at least one year each costing not less than Rs. 40 lacs per annum during the last seven years ending 31<sup>st</sup> Dec. 2010.

Similar work shall mean Facilities Management Services covering security, housekeeping & horticulture works.

**5.2** Bidder must have executed or is under execution at least one similar service for office / Institutional / Hotel building having 1.0 Lac Sq.ft. area for one year.

### **5.3 Financial Criteria**

**a)** The average annual financial turnover of the Bidder during last 03 (Three) years ending 31<sup>st</sup> March, 2010 shall be **Rs.300 Lac.**

**b)** Net worth shall be positive during the last one financial year (i.e 2009-2010).The Net Worth shall be worked out by the following formula:

$$\text{Net Worth} = \text{Reserves} + \text{Capital} - \text{Accumulated loss}$$

**c)** Bidder should have a Solvency certificate of Rs.100 Lac from a Scheduled or Nationalized bank . Certificate issued from bank **should not be earlier than one year** from the last date of submission of Bidding Document.

**d)** Bidder should not have incurred any loss during last three years ending 31.03.2010. Copies of

audited balance sheets shall be placed in records.

**5.4** Joint Ventures / consortium bid shall not be accepted.

**5.5** In house works / Self certification of works shall be not accepted.

**5.6 Documents Required**

Bidder shall furnish documentary evidence by way of copies of work order, completion certificate, supporting data, performance certificate etc. and balance sheet or audited financial statements including Profit & Loss Account statements etc. in support of his fulfilling of the Qualification criteria.

**5.7** Interested agencies can purchase non-transferable Bidding Document on any working day (Monday to Friday) during sale period from Mr. Ashwani Nayyar, Sr Manager (Infrastructure) Engineers India Limited, R&D Complex, 1<sup>st</sup> Floor (Annexe), Sector-16, Gurgaon – 122001 against request letter and upon payment of **Rs.2000** (Rupees Two Thousand only) cost of Bidding Document by crossed demand draft, Non refundable in favour of “Engineers India Limited, New Delhi”. Request for sending Bidding Document by post, Courier or any other mode shall not be entertained. Bidding document is also available on website [www.indianprocessplants.com](http://www.indianprocessplants.com) and [www.incometaxindia.gov.in](http://www.incometaxindia.gov.in). Bidders can also submit their bids after downloading the document from website and in such cases they have to pay requisite fee of the Bidding Document in a separate sealed envelope titled “COST OF BIDDING DOCUMENT”, while submitting their Bid. Bid submitted on downloaded documents shall not be considered for opening without requisite fee of the Bidding Document. Such Bids shall be returned to the Bidders and the representatives of such Bidders shall not be allowed to attend the Bid opening. For Bid submitted on downloaded document, the Bidder in whose name Bid and EMD is submitted shall be considered for Bid evaluation.

In case of Bid submission on downloaded document, it will be Bidder's sole responsibility to submit each page of Bidding Document, duly signed and stamped in token of their acceptance, in a file or in properly bound condition. If any page is missed or omitted or not submitted, it will be presumed that contents of such pages are accepted by Bidders without any deviation or price implication.

Further, during downloading of the Bidding Documents, if any Agency does not provide proper address, phone no., fax no., email address etc. and if communication with respect to issue of Addendum / Corrigendum or change in Bid submission date etc. could not be made in time prior to the scheduled Bid submission, EIL shall not be responsible for such eventuality and no extension of Bid submission date / time shall be allowed on such eventuality. Bidders desirous to submit their Bids on downloaded document shall also visit the website for inclusion of Any Amendment / Addendum / Corrigendum / extension of date of sale period or Bid submission date prior to last date of submission of their Bids.

**6.0 SUBMISSION OF BID :**

**6.1** The Bid shall be submitted in the following manner in separately sealed envelopes duly superscribed :

- i) PART -I : TECHNICAL AND UNPRICED COMMERCIAL PART
- ii) PART -II : PRICE PART

**6.2** PART-I of the bid shall contain the following:

- i) Bid/ offer in hard copy as per the requirement of the Bidding Document duly signed and stamped on each page.
- ii) Bidding Documents marked “Original” along with Tender Drawings duly signed and stamped by authorised signatory.
- iii) Earnest Money Deposit as specified in Instructions to Bidders (ITB).
- iv) Unpriced copy of Schedule of Rates (SOR) / Quantities

**6.3** PART-II of the bid shall contain the following:

- i) Hard Copy of Schedule of Rates, duly filled in and completed in all respects and shall be signed & stamped on each page.

In this part of bid, the bidder shall not stipulate any conditions. There shall not be any overwriting.

No stipulation, deviation, terms & conditions, presumption, basis etc. shall be stipulated in Price Part of the bid. Any condition if stipulated shall be treated as null and void and shall render the bid liable for rejection.

- 7.0** Earnest Money Deposit (EMD) mentioned above shall be furnished in form of Bank Demand Draft in favour of **“The Accounts Officer, Zonal Account Office, Central Board of Direct Taxes, New Delhi”** payable at New Delhi or in the form of Bank Guarantee in favour of **“Directorate of Income Tax (Systems), New Delhi”** in the prescribed format from any scheduled bank. The Bank Demand Draft/ Bank Guarantee shall be valid for a period of **6(Six) months** from the last date of submission of bid. **Tender not accompanied by Earnest money will be rejected and such bidders shall not be allowed to attend the opening of tenders. EIL/Owner shall not pay any interest on EMD furnished.**
- 8.0** Sealed bids will be received up to the last date, time and address as specified in para 4.0 v & xi above. Techno-commercial part shall be opened at the time and date as specified in para 4.0 vi above, in the presence of authorised representatives of attending bidders. Time and date of opening of Price bids shall be notified to the technically and commercially qualified/ acceptable bidders at a later date.
- 9.0 Bids not received by the due date and time shall be rejected irrespective of the time by which the bid is received late and irrespective of the reason(s) for which the bid is received late, and representative(s) of such bidder(s) shall not be allowed to attend the bid opening. For the purpose of determining late bid, the date and time recorded on the bid envelope during actual receipt of bid shall be considered.**
- 10.0 Any deviation, to critical stipulations of Bidding Document as defined in ITB, taken by the Bidder may render his offer liable for rejection.
- 11.0 EIL/Owner reserves the right to assess Bidder's capability, capacity and performance by taking information from client / site visit where the bidder has provided the services.
- 12.0 EIL/Owner reserves the right to reject any or all Bids without assigning any reason.
- 13.0 EIL/Owner shall allow purchase preference to public sector undertaking/ enterprises as admissible under the existing policies of Government of India.
- 14.0 EIL /Owner take no responsibility for delay, loss or non-receipt of Bidding Document/ Bid sent by post/ courier. Telex/ Telegraphic/ Fax/ e-mail offers shall not be accepted.
- 15.0 In view of tight project schedule, Bidders are requested not to seek any extension in due date of submission of bids.**
- 16.0 Please acknowledge receipt of this letter along with its enclosures and confirm your intention to participate in subject bidding through a letter or fax message as per proforma for Acknowledgement -Cum- Consent Letter attached within seven days from the date of receipt of Bidding Document. In case you are not quoting for this work, please return complete set of the Bidding Documents along with all the enclosures to Infrastructure Department of EIL at the address given above.

Thanking you,

Very truly yours,  
(Ashwani Nayyar)  
Sr Manager (Infrastructure)

Enclosure:

- i) Bidding Document marked "Original" & "Bidder's Copy", one set of Tender Drawings and an Additional copy of "Schedule of Rates (Price Part)" for filling up the prices.













of the conduct or outcome of the bidding process.

**1.6 Site Visit**

Bidder is advised to visit and examine the site, its surroundings and familiarise himself with the existing facilities and environment, and collect all other information which he may require for preparing and submitting the bid and entering into the Contract. Claims and objections due to ignorance of existing conditions or inadequacy of information will not be considered after submission of the bid and during implementation.

The site of Work is located at Vaishali, Ghaziabad (U.P). Any loss to the property/ life of the prospective bidder due to prospective bidder's negligence shall be the prospective bidder's responsibility. Prospective bidder shall keep Owner indemnified from any legal consequences arising there from.

**2.0 BIDDING DOCUMENT, CLARIFICATION AND AMENDMENT**

**2.1 Bidding Document**

The Bidding Document shall consist of the following and should be read in conjunction with any amendment issued subsequently.

- i) Notice Inviting Bid (NIB).
- ii) Instructions to Bidders and its attachments.
- iii) General Conditions of Contract (GCC) and its Annexure.
- iv) Technical Specifications / Standards, if any
- v) Drawings, if any.
- vi) Schedule of Rates (SOR)/Schedule of Prices (SOP) (Price Part).

The Bidder is expected to examine the Bidding Document, including all instructions, terms, specifications and drawings in the Bidding Document. Failure to furnish all information required as per the Bidding Document or submission of a bid not substantially responsive to the Bidding Document in every respect could result in rejection of the Bid.

Bidding documents once issued are non-transferable in other name and shall at all times remain the exclusive property of Owner/EIL with a license to the Bidder to use the Bidding Documents for the limited purpose of submitting the bid.

**2.2 Clarification Requests by Bidder**

The details presented in this Bidding Document have been compiled with all reasonable care. However, it is the Bidder's responsibility to ensure that the information provided is adequate, clearly understood and it includes all documents as per the Index.

Bidder shall examine the Bidding Document thoroughly in all respects and if any conflict, discrepancy, error or omission is observed, Bidder may request clarification up to ten days prior to the Due Date for Submission of Bids. Such clarification requests shall be directed to the address at **para 4.4** below.

Response to queries/ clarifications raised will be sent as expeditiously as possible and will also be available on the website. The response to queries/ clarifications of the bidders shall not form part of Bidding Document unless issued















**5.6 Evaluation of Priced Bid**

The prices quoted by the Bidders shall be checked for arithmetic correction, if any, based on rate and amount filled by the Bidder in the SOR formats. If some discrepancies are found between the rate/ amount given in words and figures, the total amount shall be corrected as per the following procedure, which shall be binding upon the Bidder:

- i) When the rate quoted by bidder in figures and words tallies but the amount is incorrect, the rate quoted by the Bidder shall be taken as correct and amount reworked.
- ii) When there is difference between the rate in figures and words, the rate which corresponds to the amount worked out by the Bidder, shall be taken as correct.
- iii) When it is not possible to ascertain the correct rate in the manner prescribed above, the rate as quoted in words shall be adopted and amount reworked.

To arrive at the evaluated prices, loading / adjustment on total quoted prices, wherever applicable, shall be done as per following:

- iv) Item rates, which have not been quoted for in the first instance, will NOT be called for from the Bidders. The prices of such Bidders shall be evaluated based on loading by the highest quoted item rates by any Bidder for such items. The prices quoted by the Bidders who have retained the deviations to the terms and conditions, if any, which are otherwise considered acceptable and can be quantified shall be loaded.

The price bids of the Bidders shall be rejected if they do not quote rates for certain items and Owner/EIL estimate for such items is more than 10% of their total quoted price for the work.

Optional items shall not be considered for the purpose of arriving at the total cost unless specified specifically. However, in case the rates quoted by the selected Bidder for optional items are considered high, the same shall be negotiated.

**5.7 Bid Evaluation Process to be Confidential**

Information related to the examination, clarification, evaluation and comparison of bids and recommendations for award of contract shall not be disclosed to Bidder or other person not officially concerned with such process. Any effort by Bidder to influence Owner/EIL's processing of bidding or award decisions may result in rejection of such Bidder's bid.

**5.8 Owner's Right to Accept or Reject a Bid**

The right of acceptance of Bid will rest with Owner. However, Owner does not bind itself to accept the lowest Bid, and reserves to itself the authority to reject any or all the Bids received without assigning any reason whatsoever.

Bids in which any of the particulars and prescribed information's are missing or are incomplete in any respect and/ or the prescribed conditions are not fulfilled are liable to be rejected.

Canvassing in connection with Bids is strictly prohibited and Bids submitted by the Bidders who resort to canvassing will be liable to rejection. Bid containing uncalled for remarks or any additional conditions are liable to be rejected.

**5.9 Preference to Central Public Sector Enterprises**

Central Public Sector Enterprises shall be extended purchase preference as per Government of India guidelines in force from time to time.

**6.0 NEGOTIATION AND AWARD OF WORK**

**6.1 Negotiation**

In the opinion of Owner, if the total price or certain item rates quoted by the Lowest Bidder are considered high, Owner may invite the Lowest Bidder for price negotiation. Lowest Bidder shall attend such negotiation meetings and if requested by Owner, bidder shall provide the analysis of rates/ break-up of amount quoted by him for any or all items of Schedule of Rates to demonstrate the reasonability. As a result of negotiation, Bidder may offer rebate on his earlier quoted price.

**6.2 Award of Work**

The Bidder, whose bid is accepted by Owner/EIL, shall be issued Letter of Intent/ Fax of Intent (LOI/ FOI) prior to expiry of bid validity. Bidder shall confirm acceptance by returning a signed copy of the LOI/FOI.

Owner/EIL shall not be obliged to furnish any information/ clarification/explanation to the unsuccessful bidders as regards non-acceptance of their bids. Except for refund of EMD to unsuccessful bidders, Owner/EIL shall correspond only with the successful bidder.

**6.3 Contract Document**

The successful Bidder shall be required to execute a formal Agreement as per the "Performa of Agreement" as Annexure - II, with Owner within 15 (Fifteen) days from the date of issue of Letter of Acceptance. For execution of the Agreement, the successful bidder shall provide Stamp Paper of appropriate value. The cost of non-judicial stamp paper shall be borne by the Bidder. In the event of failure on the part of the successful Bidder to sign the agreement within the above stipulated period, the earnest money or his security deposit will be forfeited and the acceptance of the tender shall be considered as cancelled.

The Contract document shall consist of the following:

- i) Agreement signed on non-judicial stamp paper by Owner and successful bidder.
- ii) Letter of Intent/ Fax of Intent.
- iii) Letter of Acceptance
- iv) Detailed Letter of Award/ Acceptance along with enclosures.
- v) The Bidding Document alongwith tender drawings (Layout plans of Building).
- vi) Amendments to Bidding Document, if any.

**7.0 SECURITY DEPOSIT**

The bidder whose Bid may be accepted (hereafter called the Contractor) shall within 10 (ten) days of the receipt by him of the notification of the acceptance of the tender or Letter of Intent, shall remit the security deposit to Directorate of

Income Tax (System), in the manner stipulated in **Clause 3.3** of General Conditions of Contract.

**8.0 RETIRED GOVERNMENT OFFICERS**

No Engineer of Gazetted rank or other Gazetted Officer, employed in Engineering or Administrative duties in an Engineering Department of the State/Central Government or of Owner is allowed to work as a Contractor for a period of two years after his retirement from Government Service, or from the employment of Owner without the previous permission of Owner. The Contract if awarded is liable to be cancelled if either the Contractor or any of his employees is found at any time to be such a person, who had not obtained the permission of the State/Central Government or of Owner as aforesaid, before submission of tender, or engagement in the Contractor's service as the case may be.

**9.0 SCHEDULE OF RATES/QUANTITIES (SOR) BASED ON ESTIMATED/TENTATIVE MANPOWER SCHEDULE**

The estimated manpower schedule for providing services under this contract is given in Schedule of rates (SOR). Bidder is required to quote as per the proforma. However, the actual manpower deployed at any given time shall be as per the need of the building and Owner's specific requirement and the payment shall be made on monthly basis based on the actual manpower deployed during the period. The bill for payment shall be submitted in duplicate every month.

**10.0 ABNORMAL RATES**

The Bidder is expected to quote rate for each item after careful analysis of cost involved for the performance of the completed item, considering all specifications and conditions of contract. This will avoid loss of profit or gain in case of curtailment or change of specification for any item. In case it is noticed that the rates quoted by the Bidder for any item are unusually high or unusually low it will be sufficient cause for the rejection of the Bid unless Owner is convinced about the reasonableness of the rates on scrutinizing the analysis for such rate to be furnished by the Bidder on demand.

# PROPOSAL FORMS

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**LETTER FORWARDING THE BID**

**COVERING LETTER FOR SUBMISSION OF BID**

**(to be submitted by bidders on their letter head without any modification)**

Date : -----

Engineers India Limited  
R&D Complex, 1th Floor (Annexe),  
Sector - 16, Gurgaon – 122001  
Tel. No. 91 – 124 – 4794339 / 4794330  
Fax no. 91 - 124 - 2391410

Attn. : Mr. Ashwani Nayyar, Sr Manager (Infrastructure)

Our Ref. : ----- dated -----

Bidding Document No. ----- dated -----

Name of work: -----

Project ----- Client: -----

Please find herewith our offer in line with requirement of EIL Bidding Document. We confirm that :

1. Bid is in complete compliance with technical as well as commercial requirements of bidding document and there is no technical or commercial deviation in the offer.
2. We understand that any technical or commercial deviation in the offer shall render our offer liable for rejection.
3. We have enclosed following with the Bid:
  - a) **Unpriced Bid :**
    - i) Bid Security
    - ii) Compliance Format
    - iii) Check List
  - b) **Priced Bid:**
    - i) Filled schedule for prices
4. The validity of the bid shall be 06 (Six) months from the last date of submission of Bid.

Bidder's signature :

Name :

Seal :

**INFORMATION ABOUT BIDDER**

<b>1.0</b>	<b>IN CASE OF INDIVIDUAL / ANY OTHER IDENTITY</b>	
1.1	Name of Business.	
1.2	Whether his business is registered.	
1.3	Date of commencement of business.	
<b>2.0</b>	<b>IN CASE OF PARTNERSHIP</b>	
2.1	Name of Partners	
2.2	Whether the partnership is registered.	
2.3	Date of registration of firm.	
<b>3.0</b>	<b>IN CASE OF LIMITED LIABILITY COMPANY OR COMPANY LIMITED BY GUARANTEES</b>	
3.1	Amount of paid up capital	
3.2	Name of Directors	
3.3	Date of Registration of Company	
<b>4.0</b>	Copies of the audited balance sheet of the bidder for the last 3 years ending 31.03.2010.	
<b>5.0</b>	<b>GENERAL</b>	
5.1	Income Tax PAN No.	
5.2	Provident Fund Registration No.	
5.3	Sales Tax Registration No.	
5.4	Service Tax Registration No.	
5.5	Copy of Acknowledgement of Income Tax return for the last 3 years ending 31.03.2010.	

**Signature of Bidder**

**DETAILS OF SIMILAR PAST EXPERIENCE DURING LAST 7 YEARS**

SL. NO.	DESCRIPTION OF WORK	POSTAL ADDRESS OF CLIENT & NAME OF OFFICER IN CHARGE	CONTRACT VALUE	STARTING DATE	SCHEDULED COMPLETION DATE	ACTUAL COMPLETION DATE	WHETHER COPY OF CONTRACT/ COMP. CERT SUBMITTED	REMARKS

**Note :** Copies of work order(s) and completion certificate(s) of at least two similar jobs should be submitted by the Bidder along with this FORM.

**SIGNATURE OF BIDDER** : \_\_\_\_\_

**NAME OF BIDDER** : \_\_\_\_\_

**BIDDER'S SEAL/STAMP** : \_\_\_\_\_

**DETAILS OF PROPOSED EQUIPMENTS, TOOLS & TACKLES**

The Bidder shall submit the details of minimum equipments, Tools & tackles etc. as per clause no.2.1.3.1.3, 2.1.3.2.1 & 2.4.9 of GCC in the following format, proposed to be deployed.

Sl. No.	Equipment Description	Nos.	Capacity & Make	If Owned by Bidder		If likely to be purchased by Bidder, expected date of purchase	If to be Hired		Remarks
				Present Location	Expected Date of availability		Source of Hiring	Reference of consent letter	

- Note - 1. In case of equipment are to be hired, Bidder shall indicate the source of Hiring and enclose the consent letter from such sources.  
 2. Bidder shall clearly indicate the expected date of availability of Owned/ Hired equipment.

**SIGNATURE OF BIDDER** : \_\_\_\_\_  
**NAME OF BIDDER** : \_\_\_\_\_  
**BIDDER'S SEAL/STAMP** : \_\_\_\_\_

**DETAILS OF PROPOSED SITE ORGANIZATION**

The bidder shall submit on a separate sheet details of Home Office. Bidder shall also furnish the bio-data of key personnel to be deployed.

**SIGNATURE OF BIDDER** : \_\_\_\_\_

**NAME OF BIDDER** : \_\_\_\_\_

**BIDDER'S SEAL/STAMP** : \_\_\_\_\_

**CURRICULAM VITAE**

We hereby confirm that Qualification and Experience of STAFF DEPLOYED at site shall be accordance with clause no.2.4.10 of GCC. Key Supervisory Personnel shall include the following :

- i) Supervisor (Housekeeping & Guest House)
- ii) Security Supervisor

**SIGNATURE OF BIDDER** : \_\_\_\_\_

**NAME OF BIDDER** : \_\_\_\_\_

**BIDDER'S SEAL/STAMP** : \_\_\_\_\_

**COMPLIANCE TO BID REQUIREMENT**

We hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other conditions whatsoever of the Bidding Documents and Addendum to the Bidding Documents, if any, for subject work issued by Engineers India Limited.

We hereby further confirm that any terms and conditions if mentioned in our bid (Un-priced as well as Priced Part) shall not be recognised and shall be treated as null and void.

**SIGNATURE OF BIDDER** : \_\_\_\_\_

**NAME OF BIDDER** : \_\_\_\_\_

**BIDDER'S SEAL/STAMP** : \_\_\_\_\_

**EXCEPTIONS AND DEVIATIONS**  
**(FOR COMMERCIAL BID)**

SL.NO	REFERENCE OF BIDDING DOCUMENT		SUBJECT	DEVIATIONS
	PAGE NO.	CLAUSE NO.		

NOTE: This shall be submitted separately for Commercial & Technical Bid.

**SIGNATURE OF BIDDER** : \_\_\_\_\_

**NAME OF BIDDER** : \_\_\_\_\_

**BIDDER'S SEAL/STAMP** : \_\_\_\_\_

**EXCEPTIONS AND DEVIATIONS**  
**(FOR TECHNICAL BID)**

SL.NO	REFERENCE OF BID DOCUMENT		SUBJECT	DEVIATIONS
	PAGE NO.	CLAUSE NO.		

NOTE: This shall be submitted separately for Commercial & Technical Sections.

**SIGNATURE OF BIDDER** : \_\_\_\_\_

**NAME OF BIDDER** : \_\_\_\_\_

**BIDDER'S SEAL/STAMP** : \_\_\_\_\_

**CHECK LIST FOR SUBMISSION OF BID**

Bidder is requested to fill this check list and ensure that all details/documents have been furnished as called for in the Bidding Document along with duly filled in, signed & stamped checklist **with each copy of the "Unpriced bid (Part – I)"**.

**Please tick the box and ensure compliance :**

**(A) UNDER SECTION –I**

(A.1) Bid Forwarding Letter

Submitted

(A.2) Information about Bidder as per FORM-B

Submitted

(A.3) EMD/ BID BOND / BID SECURITY

Bidder to confirm that EMD/ Bid Bond/ Bid Security has been submitted by them as per Tender Performa.

Submitted

(1) DD/BANK GUARANTEE

DD/BG No. \_\_\_\_\_ Dated \_\_\_\_\_

Bank name \_\_\_\_\_

For Rs. \_\_\_\_\_

Original shall be submitted along with original Bid and its photocopy along with other copies of Bid.

**(B) UNDER SECTION -2**  
**(Proposal Forms)**

(B.1) Past Experience as per FORM-C

Submitted

(B.2) Fresh Solvency Certificate from your Bankers  
(Date of issue of this certificate should not be earlier than 1 year from the date of Opening of Techno-commercial Bid ).

Submitted

Certificate Dated \_\_\_\_\_ From (Name of Bank \_\_\_\_\_)

(B.3) Power of Attorney in Favour of the person who has signed the bid on stamp paper of appropriate value.

Submitted

(B.4) Partnership Deed in case of partnership firm and Article of Association in case of limited company.

Submitted

(B.5) List of construction equipment as per FORM-D

Submitted

(B.7) Details of Proposed Site Organisation as per FORM-E

Submitted

(B.10) Declaration regarding PF as per FORM-L.

Submitted

**C) UNDER SECTION - 3**

(C.1) Compliance to Bid Requirement as per FORM-F.

Submitted

(C.2) Exceptions/ Deviations as per FORM-G both technical and commercial Bid (Unpriced)

Submitted

(C.3) Reply to commercial questionnaire as per FORM-I with Bidder's reply/ confirmation for each Sl. No.

Submitted

(C.4) Reply to Technical questionnaire (if enclosed in technical part) with Bidder's Reply/ Confirmation for each Sl. No.

Submitted

(C.5) Declaration by Bidder as per FORM-K.

Submitted

(C.6) Blank copy (without price) of Price Part i.e. Schedule of Rates

Submitted

**(D) UNDER SECTION – 4**

(D.1) Technical Details/ Documents specified in Technical Bid.

Submitted

Not Applicable

**(E) CONFIRM THE FOLLOWING**

(E.1) All pages of the bid have been page numbered in sequential manner.

YES

(E.2) The bid has been submitted in requisite number of copies as specified in Special Instructions to Bidders

YES

(E.3) Bidding Document marked “Original” Tender Drawing, Compliance Letter for Addendum/ Amendment, if any, has been submitted along with Bid, duly signed and stamped on each page.

YES

(E.4) Blank copy (without price) of Schedule of Rates duly signed and stamped on each page has been submitted.

YES

**SIGNATURE OF BIDDER** : \_\_\_\_\_

**NAME OF BIDDER** : \_\_\_\_\_

**BIDDER’S SEAL/STAMP** : \_\_\_\_\_

**COMMERCIAL QUESTIONNAIRE**

Bidder's reply/ confirmation as furnished in the Commercial Questionnaire (CQ) shall supersede the stipulations mentioned elsewhere in their bid.

<b>SL. NO.</b>	<b>QUERY</b>	<b>BIDDER'S REPLY/ CONFIRMATION</b>
1.0	Confirm that your Bid is valid for 06 (Six) months from the last date of submission of Bid .	
2.0	Confirm that Earnest Money Deposit (EMD) with validity of 06(Six) months from the last date of submission of the Bid has been furnished in separate sealed envelope.	
3.0	Confirm that the following documents are submitted with Part-I:	
	a) All documents as per CHECK LIST.	
	b) Details of Work experience as per FORM - C including copies of work order and completion certificate.	
	c) Bidding Document marked "Original" along with Tender Drawings is submitted in unpriced part duly signed and stamped on each page.	
	d) Compliance letter for Addendum/ Amendments as a token of acceptance (Applicable, if issued).	
4.0	Confirm that price has been submitted in a separately sealed envelope super scribing "PRICE PART" in One original.	
5.0	Schedule of Rates/Price	
	a) Confirm that rate/ price has been quoted for all items of SOR.	
	b) Confirm that deviation/terms & conditions are not mentioned in the price part. In case any terms and condition is mentioned in the price part, the same shall be treated as null and void.	
	c) Confirm that correction fluid is not used in the price part. (In case any corrections are required, the original writings shall be neatly cut/penned through and re-written neatly. No overwriting or erasure of original writings by use of 'white fluid' or otherwise is permitted. In case any erasure using 'white correcting fluid' is found, the tender shall be liable to be rejected. All corrections/cuttings/alterations shall be signed in full by the bidder with date. Numerical figures shall be written both in figures as well in words.)	

SL. NO.	QUERY	BIDDER'S REPLY/ CONFIRMATION
6.0	Confirm your compliance to critical stipulations of Bidding Document as mentioned in ITB.	
7.0	Confirm that you have studied complete Bidding Document including Technical and Commercial part and your Bid is in accordance with the requirements of the Bidding Document.	
8.0	Confirm your compliance to total Scope of Work mentioned in the Bidding Document.	
9.0	Confirm your acceptance for 'Scope of Supply' mentioned in the Bidding Document and confirm that all materials shall be supplied as per Standards and Specification.	
10.0	Confirm your acceptance for Service period as mentioned in Bidding Document.	
11.0	Confirm that your quoted price includes all taxes, duties as applicable for this Work in accordance with the provision of GCC.	
12.0	Confirm that your quoted price includes all types of insurance as per the provisions of GCC.	
13.0	Confirm that all costs resulting from safe execution of Work, such as safety induction, use of protective clothing, safety glasses and helmet, safety precaution taken during monsoon, or any other safety measures to be undertaken by the Contractor for execution of work are included in the quoted rates.	
14.0	Confirm that adequate numbers of tools, tackles etc. have been proposed which will be sufficient to complete the work as per the time schedule.	
15.0	Confirm that while submitting your price, you have taken consideration of scope of supplies, scope of work and technical requirement mentioned in Bidding Document.	
16.0	Confirm the following:	
a)	Co-ordination and making available by Contractor of all staff, manpower, equipment, tools, etc. and materials as required for a timely completion of all WORK as per Owner's requirement are included in the quoted rates.	

**SIGNATURE OF BIDDER :** \_\_\_\_\_

**NAME OF BIDDER :** \_\_\_\_\_

**BIDDER'S QUERIES**

SL. NO.	BIDDING DOCUMENT		SUBJECT	BIDDER'S QUERY	OWNER'S/EIL'S REPLY
	PAGE NO.	CLAUSE NO.			

NOTE : Bidder's Queries may be sent by fax to Fax No. : 0124-2391410 and also by e-mail to [ashwani.nayyar@eil.co.in](mailto:ashwani.nayyar@eil.co.in) & [ajayk@eil.co.in](mailto:ajayk@eil.co.in)

**DECLARATION BY THE BIDDER**

We \_\_\_\_\_ (Name of the Bidder) hereby represent that we have gone through and understood the Bidding Document (which in two parts) in Part-I (Commercial Section & Technical Section) and Part-II (Schedule of Rates/Price Part) and that our Bid has been prepared accordingly in compliance with the requirement stipulated in the said documents.

We are submitting a copy of Bidding Document marked "Original" as part of our Bid duly signed and stamped on each page in token of our acceptance. We undertake that Part-I and Part-II of the Bidding Document shall be deemed to form part of our bid and in the event of award of work to us, the same shall be considered for constitution of Contract Agreement. Further, we shall sign and stamp each page of this Part-I and Part-II as a token of Acceptance and as a part of the Contract in the event of award of Contract to us.

We further confirm that we have indicated prices in Schedule of Rates and submitted in Price Bid in separately sealed envelope. We confirm that rate quoted by us includes price for all works/activities/supply etc. as mentioned in item description of the items in Schedule of Rates.

**SIGNATURE OF BIDDER** : \_\_\_\_\_

**NAME OF BIDDER** : \_\_\_\_\_

**BIDDER'S SEAL/STAMP** : \_\_\_\_\_

**NOTE** : This declaration should be signed by the Bidder's representative who is signing the Bid.

**DETAILS OF P.F. REGISTRATION**

Bidder to furnish details of Provident Fund Registration :

PF REGISTRATION NO. :

DISTRICT & STATE :

We hereby confirm that the above PF Account is under operation presently and shall be used for all PF related activities for the labour engaged by us in the present work (if awarded to us).

**(SIGNATURE OF BIDDER)**

**GENERAL CONDITIONS  
OF  
CONTRACT**

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		1.2 Accommodation For Storage Of Materials
		1.3 Land for Residential Accommodation
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## **GENERAL CONDITIONS OF CONTRACT** **(CHAPTER – I)**

### **1.0 GENERAL INFORMATION**

#### **1.1 DEFINITION OF TERMS :**

In the contract document as herein defined where the context so admits, the following words and expressions will have the following meanings:

“**Owner**” shall mean The President of India acting through the Directorate of Income Tax (Systems) or a person authorized by him on his behalf having its office at ARA Centre, Ground Floor, E-2, Jhandewalan Extn., New Delhi-110055.

“**Contractor**” means the person or the persons, firm or company, whose tender has been accepted by Owner and includes the Contractor’s legal representatives, his/their Successors and permitted assigns.

“**Owner’s Representative**” means the person designated by Directorate of Income Tax (Systems) and shall include his authorized nominee or agent; provided, however, that the Owner’s representative may be one person for certain aspects of his agreement and another person for other aspects of work covered by this contract.

“**Parties**” means Owner and Contractor each one individually referred to as Party.

“**Work/Service**” shall mean the works/services to be executed/ provided in accordance with the contract or part thereof as the case may be and shall include all extra, additional, altered or substituted works as required for performance of the contract.

“**Performance/Completion Certificate**” shall mean the certificate to be issued by the Owner when the works/services have been completed to his satisfaction.

“**Equipment**” means all appliances and equipments of whatsoever nature for use in or about the execution, completion, operation and maintenance of the work.

“**Site**” means the land and/or other places on, into or through which work is to be executed/performed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.

“**Contract Document**” means collectively the tender documents, designs, drawings, specifications, agreed variations, if any, contract and other documents constituting the tender and acceptance thereof.

“**Contract**” shall mean the agreement between Owner and the Contractor for the execution of the works; however, including therein all contract documents.

“**Contract Price**” shall mean the awarded value of works/services as mentioned in the LOI/LOA by Owner.

“**Specifications**” shall mean various technical specifications attached and referred to in the tender documents. It shall also include relevant Indian Standard Institution Specifications.

“**Drawing**” shall include maps, plans and tracings or prints thereof with any modifications approved in writing by the Owner and such other drawings as may, from time to time, be furnished or approved in writing by the Owner.

“**Tender/Bid**” means the tender/Bid submitted by the Contractor for acceptance by Owner.

**“Alteration Order”** means an order given in writing by the Owner to effect additions to or deletions from and alterations in the works/Services.

**“Sub-Contractor”** means any person or firm or company (other than the Contractor) to whom any part of the work/service has been entrusted by the Contractor with the written consent of the Owner and the legal personal representatives, successors and permitted assigns of such person, firm or Company.

**“Month”** means the English Calendar month.

**“OEM”** means Original Equipment Manufacturer.

**“Facility Manager”** means the person appointed by the Contractor for this site.

## **1.2 Accommodation for Storage of Materials**

Owner will provide an area for office & storage of the Contractor’s material required for day to day work. The Contractor shall however make his own arrangement for maintaining the office and store including furniture, security at his own cost within the space provided.

Material brought to site by the Contractor shall be the property of Owner and will be under the control of Owner. Contractor shall not remove these materials without the written consent of Owner.

## **1.3 Land for Residential Accommodation**

It will not be possible for Owner to provide land for residential accommodation for staff and labour of the Contractor. Contractor will have to make his own arrangement at his cost for land for the purpose of residential accommodation for his staff and labour.

## **1.4 Order of Precedence**

In case of contradiction between relevant Indian standards, GCC, Specifications, Drawings and Schedule of Rates, the following shall prevail in order of precedence:

- i) Detailed Letter of Acceptance along with Statement of Agreed Variations, if any, and its enclosures such as Schedule of Rates, etc.
- ii) Fax of Intent (FOI)/ Letter of Intent/Letter of Acceptance (LOA)
- iii) General Conditions of Contract (GCC).
- iv) Job Specifications
- v) Drawings
- vi) Standard Specifications
- vii) Indian Standards

**SCOPE OF WORK/SUPPLY, TIME SCHEDULE AND FACTOR TO BE  
CONSIDERED FOR PRICING  
(CHAPTER – II)**

**2.1 SCOPE OF WORK**

The broad objective of the facility management services would be to ensure that the premises and equipments of Ayakar Bhawan are kept safe, neat, clean and presentable at all times, and all security and safety devices/ measures are taken to ensure safety of the premises and personnel.

These pages lay-down in detail the specific services and the corresponding work scope including but not limited to under each one of the services to be provided at “Ayakar Bhawan, Vaishali, Ghaziabad (U.P)” by the Contractor under the subject work. It is specifically made clear that the scope of work shall include not only execution of work but also supervision of its own employees.

**2.1.1 Location & Area**

Ayakar Bhawan  
Vaishali  
Ghaziabad (U.P)

a) Total Built-up Area - 18313 sqm .

The detail of built-up area as given below:

Basement	:	2667 Sqm.
Ground Floor	:	2667 Sqm.
First Floor	:	2392 Sqm.
Second Floor	:	1862 Sqm.
Third Floor	:	1413 Sqm.
Four Floor to Eleven Floors	:	8 x 914.00 = 7312.00 Sqm.
Terrace	:	2600 Sq M

b) Substation area - 570 Sqm (Approx.)  
c) Parking area within premises - 7000 Sqm (Approx.)  
d) Parking area opp. road - 3500 Sqm (Approx.)

And remaining land appurtenant thereto, Ayakar Bhawan

**2.1.2 Layout**

Located in Vaishali area of Ghaziabad adjacent to Ansal Plaza, Cineplex, and Shopping Malls. Factories like Dabur & Bhushan Steel are in close proximity.

**2.1.2.1** The area of the building consists of the following sections:

- i) Main entrance lobby, peripheral area and lifts
- ii) Staircases, lift lobbies and entry points
- iii) Entrance & exit gates
- iv) Security cabins
- v) Terraces
- vi) Sloping Ramp and Basements
- vii) Working space of the office ground floor to 11<sup>th</sup> floor
- viii) Annexes and guest house [Annexe-1 (G+2), Annexe-2 guest house, G+2) & Annexe-3 (G+3)]
- ix) Landscape area.
- x) R.O.Plant, Fire Pump room & under ground water & fire tank.

- xi) AC plant room & Substation located approximately 150 meters away from Ayakar Bhawan
- xii) Parking area within Premises & opposite to main entrance road.

**2.1.2.2** Following Electro Mechanical & Electrical Systems installed at Ayakar Bhawan not in the scope of services of facility management service provider. However, the house keeping of their place of installation shall be covered in the scope of facility management service provider.

- i) DG Sets
- ii) HT/LT Panels
- iii) Metering Panel
- iv) Transformers
- v) Pump
- vi) Lift Machine
- vii) AHU's
- viii) UPS System
- ix) RO Plant
- x) Cooling Towers
- xi) Fire water & water supply tanks underground and at various terrace level.
- xii) Solar water heating system
- xiii) Bore well, water treatment plant, water pumps and water storage tanks etc.
- xiv) Fire fighting system
- xv) EPABX system
- xvi) HVAC System (Central Air Conditioning System)
- xvii) Air-conditioning system consisting of refrigerant flow system, Window & Split ACs.
- xviii) Fire Detection & PA system
- xix) FM 200 Gas Suppression System in Server Room

**Underground and Overhead Structures:** The Contractor will familiarise himself with and obtain information and details from Owner in respect of all existing structures and utilities existing at the job site before commencing work. The Contractor shall execute the work in such a manner that the said structures, utilities, etc. are not disturbed or damaged, and shall indemnify and keep indemnified Owner from and against any destruction thereof or damages thereto.

### **2.1.3 Services**

The specific services required to be covered are as follows:

- i. Housekeeping Services
- ii. Horticulture Services
- iii. Pest Control Services
- iv. Security Services
- v. Access control & surveillance system
- vi. Reception Area Services
- vii. Telephone Operation Services

Detailed scope of work for each of the aforementioned services shall include but not limited to the following:

#### **2.1.3.1 Housekeeping Services**

Housekeeping services shall be provided on six days of a week from Monday to Saturday as per shift schedule mentioned in the SOR/BOQ i.e. excluding Sundays and National Holidays.

##### **2.1.3.1.1 Daily Services**

House keeping/ Cleaning services should be done daily minimum twice a day once before 0900 hrs and second time between 1300 hrs to 1400 hrs. The working hours shall be from 7:00 am to 4:00 pm daily. However the Contractor shall arrange manpower for special and VIP visits at no extra cost.

**(a) Following specific services to be provided on a daily basis:**

1. Cleaning, Sweeping and Mopping, dusting and vacuuming with disinfectant cleaner of floors, walls and ceilings and all staircases, cabins, cubicles, meeting rooms, security office and other areas as covered in the contract.
2. Cleaning of baskets, wastepaper baskets, cob-webs and disposing off all the collected refuse at designated site on daily basis.
3. Dusting of computer systems and their peripherals, all doors and windows, furniture, fixtures, fans, equipments, accessories etc. and cleaning of all windows glasses and grills. Cleaning and dusting of window panes/ Venetian blinds.
4. Spraying Room Fresheners daily at regular intervals.
5. Scrubbing of toilets, wash basins, sanitary fittings, glasses and toilet floors.
6. Cleaning and disinfecting all vitreous fixtures including toilet bowls, water closet (W.C), urinals, sinks, toilet seats, containers etc. Brush thoroughly to include below water level and under rims including areas at hinges and cistern handles. Restock toiletries, which include Liquid hand soap, toilet paper, air freshener, sanitary cubes and Naphthelene balls in toilets after daily check-ups in the morning, afternoons and on call basis during daytime.
7. Cleaning and dusting of lighting distribution board, light fixtures, fans, air conditioner vents, overhead light fixtures, projectors, fire-fighting equipments, nameplates, plant boxes, doormats etc.
8. Putting plastic bags in all dustbins to avoid stains & stinks and clear them on daily basis.
9. Check and remove hairs, dust, dirt or any such object from anywhere in area covered under the contract.
10. Cleaning, dusting, scrubbing of pantries, reception, security rooms, training halls, committee rooms, computer labs etc. The cleaning in occupied area should be done as and when the hall/ room/ cabin is opened and in the presence of the officer concerned or in the presence of his/her authorized representative once in a day or on call basis by the officer concerned during office hours on all working days only.

**(b) Waste Disposal Management:**

The Contractor shall ensure Collection, Mechanized Screening / segregation of dry and wet garbage in the earmarked area. The Contractor shall also ensure segregation of biodegradable and non-biodegradable garbage. Finally, the Contractor shall make the necessary arrangement for disposal of the same from the earmarked area to the Corporation's bin, located nearest to the Owner's premises.

**2.1.3.1.2 Weekly Services**

**Following specific services shall be provided on a weekly basis:**

- i) Review of the daily work schedule.
- ii) Cleaning of all metal surfaces like name boards, knobs, handle, panels, planters etc.
- iii) Cleaning of entire area including all windows and glass panes, doors etc.
- iv) Vacuuming and spot cleaning of all carpeted areas.
- v) Removal of cobwebs and stains from walls and ceilings.
- vi) Thorough cleaning and scrubbing of floors, stair cases, washroom tiles etc. with disinfectants, cleaning agents and scrubbing machine for cleaning of stairs.
- vii) Cleaning of all laminated partitions and table tops.
- viii) Thorough cleaning and washing of common areas and washroom.
- ix) Cleaning of all electrical fittings like tube lights, fans, etc. under supervision of the electrician.

- x) Cleaning of floors with soap water every week on holidays.
- xi) Cleaning of sanitary fittings, toilet drain pipes etc. in toilets with standard cleaning material.
- xii) Washing of outside areas with high pressure jet machine.
- xiii) Cleaning of all chrome fitting, glass frames, soap holders etc to a shining finish.
- xiv) Cleaning of Ceilings and high walls, removal of wash stains on walls, ceilings, cleaning of roof, porch etc.

The Contractor shall provide duty register to the Owner. Further, the Contractor shall make a cleaning programme and submit to the Owner for weekly cleaning so that the Owner's concerned official / in-charge for the particular area can be deputed on the day of cleaning to make the area available and supervise the cleaning work.

#### **2.1.3.1.3 Equipment & Material to be provided by the Contractor**

- i) Vacuum cleaner (Site Based) at least - 5Nos.
- ii) Floor scrubbing machine (Site Based) at least - 5Nos.
- iii) Cleaning material for
  - a. All floors, walls and metal surfaces
  - b. All common toilets
  - c. Windows and door glass panes
  - d. Telephone instruments, computers.

**Note:-** The Contractor shall furnish the details of proposed makes of cleaning material and supply the same after obtaining Owner's approval.

#### **2.1.3.2 Horticulture Services**

These services shall be provided on six days of a week from Monday to Saturday as per shift schedule mentioned in the SOR/ BOQ i.e. excluding Sundays and National Holidays.

Following jobs shall be performed by the Contractor as per the needs and requirements of the Owner on continuous basis during the period of contract.

- i) Maintenance of Lawns, Flowerbeds, Shrubbery, trees and greenery around the building & all indoor and outdoor plants (potted or otherwise) etc.
- ii) Weeding including elimination of grass and weeds from cracks and joints within building, sidewalks and curbs, mowing of lawns & disposal of grass thereafter.
- iii) The lawns, plants, trees and potted plants shall be watered to provide water penetration.
- iv) Daily cleaning of lawns.
- v) Pruning of shrubs, bushes and trees and periodic grass cutting in the lawns.
- vi) Rich soil shall be applied evenly over sunken garden lawns and around the roots of the plants.
- vii) Fertilizer, Application of manure and liming – to be performed in a manner that promotes proper health of plants.
- viii) Cleaning storm/ monsoon damages.
- ix) Disposal of debris in an environmentally acceptable manner approved by the Owner.
- x) Alteration in design (if required).

#### **2.1.3.2.1 Equipment and material to be provided by the Contractor:**

Spades, Rakes, Kāsias, Khurpis, Hedge shears, Hatchets & Garden Saw etc.

#### **2.1.3.3 Pest Control Services**

This service would cover the entire areas, and common usage areas such as staircases, lobbies, terraces, car parking space, drainages, documents room/ remote areas and equipment rooms. The frequency of these services shall be as per the normal practice and specific need of the Owner on as and when required basis.

The major services covered are as under:

- i) General Disinfestations
- ii) Rodent control
- iii) Termite and wood-beetle treatment

Apart from above services, the service provider will have to suitably disinfect drain outlets from the kitchen, canteen area and toilets by spraying with insecticide every Saturday and whenever necessary.

The Contractor shall

- i) Take effective measures for Rodent and Disinfestations Control Services including fogging etc. in the area of contract.
- ii) Use chemicals that are harmless to humans, machines and are of WHO specification. Further, the chemicals should not leave any spots in the treated area.
- iii) The responsibilities for any damage to human / machinery by any chemicals used by the Contractor. Any damage caused to machinery/ books due to Rodent and disinfestations services in the areas covered during the period of contract shall be made good by the Contractor.
- iv) Prior to carrying out the Pests and Rodent Control Services submit a detailed plan for approval of the Owner.

#### **2.1.3.4 Security Services**

These Services shall include but not limited to:

- i) Vetting and verification of visitors at the gate
- ii) Guiding the genuine visitors/ Residents to the intended destinations
- iii) To register and check the material going in and out of the premises
- iv) To enforce strong watch and ward at the gates of the complex to restrict entry to unauthorized and anti-social elements
- v) To cover and secure the perimeter of the complex
- vi) To monitor, plan and direct the procedures for efficient parking facility for the visitors and residents
- vii) To maintain sharp watch on the staff, workers and the visitors to prevent unwarranted activities within the complex
- viii) To help educate and spread awareness to the occupants of Fire prevention, control and fighting
- ix) To execute disaster Management plans including first aid facilities and to ensure compliance of all fire safety rules.
- x) Conduct Evacuation plans periodically for the occupants in case of disasters and hazards
- xi) The Contractor shall ensure: periodic reports on Fire Audit, Security functional audit, danger speculations for the premises (if any)

- xii) Maintenance of records of incidents
- xiii) Maintenance of contacts of important emergency action agencies like Fire Departments, Police and Hospitals etc.
- xiv) Preparation of emergency evacuation guidelines
- xv) Adequate Training Programmes on various aspects, such as Technical, Safety and good House Keeping.
- xvi) Availability to the deputed Security personnel at the site the minimum Equipment and items to ensure efficient Vigilance to protect the premises against external threats, thefts, fire hazards, natural disasters, unauthorized entry.
- xvii) The minimum equipment available and possessed by the Security Guards such as:
  - a) Battery Torch
  - b) Whistle
  - c) Baton
  - d) Licensed Arms & ammunition

The Security staff shall be constantly stationed at various posts / duties in the premises as per the direction of the Managers. In no case there would be any interchange of personnel deployed for security and other services; and that the command, supervision and reporting for these two streams of works i.e. security and all other services shall be totally separate. The personnel deployed for security duties shall preferably be Ex serviceman from defence service and the Contractor shall have necessary approvals for the same.

#### **Areas of Operation**

The scope of work shall include the entire security services for the premises with minimum requisite manpower as mentioned in SOR/BOQ.

#### **2.1.3.5 Access Control & Surveillance System**

Following types of reports, on demand, shall be generated & submitted by the Contractor.

- i) A General listing of all or selected points in the access control or security network.
- ii) A list of time schedules.
- iii) A list of outstanding alarms.
- iv) A list of card holder information.
- v) A list of all scheduled events.
- vi) A list of all cards issued to card holders.
- vii) System diagnostic reports.

The Contractor shall carry out automatic zonal arming and disarming on a predefined schedule when required. Configure entry and exit times, system components, including access points, input & output devices, send commands to CCTV equipments, start Digital Video Recorder (DVR) recording process.

The Contractor shall carry out following control functions for CCTV & DVR

- i) Image display.
- ii) Camera movement.
- iii) Zoom – in & Zoom– out.
- iv) Open-iris & close iris.
- v) Focus-near & Focus-far.
- vi) Pan/tilt speed
- vii) Image/ Screen size.

#### **2.1.3.6 Reception Area Services**

Reception area services at ground floor of building shall be provided on six days of a week from Monday to Saturday as per shift schedule mentioned in SOR/BOQ i.e. excluding Sundays and National Holidays. The scope of services shall include but not limited to:

- i) Guiding the visitors/Residents/Officers to the intended destinations
- ii) Issue/receipts of proxy card to/from visitors
- iii) Maintaining the visitor register

#### **2.1.3.7 Telephone Operation Services**

Telephone operation services shall be provided on six days a week from Monday to Saturday as per shift schedule mentioned in SOR/BOQ i.e. excluding Sundays & National Holiday. The scope of services shall include but not limited to:

- i) Receiving the incoming call & transferring to required destination.

#### **2.1.4 Quality Assurance**

Detailed quality assurance programme to be followed for the execution of Contract under various divisions of works will be mutually discussed and agreed to.

The Contractor shall establish, document and maintain an effective quality assurance system.

Quality Assurance System and plans/procedures of the Contractor shall be furnished in the form of a QA manual. This document should cover details of the personnel responsible for the quality assurance and plans or procedures to be followed for quality control. The quality assurance system should indicate organizational approach for quality control and quality assurance at all stages of work at site.

Owner reserves the right to inspect/witness, review any or all stages of work at site as deemed necessary for quality assurance.

#### **2.2 SCOPE OF SUPPLY**

All materials, equipment, consumables etc. required for successful completion of the works and not specifically mentioned as to be supplied by Owner shall be supplied by the Contractor at their sole cost and expense. Only the materials, which are specified as Free Issued OR supplied by Owner, shall be supplied/issued by Owner and all other materials shall be supplied by the Contractor at their cost.

#### **2.3 TIME SCHEDULE**

The service period for providing facilities Management Services Covering Security, House Keeping & Horticulture works shall be 5 (Five) years.

Lead time of 15 (Fifteen) days shall be given to the Contractor before deployment of personnel at site.

The bidder must familiarize himself fully with the installations (at no extra cost to Owner) before taking over existing assets installed in Ayakar Bhawan, Vaishali, Ghazabad (U.P). Shortfall & deficiency shall jointly be recorded. The Contractor shall also prepare OEM spare list and a list of all usable spare available for the equipment which maintenance is in scope of Contractor at the time of taking over.

Initially the contract agreement shall be formulated for the 05 (Five) years which can be extended further, at the discretion of the Owner, on mutually agreed terms depending upon the Contractor performance which shall be reviewed at the end of each year. However, Owner reserves the right to rescind the contract agreement at any time by giving 1 (One) month notice if the services of the Contractor are not found satisfactory or up to the standards or at any stage, it is found that Bidder has secured the contract through fraudulent means, documents, information based on which the bid of the successful bidder has been accepted or non-fulfillment of any other serious obligation on the part of the Contractor as per provision of tender/contract. The decision of Owner in respect of above will be final in this regard.

## **2.4 FACTORS TO BE CONSIDERED FOR PRICING**

**2.4.1** The following items are included in the service charges quoted for Manpower:

- i) Salary of workers
- ii) Salary of all supervisors
- iii) ESIC Payment
- iv) PF Payment
- v) Bonus Payment
- vi) Medical Allowance
- vii) Charge for Uniform and Shoes
- viii) Laundry Charge for the Uniforms
- ix) Conveyance Paid to and from the work place
- x) Insurance

**2.4.2** The following items are not included in the Contract price. The same may be either provided by Owner or reimbursed separately if required to be performed by the Contractor.

- i) Service charges payable to workers, beyond the timings stipulated in the Contract on specific requirement of Owner.
- ii) Deputation of additional workmen on Owner's request for extra jobs.
- iii) Liquid Soap for hand wash
- iv) Tissue papers and toilet rolls
- v) Guest toiletry items e.g. Eau-de-cologne, electric shaver etc.
- vi) Cost of laundry charges of the linen, if any
- vii) Room Sprayers
- viii) Bathroom Air Fresheners
- ix) Utility charges like water, electricity etc

### **2.4.3 In the event that the Contract is not renewed or is terminated**

- i) The Contractor shall furnish Owner with a detailed handover plan and schedule at least two (2) months prior to the effective date of the termination. The handover plan and the detailed schedule shall be subject to Owner approval.
- ii) The Contractor shall be responsible to conduct a detailed handover of the complete system to the next Contractor during last two (2) months of the contract. The handover shall be conducted concurrently with the ongoing normal support required of the Contractor without affecting the maintenance of a service level. Similarly, if the Contractor is asked to take over the maintenance of a system, he is to work with the previous maintenance personnel to understand the system. The taking over of the system shall be conducted concurrently with the ongoing normal maintenance support required of the Contractor without affecting the maintenance service level.
- iii) Proper documents will be exchanged between both the parties (Owner and the Contractor) at the beginning of the contract and during handing over of the job on

expiry of the contract and/or on termination. These documents will clearly indicate the details of the state of equipments, the inventory and asset details; the knowledge base and the data transferred etc. when placed under the services of the vendor and at the time of handing over. The documents will be duly signed by the authorized representatives of Owner and the Contractor.

#### **2.4.4 Services**

All the services in general shall be provided as per schedule/working given in the SOR/BOQ herewith.

#### **2.4.5 Holidays**

According to Owner requirement, the manpower to be deputed on holidays may change. Therefore, the Contractor has to cooperate on such issues.

#### **2.4.6 Cost Reimbursable Services**

For any additional services requested by Owner outside the stated scope of work and/or for which the price has not been agreed upon, a prior approval from Owner in writing before commencing such service, will be required.

#### **2.4.7 Cost Reimbursable Items**

If the Contractor is requested to procure certain items/services on behalf of Owner including but not limited to, toiletries and consumable, Owner review and written approval will be required prior to procurement or placing of order.

#### **2.4.8 Owner's Obligation**

Following facilities will be provided free of cost by the Owner to the Contractor's personnel working on site.

- i) The Owner will provide space for setting up a control room. The control room will have seating arrangement for Facility Manager and for Supervisor and will be equipped with a computer work station. The Contractor shall arrange for all other items namely time keeping machine, computerized inventory of stores, computerized daily duty roster, chart etc. The house keeping staff of the Contractor shall first report to the Facility Manager / Supervisor in the control room and subsequently deployed for duty after having been checked for liveries, upkeep, issue of equipment and material etc.
- ii) The Owner will provide space for a store room. The Facility Manager / Storekeeper / Supervisor deployed by the Contractor shall store all their liveries, material, equipments in the store room and maintain a computerized record of the stores.
- iii) Wash room facility for the personnel deployed by the Contractor.
- iv) The Owner will depute its officials(s) to ensure that the office rooms, committee rooms etc. are open at designated hours for cleaning / housekeeping work.
- v) Telephone for the Contractor's key personnel. However, operating expenses including usages charges for telephone shall be borne by the Contractor. The Owner will provide dedicated telephone instrument and connection only.
- vi) The Contractor will get power and water free of cost.
- vii) **Additional / Extra works** : Owner reserves the right to execute any additional works/extra works, during the execution of work, either by themselves or by appointing any other agency, even though such works are incidental to and necessary for the completion of works awarded to the Contractor.

#### **2.4.9 Contractor's Obligation**

**2.4.9.1** The following facilities shall be provided by the Contractor to its staff working at the site.

- i) PPE (Personnel Protective Equipments).
- ii) Tools and Tackles.

iii) Aluminum ladder / Stools.

**2.4.9.2** In addition the Contractor shall ensure deployment of following minimum machinery and equipment at the site of the Owner and confirm the availability of same.

i) Scrubbing Machine – 5 No's.

ii) Auto Scrubber Machine.

iii) Wet / Dry Vacuum cleaning machine – 5 No's

iv) High Pressure jet, Wringer Trolley, Caddy bucket etc.

v) Necessary tools and tackles including ladders, garbage trolley – 6 No's. Safety devices etc. for cleaning and maintenance of the complex.

vi) Lawn Mower Machine (with roller – 3 No's) and other necessary tools for horticulture works.

**2.4.9.3** i) The Contractor shall:

a) Ensure Pest / Animal and Rodent free environment in the premises of the Owner covered under the contract.

b) Ensure that its housekeeping Managers / Supervisors are equipped with mobile phones.

c) Arrange to install an electronic time punching machine and submit an electronically generated attendance sheet alongwith the monthly bills. The Manager / Supervisor deployed by the Contractor shall be responsible for checking the liveries, equipments etc. to be provided to each of the staff of the Contractor.

d) Arrange for garbage disposal, bins and other material required for segregation and disposal of waste in a professional manner.

e) Provide a roster chart giving floor wise / area wise / station wise deployment plan.

f) Maintain garden, trees, outdoor and indoor plants on regular basis and shall arrange for all durables, consumables, tools, equipments & machinery required for gardening work and for the maintenance work.

g) Provide standard liveries, approved by the Owner, for its housekeeping staff / Supervisors / Managers with their identity properly displayed.

h) Plan, manage collection, mechanized screening / segregation of dry and wet garbage in the earmarked areas and efficient transport and disposal of the garbage in the disposal area. The work should be carried out in a eco-friendly manner. The Contractor shall ensure that the garbage collection / disposal work does not adversely affect the surroundings or personnel deputed for the work.

ii) The Contractor shall deploy ladies workers for ladies toilets.

iii) The Contractor shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities.

iv) Staff deployed by the Contractor shall perform their duties at the premises of Owner with due diligence and take all precautions to avoid any loss or damage to the Government property / person.

v) Be it private or public areas, security personnel of the Owner shall have the authority to frisk the staff of the Contractor while entering or leaving the premises of the Owner .

vi) The Owner, or its officers/staff will not extend any loans or advances to any staff of the Contractor working on sites. The Owner or its officers / staff will not entrust any valuables or keys of any cabin / office / enclosure where confidential / valuable documents / items / assets are stored to the staff members of the Contractor.

vii) The Contractor shall ensure regular and effective supervision of the personnel deployed by him.

viii) The Contractor shall also be bound to discharge obligations as provided under various statutory enactments including the Employees Provident Fund & Miscellaneous Act, 1952, Employees Pension Scheme, 1995, ESI Act 1948, Contract Labour (Regulation

and abolition) Act, 1970, Minimum Wages Act 1948, Payment of Wages Act 1936, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Workmen's Compensation Act 1923, Works Contract Act, 1999 and other relevant Acts, Rules and Regulations in force and as amended from time to time and are in force in the State where the scope of supply under this Contract are executed.

- ix) The Contractor shall ensure that its employee(s) / labourers refrain from smoking / consuming alcohol and other intoxicant substance or carrying any inflammable substances etc., inside the premises, while on duty.
- x) The Contractor shall furnish details of proposed makes and supplies and supply the same after obtaining Owner's approval.
- xi) **Coordination with other agencies** : Contractor shall be responsible for proper coordination with other agencies operating at the site of work so that work may be carried out concurrently, without any hindrance to others. Owner shall resolve disputes, if any, in this regard, and his decision shall be final and binding on the Contractor.

#### 2.4.10 Personnel

2.4.10.1 The Contractor shall deploy competent, skilled and trained personnel having following minimum requirements to perform services under this agreement. All personnel shall carry proper identity cards and shall be dressed in uniform with badges displaying their name and designations at all times while on duty. The staff shall maintain discipline and conform to office etiquette. Owner may at any time instruct to remove undesirable staff of the Service provider at their sole discretion. The Owner can also verify the qualification of the deputed staff. No child labour will be permitted.

Position	Minimum Qualification	Minimum no. of Years experience relevant field	Nature of experience
Supervisor	Dip. in Hotel / House Keeping Mgmt	3	Hotel Industry / House Keeping
BMS/CCTV Operator	ITI Diploma	3	BMS/CCTV Operation & Maintenance
Data Entry Operator	Graduate	1	Basic Knowledge of Computer
Receptionist	Graduate	3	Experience in Office/Institutional building
Telephone Operator	Graduate	3	Experience in Teleconference
House Boys	8 <sup>th</sup> Standard	-	-
Sweepers	Literate	-	-
Cook	-	3	Cooking experience in three star hotel/canteen of PSU/Govt. Dept.

#### 2.4.10.2 Discipline

Employee(s)/labourers engaged/deputed for the subject job by the Contractor shall maintain punctuality and discipline. If any employee(s) / labourers engaged by the Contractor is found to be undisciplined, misbehaving with Owner's authorized representatives and/or officer/staff, or found under the influence of any intoxicant, Owner may ask the Contractor to replace such employee(s) /labourers and the Contractor shall then forthwith comply with such instruction.

### 2.4.10.3 Prohibition

The Contractor shall ensure that its employee(s) /labourers refrain from smoking/consuming alcohol and other intoxicant substance or carrying any inflammable substances etc., inside the premises, while on duty.

### 2.4.11 Mobilization Time

Lead-time of fifteen (15) days shall be given to the Contractor for deployment of personnel to the site.

Immediately after mobilization, the Contractor will be required to setup a store in the premises, wherein material will be provided by Owner as per the advice and recommendation of the Contractor. The Ownership of material in the store shall be that of Owner only. However, relevant record is to be maintained by the Contractor for inspection of Owner at any time. The Contractor shall advice Owner from time to time regarding reordering level of material in the store, which shall depend upon frequency of consumption.

### 2.4.12 Action against damage to Owner's property

Any damage caused to the premises/interiors of the building while performing the contract, due to negligence of the Contractor's manpower, shall be made good immediately at his own cost or shall be recovered from the pending bills of the Contractor. In this regard the decision of Owner shall be final.

The Contractor shall strictly adhere to the statutory regulations viz., Minimum Wages Act, PF Act, ESI scheme, Insurance & other regulations covering labour contract.

In case of any injury is caused while the agency is carrying out its job, it is the responsibility of the Contractor to attend to the need of the aggrieved, and the Owner will stand indemnified against any claim / damage / compensation.

### 2.4.13 Penalty

2.4.13.1 The Contractor shall deploy competent, skilled and trained personnel to perform services under this agreement. All personnel of the Contractor shall carry proper identity cards and shall be dressed in uniform. The staff shall maintain discipline and conform to office etiquette.

2.4.13.2 The Contractor should ensure to maintain the adequate number of manpower as indicated in the following table (Strength indicated is minimum, however, Contractor is required to increase the same based on the need and scope of work), and also arrange a pool of standby housekeeping staff/ supervisor. In case any housekeeping staff / supervisor abstains from duty, the reliever of equal status shall be provided by the Contractor from existing pool of housekeeping staff. The penalty/deduction shall be levied in the event of failure on the part of Contractor to provide the minimum manpower required for providing services as per the Scope of Work of this Contract. The quantum of penalty/deduction that can be levied is mentioned against each in the following table:

S.No	Service type	Manpower Type	No. of Man power	Working Hours	Working days	Deduction/Penalty /Leviabale if minimum man power required is not made available
1	House keeping Services	House keeping Supervisors	1	Day shift (0700 to 1600)	6 days a week	Rs. 500/- per day
		Data Entry Operator	30	Day shift (0900 to 1800)		Rs. 500/- per day
		House Boys	20	Day shift (0900 to 1800)		Rs. 300/- per day
		Sweepers	20	Day shift (0700 to 1600)		Rs. 200/- per day

S.No	Service type	Manpower Type	No. of Man power	Working Hours	Working days	Deduction/Penalty /Leviable if minimum man power required is not made available
2	Reception Area Services	Receptionist	2	Day shift (0900 to 1800)	6 days a week	Rs. 500/- per day
3	Telephone Operation Services	Telephone Operator	2	Day shift (0900 to 1800)	6 days a week	Rs. 500/- per day
4	Horticulture Services	Gardener	2	Day shift (0900-1800)	6 days a week	Rs. 300/- per day
5	Security Services	Security Supervisor	1	Day shift (0900-1800)	6 days a week	Rs. 500/- per day
		Guards	16	Day shift (0900-1900)	7 days a week	Rs. 200/- per day
		Guards	12	3 shifts a day (8 hr. shift)	7 days a week	Rs. 200/- per day
		Guards with Arm	6	3 shifts a day (8 hr. shift)	7 days a week	Rs. 300/- per day
6	Access Control & Surveillance System	BMS/CCTV Operator	3	3 shifts a day (8 hr. shift)	7 days a week	Rs. 500/- per day
7	Guest House Services	Guest House Keeping Supervisor	3	3 shifts a day (1 person x 3 shift)	7 days a week	Rs. 500/- per day
		House Boys	6	3 shifts a day (2 person x 3 shift)	7 days a week	Rs. 300/- per day
		Cook	3	3 shifts a day (1 person x 3 shift)	7 days a week	Rs. 300/- per day

2.4.13.3 Whenever and wherever it is found that the cleanliness is not up to the mark, it will be brought to the notice of the supervisory staff of the Contractor by the Owner and if no action is taken within one hour, or in case of any deficiency noticed by the Owner, in non maintenance of equipment/systems, standards of cleaning, security services & performance of services of any personnel deployed by the Contractor, penalty of Rs. 10,000/- shall be imposed by the Owner on the Contractor on first occasion and Rs. 20,000/- on subsequent occasions, which shall be recovered from the Contractor's bill due for payment. This penalty provision shall be in addition to the penal provisions provided elsewhere in this contract.

2.4.13.4 Any misconduct/ misbehavior on the part of the manpower deployed by the Contractor shall not be tolerated and such person shall have to be replaced by the Contractor at its own costs, risks and responsibilities immediately, with written intimation to the Owner. However, Owner may at any time instruct to remove undesirable staff of the Service provider at their sole discretion.

2.4.13.5 Any deviation in the material quality & quantity quoted will invoke penalty as decided by the Owner. For proper maintenance, suitable cleaning materials which are environment friendly, not harmful to human and Govt. property, should be used.

2.4.13.6 If any worker (deployed by the Contractor) arrives late (or leaves early) but permitted to perform duty, pro-rata deduction of the duty rate would be made on hourly basis. If a person deployed by the Contractor is absent on a particular day or comes late/ leaves early on three occasions, one day's wage shall be deducted. However, no habitual late comers would be allowed to work and it shall be the responsibility of the Contractor to provide substitute.

2.4.13.7 If a worker of the Contractor proceeds on leave or leaves the job, it shall be the responsibility of the Contractor to provide a substitute immediately. In case a substitute is not provided, a deduction of charges shall be made on a pro-rata basis from the monthly

bills. Further, if a substitute is not provided within 3 days, deduction @ double the charges per worker shall be made.

## **GENERAL OBLIGATIONS**

### **(CHAPTER – III)**

#### **3.1 INTERPRETATION OF CONTRACT DOCUMENTS**

The several documents forming the contract are to be taken as mutually explanatory of one another. Should there be any discrepancy, inconsistency, error or omission in the Contract Documents, or any of them, the matter shall be referred to the Owner for his decision which shall be final and conclusive and the Contractors shall carry out the work in accordance with such decisions.

Works shown upon the drawings but not mentioning in the specifications or described in the specifications without being shown on drawings shall nevertheless be held to be included in the same manner as if they had been specifically shown upon the drawings and described in the specifications.

##### **3.1.1 Headings and Marginal Notes.**

All headings and marginal notes of the clauses of these General Conditions of Contract or of and to the specifications or any other tender document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof or of the contract.

##### **3.1.2 Singular and Plural**

In these contract documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.

#### **3.2 CONTRACTOR TO OBTAIN HIS OWN INFORMATION**

The Contractor in fixing his rate shall for all purpose whatsoever be deemed to have himself independently obtained all necessary information for the purpose of preparing his tender. The correctness of the details, given in the Tender Document to help the Contractor to make up the tender, is not guaranteed.

The Contractor shall be deemed to have examined the contract documents, to have generally obtained his own information in all matters whatsoever that might effect carrying out the works at the scheduled rates and to have satisfied himself to the sufficiency of his tender.

Any error in description or quantity or any other aspect in scheduled rates or omissions there from shall not vitiate the contract or release the Contractor from executing the work comprised in the contract according to drawings and specifications at the scheduled rates. He is deemed to know the scope, nature and magnitude of the work and the requirements, of materials and labour and the type of work involved etc.; and as to what all he has to do to complete the works in accordance with the contract documents whatever be the defects, omissions or errors that may be found in the Contract Documents. The Contractor shall be deemed to have visited the surroundings and to have satisfied himself as to the nature of all existing structures, if any, and also as to the nature and condition of the Railways, roads bridges and culverts, means, of transport and communications whether by land, water or air, and as to possible interruptions, there to and the access and agrees from the site to have made enquiries, examined and satisfied himself as to the sites for obtaining sand, stones, bricks and other materials, the sites for disposal of surplus materials the available accommodation as to whatever required as depots and such other buildings as may be necessary for executing and completing the works, to have made local independent enquiries as to the subsoil, sub-soil water and variations thereof, storms, prevailing winds, climatic conditions and all other similar matters affecting these works.

The Contractor is deemed to have acquainted as to its liability for payment of Government taxes, customs duty and other charges.

Any neglect or failure on the part of the Contractor in obtaining necessary and reliable information upon the foregoing or any other matters affecting the contract shall not relieve him from any risks or liabilities or the entire responsibility from completion of the works at the schedule rates and time in strict accordance with the contract documents.

No verbal agreement or inference from conversation with any officer or employee of Owner either before or after the execution of the Contract Agreement shall in any way affect or modify any of the terms of obligations herein contained.

### **3.3 SECURITY DEPOSIT**

A sum of 10% of the annual value of contract shall be deposited by the person / persons whose tender may be accepted (herein after called the Contractor) as security deposit with Owner within 10 days of receipt by him of the notification of acceptance of tender or the Letter of Intent. Contractor may note that payment towards running bill shall not be paid unless & until SECURITY DEPOSIT is deposited with Owner. Security deposit shall be released only after expiry of the contract period within 3 months. The Earnest Money Deposited by successful bidder will be returned only after the submission of the Security Deposit by the bidder.

EMD furnished along with the offers by unsuccessful bidders shall be returned to them within 30 days of award of work.

Contractor shall furnish the security deposit amount through a Bank Guarantee from any Schedule 'A' Bank in the form prescribed.

All compensation or other sums of money payable by the Contractor to Owner under terms of this contract may be deducted from or paid by the sale of a sufficient part of his security deposit or from any sums which may be due or may become due to the Contractor by Owner on any account whatsoever and in the event of his security deposit being reduced by reason of any such deductions or sale as aforesaid, the Contractor shall within ten days thereafter make good aforesaid any sum or sums which may have been deducted from or realized by sale of his security deposit, or any part thereof. No interest shall be payable by Owner for sum deposited as security deposit.

### **3.4 FORCE MAJEURE**

Any delay in or failure of performance of either party hereto shall not constitute default hereunder or give to any claims for damages if and to the extent such delays or failure of performance is caused by occurrence such as Acts of God or the public enemy; expropriation or confiscation of facilities by Government authorities, compliance with any order or request of any Governmental authority, acts of war, rebellion or sabotage or damage resulting there from, fires, floods, explosion, riots or illegal strikes. The Contractor shall keep record of the circumstances referred to above which are responsible for causing delays in the completion of work and bring these to the notice of the Owner .

### **3.5 RIGHT OF OWNER TO FOREFIT SECURITY DEPOSIT**

Whenever any claim against the Contractor for the payment of a sum of money arises out of or under the Contract including deficiency in performance of services , Owner shall be entitled to recover such sum by appropriating in part or whole, the security deposit of the Contractor forming whole or part of such security deposit. In the event of the security deposit being insufficient or if no security deposit has been taken from the Contractor, then the balance or the total sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time there after may become due to the Contractor under this or any other contract with Owner and should this be not sufficient to cover the recoverable amount the Contractor shall pay to Owner on demand the balance remaining due.

### **3.6 ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED**

In any case in which under any clause of this contract the Contractor shall have forfeited the whole of his security deposit (whether paid in one sum or deducted by installments) or have committed a breach of any of the terms contained in this contract Owner shall have power to adopt any of the following courses as they deem best suited to its interest.

- 3.6.1** To rescind the contract (of which rescission notice in writing to the Contractor under the hand of the Owner shall be conclusive evidence) in which case the security deposit of the Contractor shall stand forfeited and be absolutely at the disposal of Owner.
- 3.6.2** To employ labour paid by Owner and to supply materials to carry out the work or any part of the work debiting Contractor with the cost of labour and the price of the materials of the amount of which cost and price, a certificate of the Owner shall be final and conclusive against the Contractor, and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the Contractor under the terms of his contract. The certificate of the Owner as to the value of the work done shall be final and conclusive against the Contractor.
- 3.6.3** To measure up the work of the Contractor and to take such part thereof as shall be unexecuted out of his hands and to give it to another Contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Contractor, the whole work had been executed by him (of the amount of which excess the certificate in writing of the Owner shall be final and conclusive) shall be borne and paid by the original Contractor and may be deducted from any money due to him by Owner under the contract or otherwise or from his security deposit or from the proceeds of sale thereof, or a sufficient part thereof.

In the event of any of the above courses being adopted by Owner, the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any agreements or made any advances on account of or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid the Contractor shall not be entitled to recover or be paid any sum for any work therefore actually performed under this contract unless and until the Owner will certify in writing the performance of such work, and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

### **3.7 CONTRACTOR REMAINS LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE 3.6**

In any case in which any of the powers conferred upon Owner by **clause 3.6** thereof shall have become exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a Waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the Contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit, and liability of the Contractor for past and future compensation shall remain unaffected. In the event of Owner putting in force the powers under **sub-clause 3.6.1, 3.6.2 or 3.6.3** vested in it under the preceding clause, Owner may, if it so desires, take possession of all or any tools; plant materials and stores in or upon the works or the site thereof or belonging to the Contractor or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates or in case of these not being applicable in current market rates to be certified by Owner whose certificate thereof shall be final, otherwise the Owner may give notice in writing to the Contractor or his clerk of the works, foremen or other authorized agent requiring him to remove such tools, plant materials or stores from the premises (within a time to be specified in such notice), and in the event of the Contractor failing to comply with any such requisition, the Owner may remove them at the Contractor's expense or sell them by auction or private sale on account of the Contractor and at his risk

in all respects without any further notice as to the date, time or place of sale and the certificate of the Owner as to the expense of any such removal and the amount of the proceeds & expense of any such sale shall be final and conclusive against the Contractor.

### **3.8 OWNER NOT BOUND BY PERSONAL REPRESENTATION**

The Contractor shall not be entitled to any increase on the schedule of rates or any other right or claim whatsoever by reason of any representation, explanation or statement on alleged representation, promise or guarantees given or alleged to have been given to him by any person.

### **3.9 CHANGE IN CONSTITUTION**

Where the Contractor is a partnership firm the previous approval, in writing, of Owner shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu Undivided family business concern, such approval as aforesaid shall, likewise be obtained before such Contractor enters into any agreement with other parties, where under, the reconstituted firm would have the right to carry out the work hereby undertaken by the Contractor. In either case if previous approval as aforesaid is not obtained, the contract shall be deemed to have been allotted in contravention and the same action may be taken and the same consequence shall ensue as provided.

### **3.10 IF THE CONTRACTOR DIES**

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, Owner shall have the option of terminating the contract without compensation to the Contractor.

### **3.11 MEMBERS OF OWNER NOT INDIVIDUALLY LIABLE**

No Director, or Officer, official or employee of Owner shall in any way be personally bound or liable for the acts or obligations of Owner under the contract or answerable for any default or omission in the observance or performance of any of the acts, matters, or things which are herein contained.

### **3.12 CONTRACTOR'S OFFICE AT SITE**

The Contractor shall maintain an office at the site for the accommodation of his agent and staff and such office shall be opened from 0800 Hrs to 2000 Hrs on all days (including Saturday & Sunday), except on public holidays to receive instructions/notices or other communications. But even on these days, (viz, public holiday/national holiday) Contractor shall depute staff to handle emergencies and shall provide their names & telephone numbers to Owner at least 48 hours prior to the public holiday.

### **3.13 CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT**

**3.13.1 Contractor's Staff:** The Contractor after the award of the work should name the person responsible for the work, to whom equipment and materials, if any, will be issued and to whom all site instructions and notices can be issued. He should have necessary Power of Attorney which shall be deposited with the Owner in original.

**3.13.2 Contractor's staff strength :** The Contractor shall provide, to the satisfaction of the Owner sufficient and qualified staff to superintend the execution of the works, competent sub-agents, Engineering assistants, foremen and leading hands including those specially qualified by previous experience to supervise the types of works comprised in the contract in such a manner as will ensure work of the best quality, expeditious working and proper supervision shall be employed, and whenever in the opinion of the Owner this is not the case, additional and properly qualified supervisory staff shall be employed by the Contractor without additional charge on account thereof. The Contractor shall ensure to the satisfaction of Owner that sub-Contractors, if any, shall provide competent and efficient supervision over the

work entrusted to them. Where so required, the Contractor shall furnish an organization chart as well as full details of staff.

**3.13.3 Conduct of Contractor's Staff :** The Contractor shall be responsible for the proper behavior of all the staff, foremen, workmen and others, and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality, the Contractor shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interests of the community or of the proprietor or occupiers of land and properties in the neighborhood and in the event of such employee so trespassing, the Contractor shall be responsible therefore and relieve Owner of all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the Owner upon any matter arising under this clause shall be final.

**3.13.4** If and whenever any of the Contractor's or sub-Contractor's agents, sub-agents, assistants, foremen or others employees shall in the opinion of Owner be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the Owner, it is undesirable for administrative or any other reason for such person or persons to be employed in the works, the Contractor if so directed by the Owner, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall not again be employed in connection with the works without the written permission of the Owner. Any person so removed from the works shall be immediately replaced at the expense of the Contractor by a qualified and competent substitute. Should the Contractor be requested to repatriate any person removed from the works, he shall do so and shall bear all costs in connection herewith.

**3.13.5** If and when required by Owner all Contractors personnel entering upon the premises shall be properly identified by badges displaying their name & designation and uniform of type acceptable to Owner which must be worn all times on the premises of the company and all work sites.

#### **3.14 SUB LETTING OF WORK**

No part of the contract nor any share or interest there in shall in any manner or degree be transferred, assigned or sublet by the Contractor directly or indirectly to any firm or corporation whatsoever except as provided for in the succeeding sub-clause, without the consent writing of the Owner .

The Owner may give written consent to sub-contract for the execution of any part of the works at the site, being entered into by the Contractor provided each individual sub contract is submitted to the Owner before being entered into and is approved by him.

##### **3.14.1 List of Sub-Contractors to be Supplied:**

At the commencement of every month the Contractor shall supply to the Owner list of all sub-Contractors or other persons or firms engaged by the Contractor and working at the site during the previous month with particulars of the general nature of the sub-Contractors or works.

##### **3.14.2 Contractor's Liability not Limited By Sub-Contractor s:**

Notwithstanding any sub-letting with such approval as aforesaid and notwithstanding that the Owner shall have received copies of any sub-contracts, the Contractor shall be and shall remain solely responsible for the quality and proper and expeditious execution of the contract in all respects as if subletting or subcontracting had not taken place and as if such work had been done directly by the Contractor.

##### **3.14.3 Owner may Terminate SubContractor s**

If any sub-Contractor engaged upon the works at the site executes any work which in the opinion of the Owner is not in accordance with the contract documents, the Owner may give written notice to the Contractor requiring him to terminate such sub-contract and the

Contractor upon the receipt of such notice shall terminate such sub-contract and the latter shall forthwith leave the works, failing which the Owner shall have the right to remove such sub-Contractors from the Site.

**3.14.4 No remedy for action taken under this clause**

No action taken by the Owner under the clause shall relieve the Contractor of any of his liabilities under the contract or give rise to any right to compensation, extension of time or otherwise, failing which the Owner shall have the rights to remove such sub-Contractors from the site.

**3.15 POWER OF ENTRY**

If the Contractor,

- i) Does not commence the work in the manner previously described in the contract documents or if he shall at any time in the opinion of the Owner .
- ii) Fail to carry on the works in conformity with the contract documents, or
- iii) Fails to carry on the works in accordance with the time schedule, or
- iv) Substantially suspend work or the works for a period of fourteen days without authority from the Owner, or
- v) Fail to carry on and execute the works to the satisfaction of the Owner , or
- vi) Fail to supply sufficient or suitable constructional plant, temporary works, labour, materials or things, or
- vii) Commit or suffer or permit any other breach of any of the provisions of contract on his part to be performed or observed or persist in any of the above mentioned breaches of the contract for fourteen days, after notice in writing shall have been given to the Contractor by the Owner requiring such breach to be remedied, or
- viii) If the Contractor shall abandon the works, or
- ix) If the Contractor during the continuance of the contract shall become bankrupt, make any arrangement or composition with his creditors, or composition with his creditors, or permit any execution to be levied or go into liquidation whether compulsory, or voluntary (not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction).

Then, in any such case, the Owner shall have the power to enter upon the works and take possession thereof and of the materials, temporary works, constructional plant, and stock thereon, and to revoke the Contractor's license to use the same, and to complete the works by his agents, other Contractors, or workmen, or to relit the same upon any terms and to such other person, firm or corporation as the Owner in his absolute discretion may think proper to employ, and for the purpose aforesaid to use or authorize the use of any materials, temporary works, considered plant, and stock as aforesaid, without making payment or allowance to the Contractor for the said materials other than such as may be certified in writing by the Owner to be reasonable, and without making any payment or allowance to the Contractor for the use of the said temporary works, constructional plant and stock or being liable for any loss for damage there to, and if the Owner shall by reason of his taking possession of the works or of the works being completed by other Contractor (due account being taken of any such extra work or works which may be omitted) then the amount of such excess as certified by the Owner shall be deducted from any money which may be due for work done by the Contractor under the contract and not paid for any deficiency shall forthwith be made good and paid to Owner by the Contractor and Owner shall have power to sell in such manner and for such price as Owner may think fit and or any of the

constructional plant, materials etc.; construction by or belonging to and to recoup and retain the said deficiency or any part there of out of the proceed of the sale.

### **3.16 NOTICES**

Any notice hereunder may be served on the Contractor or his duly authorized representative at the job site or may be served by registered, mail direct to the address furnished by the Contractor. Proof of issue by Owner of any such notice would be conclusive of the Contractor having been duly informed of all contents therein.

### **3.17 RIGHTS OF VARIOUS INTERESTS**

Wherever the work being done by any department of the Owner or by other Contractors employed by the Owner the respective rights of the various interests involved shall be determined by the Owner to secure the completion of the various portions of the work in general harmony.

### **3.18 DETERMINATION & TERMINATION OF CONTRACT**

The Owner reserves the right to assess the Contractor's performance and to terminate the Contract at any stage during the currency of the Contract without giving any reasons thereof by giving 1 (One) month notice in writing.

#### **3.18.1 Right of Owner to Determine & Terminate Contract**

- i) Owner, shall, at any time, be entitled to determine and terminate the contract, if in its opinion the cessation of the work becomes necessary owing to paucity of funds, change in scheme or from any other cause, whatsoever, in which case the cost of approved materials at the site at current market rates as verified and approved by Owner and of the value of the work done to date by the Contractor shall be paid for in full at the rates specified in the contract. A notice in writing from the Owner to the Contractor of such determination and termination and the reason therefore shall be the conclusive proof of the fact that the contract has been so determined and terminated by Owner.
- ii) Should the contract be determined under sub-clause (i) of this clause and the Contractor claims payments to compensate expenditure incurred by him in the expectation completing the whole of the work, the Owner shall consider and admit such claims, as are deemed fair and reasonable and are supported by vouchers to his satisfaction. The decision of Owner on the necessity and propriety of any such expenditure shall be final and conclusive and be binding on the Contractor.

#### **3.18.2 Mutual Rescission**

No mutual rescission of this contract or the mutual rescission of any obligation of either party hereto, shall be binding upon the other party unless such mutual rescission is reduced to writing and signed by both parties hereto.

#### **3.18.3 Bankruptcy**

If a petition of bankruptcy be filled by or against the Contractor, Owner may, at its opinion, and within sixty days of the filling of such petition cancel this contract and agreement provisions contained in **Clause 3.18.1** above shall apply in such a case.

### **3.19 PATENTS, ROYALTIES AND LIEN**

The Contractor, if licensed under and patent covering equipment, machinery, materials compositions of matter to be used or supplied or methods and process to be practiced or employed in the performance of this contract, agrees to pay all royalties and license fees which may be due with respect thereto. If any equipment, machinery, materials, composition of matters to be used or supplied or methods and processes to be practised or employed in the performance of this contract is covered by a patent, then the Contractor, before

supplying or using the equipment, machinery, materials, composition, methods or process shall obtain such licenses and pay such royalties and license fees as may be necessary for performances of this contract. In the event the Contractor fails to pay any such royalty or obtain any such license any suit for infringement of such patents which is brought against the Contractor or Owner as a result of such failure will be defended by the Contractor at his own expense and the Contractor will pay any damage and costs awarded in such suit. The Contractor shall promptly notify Owner if the Contractor has acquired knowledge of any plant under which a suit for infringement could be reasonably brought because of the use by Owner of any equipment, machinery, materials, composition, process, methods to the supplied hereunder.

The Contractor agrees to and does hereby grant to Owner together with the right to extend the same to any of the subsidiaries of Owner as irrevocably, royalty- free license to use in any country; any invention made by the Contractor or his employee in or as a result of the performance of the work under the contract.

Owner shall indemnify and save harmless the Contractor from any loss of account of claims against Contractor for the contributory infringement of patent rights arising out and based upon the claim the use by Owner of the process included in the design prepared by Owner and used in the operation of the plant infringes on any patent rights. With Contractor pursuant to the provisions of the relevant clause hereof the Contractor shall obtain from the sub-Contractor an undertaking to provide Owner with the same patent protection that Contractor is required to provide under the provisions of this clause.

All drawings, blue prints, tracings, reproducible, models, plans, specifications and copies thereof furnished by Owner as well as all drawings, tracings, reproducible, plans, specifications, design, calculations etc. prepared by the Contractor for the purposes of execution of work covered in or connected with this contract shall be the property of Owner and shall not be used for any other work but are to be delivered to Owner at the completion of the contract.

Where so desired by Owner, the Contractor agrees to respect the secrecy of any documents, drawings etc. issued to him for the execution of this contract, and restrict access to such documents, drawings etc. to the minimum and further, the Contractor agrees to execute an individual SECRECY agreement from each or any person employed by the Contractor having access to such documents, drawings etc. In any even at the Contractor shall not issue drawings and documents to any other agency or individual without the written approval by Owner.

### **3.20 Lien**

If, at any time there should be evidence of any lien or claim for which Owner might have become liable and which is chargeable to the Contractor, Owner shall have the right to retain out of any payment then due or thereafter becomes due an amount sufficient to completely indemnify Owner against such lien or claim and if such lien or claim be valid Owner may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the Contractor. If any lien or claim remaining unsatisfied after all payments are made, the Contractor shall refund or pay to Owner all moneys that the latter may be compelled to pay in-discharging such lien or claim including all costs and reasonable expenses.

The final payment shall not become due until the Contractor delivers to the Owner as complete release or waiver of all liens arising or which may arise out of this agreement or receipts in full or certification by the Contractor in a form approved by Owner that all invoices for labour, materials and services have been paid in lien thereof and if required by the Owner in any case, an affidavit that so far as the Contractor has knowledge or information the releases and receipts include all the labour and material for which a lien could be filled.

Contractor will indemnify and hold Owner harmless for a period of two years after the issue of final certificate from all liens and other encumbrances against Owner on account of debts

or claims alleged to be due from the Contractor or his sub-Contractor to any person including sub-Contractors and on behalf of Owner will defend at his own expenses any claim or litigation in connection therewith Contractor shall defend or contest at his own expense any fresh claim or litigation brought against Owner or the Contractor by person including even after the expiry of two years from the date of issue of final certificate.

Contractor shall indemnify and save harmless Owner from and against all actions, suits proceedings, losses, costs damages, charges claims and demands of every nature and description brought or recovered against Owner by reason of any act or omission of the Contractor, his agents or employees in the execution of the work or in regarding the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Owner without references to the actual loss or damage sustained and whether or not any damage shall have been sustained.

### **3.21 PUBLICITY**

Contractor shall not disclose details of the work to any person or persons except those engaged in its performance, and only to the extent required for the particular portion of the work being done.

Contractor will not give any items concerning details of the work to the press or a news dissemination agency without prior written approval from Owner. Contractor shall not take any picture on site without specified written approval of Owner representative.

### **3.22 OPERATION OF CONTRACT**

#### **3.22.1 Governing Laws & Jurisdiction:**

The terms and provisions of this Contract shall be governed and interpreted in accordance with the laws of India in force and is subjected to and referred to the court law located at New Delhi which shall have exclusive jurisdiction.

Regardless of the place of contracting, place of performance or otherwise, this agreement, and all amendments modifications, alterations, or supplements, thereto shall be governed by the law of Indian and particularly the State of Uttar Pradesh.

#### **3.22.2 Non-waiver of Defaults**

Any failure by Owner or Contractor at any time, or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of this Agreement, or to exercise a right hereunder, shall not constitute a waiver of such terms, conditions, or rights and shall not affect or impair same, or the right of Owner or Contractor, as the case may be, at any time to avail itself of same.

### **3.23 CONTRACTOR'S REMUNERATION**

The price to be paid by Owner to contractor for the whole of the work to be done and for the performance of all the obligations undertaken by the Contractor under the contract documents, shall be ascertained by the application of the respective schedule of rates (the inclusive nature of which is more particularly defined by way of amplification but not of limitation, with the succeeding sub-clause of this clause) and payment to be made according to the work actually executed and approved by the Owner. The extent expressly provided herein constitute the sole and inclusive remuneration of the contractor under the contract and no further or other payment whatsoever shall be or become due or payable to the contractor under the contract.

### **3.24 SCHEDULE OF RATES TO BE INCLUSIVE**

Schedule of Rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in executing, completing and handing over the work to Owner by the contractor. The contractor shall be deemed to have known the nature, scope, magnitude and the extent of the works and materials required, though the

contract documents may not fully and precisely furnish them. He shall make such provision in the Schedule of Rates as he may consider necessary to cover the cost of such item of work and materials as may be reasonable and necessary to complete the works. The opinion of the Owner as to the items of work which are necessary and reasonable for completion of work shall be final and binding on the contractor, although the same may not be shown on or described specifically in contract documents.

Generality of this present provision shall not be deemed to cut down or limit in any way because in certain cases it may and in other cases it may not be expressly stated that the contractor shall do or perform a work or supply articles or perform services at his own cost or without additional payment or without extra charges or words to the same effect or that it may be stated or not stated that the same are included in and covered by the Schedule of Rates.

### **3.25 SCHEDULE OF RATE TO COVER EQUIPMENT, MATERIALS, LABOUR ETC.**

Without in any way limiting the provisions of the preceding sub-clause the Schedule of Rates shall be deemed to include and cover the cost of all equipment, materials, labour, insurance, fuel, stores and appliances to be supplied by the contractor and all other matters in connection with each item in every respect maintained and as shown or described in the contract documents or as may be ordered in writing during the continuance of the contract.

### **3.26 SCHEDULE OF RATES TO COVER ROYALTIES, RENT AND CLAIMS**

The Schedule of Rates shall be deemed to include and cover the cost of all royalties and fees for all articles, processes, protected by letters, patent or otherwise incorporated in or used in connection with the works, also all royalties, rents and other payments in connection with obtaining materials of whatsoever kind for the works and shall include an indemnity of Owner which the contractor hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation or the use of the works of any such articles, processes or materials. Octroi or other Municipal or local Board charge, if levied on materials to be brought to site and removed from site for use on work or after completion of the work, shall be borne by the contractor.

### **3.27 SCHEDULE OF RATES TO COVER TAXES AND DUTIES**

No exemption or reduction of customs duties, excise duties, sales tax, quay or any part duties, transport carriages, stamp duties of Central or State Government or other body including one company or dues, taxes or charges (from or of any other body including the company), whatsoever will be granted or obtained all of which expenses shall be deemed to be included in and covered by the Schedule of Rates. The contractor shall also obtain and pay for all permits, or other privileges necessary to complete work.

### **3.28 SCHEDULE OF RATES TO COVER RISKS OF DELAY**

The Schedule of Rates shall be deemed to include and cover the risk of all possibilities of delay and interference with the contractor's conduct of the works which occur from any cause including orders of Owner in the exercise of his powers and on account of extension of time granted due to various reasons and for all other possible or probable causes of delay.

### **3.29 SCHEDULE OF RATES CANNOT BE ALTERED**

For work under unit rate basis, no alteration will be allowed in the schedule of rates by reason of works or any part of them being modified, altered, extended, diminished or omitted. The schedule of rates are fully inclusive rates which have been fixed by the contractor and agreed to by Owner and cannot be altered.

For lump sum contracts the payment will be made according to the work actually carried out, for which purpose an item-wise or work-wise schedule of rates shall be furnished, suitable for evaluating the value of work done and preparing running account bills.

## **PERFORMANCE OF WORK**

### **(CHAPTER – IV)**

#### **4.1 EXECUTION OF WORKS**

All the works shall be executed in strict conformity with the provisions of the contract documents and with such explanatory detailed drawings, specifications and instructions as may be furnished from time to time to the Contractor by the Owner whether mentioned in the contract or not. The Contractor shall be responsible for ensuring that works through-out are executed in the most substantial proper workman like manner with the quality of material and workmanship in strict accordance with the specifications and to the entire satisfaction of the Owner.

Wherever it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities/ materials, it is understood that the Contractor shall do so at his cost.

#### **4.2 COORDINATION AND INSPECTION OF WORK**

The Coordination and inspection of the day-to-day work under the contract shall be the responsibility of the Contractor. However, the Owners or its authorized representative shall have the authority to inspect the work as and when deem fit and give observations / instructions, if any, to the Contractor. In case of any disagreement between the Contractor and the Owner on the performance level of FMS / its personnel, the matter shall be discussed and resolved through discussions. The written instructions regarding any particular job will normally be passed by the Owner or his authorized representative. A work order book will be maintained by the Contractor for each section in which the aforesaid written instructions will be entered. These will be signed by the Contractor or his authorized representative by way of acknowledgement within 12 hours. This shall be in addition to instructions or orders issued in writing by the Owner.

#### **4.3 CONDITIONS FOR ISSUE OF MATERIALS**

- i) Materials specified as to be issued by Owner will be supplied to the Contractor by Owner from its stores. It shall be the responsibility of the Contractor to take delivery of the materials and arrange for its loading, transport, unloading and unloading at the site of work at his own cost. The materials shall be issued between the working hours and as per rules of Owner as framed from time to time.
- ii) The Contractor shall bear all incidental charges for the storage and safe custody of materials at site after these have been issued to him.
- iii) Materials specified as to be issued by Owner shall be issued in standard sizes as obtained from the manufactures.
- iv) It shall be duty of the Contractor to inspect the materials supplied to him at the time of taking delivery and satisfy himself that they are in good condition. After the materials have been delivered by Owner, it shall be the responsibility of the Contractor to keep them in good condition and if the materials are damaged or lost, at any time, they shall be replaced by him at his own cost according to the directions of the Owner .
- v) Owner shall not be liable for delay in supply or non -supply of any material which Owner has undertaken to supply where such failure or delay is due to natural calamities, act of enemies, transport and procurement difficulties and any circumstances beyond the control of Owner. In no case, the Contractor shall be entitled to claim any compensation or loss suffered by him on this account.

- vi) It shall be the responsibility of the Contractor to arrange in time all materials required for the works other than those to be supplied by Owner, if, in the opinion of the Owner the execution of the work is likely to be delayed due to the Contractor's inability to make arrangements for supply of materials which normally he has to arrange for, the Owner shall have the right at his own discretion to issue such materials if available with Owner or procure the materials from the market or elsewhere and the Contractor will be bound to take such materials at the rate decided by the Owner.

This, however, does not in any way absolve the Contractor of responsibility of making arrangements for the supply of such materials in part, or in full should such a situation occur nor shall this constitute a reason for the delay in the execution of the work.

- vii) The Contractor shall, furnish to the Owner sufficiently in advance a statement showing his requirement of the quantities of the materials to be supplied by Owner and the time when the same will be required by him for the works, so as to enable the Owner to make necessary arrangements for procurement and supply of the materials.
- viii) The Contractor shall, if desired by the Owner, be required to execute an indemnity bond in the prescribed form, for safe custody and accounting of all materials issued by Owner.
- ix) A day-to-day account of the materials issued by Owner shall be maintained by the Contractor indicating the daily receipt, consumption and balance in hand. This account shall be maintained in a manner prescribed by the Owner along with all connected papers viz. requisitions, issues, etc. and shall be always available for inspection in the Contractor's office at site.
- x) The Contractor should see that only the required quantities of materials are got issued. The Contractor shall not be entitled to cartage and incidental charges for returning the surplus materials, if any to the stores where from they were issued or to place as directed by the Owner .

Notwithstanding anything contained to the contrary in any or all the clauses of this contract, where any materials for the execution of the contract are procured with the assistance of Owner either by issue from store or purchases made under orders, or permits or licenses issued by Government, the Contractor shall hold the said materials as trustee for Owner and use such materials economically and solely for the purpose of the contract and not dispose them of without the permission of Owner and return, if required by the Owner, all surplus or unserviceable materials that may be left with him after the completion of the contract or its termination for any reason whatsoever on his being paid or credited such price as the Owner shall determine having due regard to the condition of the materials. The price allowed to the Contractor however, shall not exceed the amount charged to him excluding the storage charges, if any. The decision of the Owner shall be final and conclusive in such matters. In the event of breach of the aforesaid condition, the Contractor shall in terms of the licenses, or permits and/ or for the criminal breach of trust, be liable to compensate Owner at double the rate or any higher rate, in the event of those materials at that time having higher rate or not being available in the market, then any other rate to be determined by the Owner and his decision shall be final and conclusive.

#### **4.4 ARTICLES OF VALUE FOUND**

All gold, silver and other minerals of any description and all precious stones, coins, treasure, relics, antiquities and other similar things which shall be found in, under or upon the site shall be the property of Owner and the Contractor shall only preserve the same to the satisfaction of the Owner and shall from time to time deliver the same to such person or persons indicated by the Owner.

#### **4.5 DISCREPANCIES BETWEEN INSTRUCTIONS**

Should any discrepancy occur between the various instructions furnished to the Contractor, his agents or staff or any doubt arise as to the meaning of any such instructions or should there be any misunderstanding between the Contractor's staff and the Owner's staff, the

Contractor shall refer the matter immediately in writing to the Owner whose decision thereon shall be final and conclusive and no claim for losses alleged to have been caused by such discrepancies between instructions, doubts, or misunderstanding shall in any event be admissible.

#### **4.6 ACTION AND COMPENSATION IN CASE OF BAD WORK**

If it shall appear to the Owner that any work has been executed with unsound, imperfect or unskilled workmanship, or with materials of any inferior description, or that any materials or articles provided by the Contractor for the execution of the work are unsound, or of a quality inferior to the contracted for, or otherwise not in accordance with the contract, the Contractor shall on demand in writing from the Owner or his authorized representative specifying the work, materials or articles complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the work so specified and provide other proper and suitable materials or articles at his own charge and cost, and in the event of failure to do so within a period to be specified by the Owner in his demand aforesaid, the Contractor shall be liable to pay compensation at the rate of half per cent of the estimated cost of the whole work for the value of the whole work, while his failure to do so shall continue and in the case of any such failure the Owner may on expiry of notice period rectify or remove, and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respect of the Contractor. The decision of the Owner as to any question arising under this clause shall be final and conclusive.

#### **4.7 SUSPENSION OF WORKS**

- i) Subject to the provisions of sub-para (ii) of this clause, the Contractor shall if ordered in writing by the Owner, or his representative, temporarily suspend the works or any part thereof for such period and such time as so ordered and shall not after receiving such written orders, proceed with the work therein ordered to be suspended until he shall have received a written order to proceed therewith. The Contractor shall not be entitled to claim compensation for any loss or damage sustained by him by reason of this temporary suspension of the works aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid will be granted to the Contractor should he apply for the same provided that the suspension was not consequent to any default or failure on the part of the Contractor.
- ii) In case of suspension of entire work, ordered in writing by the Owner, for a period of more than two months, the Contractor shall have the option to terminate the contract.

## CERTIFICATES AND PAYMENTS

### (CHAPTER – V)

#### **5.1 MOBILISATION ADVANCE**

No mobilization advance shall be paid for the subject work.

#### **5.2 PROCEDURE FOR BILLING OF WORK IN PROGRESS**

The Contractor will submit a bill in approved Performa in Duplicate to the Owner of the work giving abstract and detailed measurement for the various items executed during a month, before the expiry of the 1<sup>st</sup> week of the succeeding month.

#### **5.3 LUMP-SUMS IN TENDER**

For the item in tender where it includes lump sums in respect of parts of work, the Contractor shall be entitled to payment in respect of the items at the same rates as are payable under this contract for such items, or if the part of the work in question is not in the opinion of the Owner capable of measurement or determination, the Owner may at his discretion, pay the lump sum amount entered in the tender or a percentage thereof and the certificate in writing of the Owner shall be final to any sum or sums payable to him under the provisions of this clause.

#### **5.4 PAYMENTS OF RUNNING ACCOUNT TO BE REGARDED AS ADVANCES**

All running account payments shall be regarded as payment by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-executed or be considered as an admission of the due performance of the contract, or any part thereof, in this respect, or of the accruing of any claim by the Contractor, nor shall it conclude, determine or affect in any way the powers of the Owner under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the contract. The final bill shall be submitted by the Contractor within one month of the date fixed for completion of the work. Otherwise, the Owner's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

#### **5.5 NOTICE OF CLAIMS FOR ADDITIONAL PAYMENT**

Should the Contractor, consider that he is entitled to any extra-payment or compensation or to make any claims whatsoever in respect of the works he shall forthwith give notice in writing to the Owner that he claims extra payment and/ or compensation. Such notice shall be given to the Owner within ten days, from the ordering of any work or happening of any event upon which the Contractor basis such claims. Notice shall contain full particulars of the nature of such claims with full details and amount claimed. Failure on the part of the Contractor to put forward any claim with the necessary particulars as above within the time above specified shall be an absolute waiver thereof. No omission by the Owner to reject any such claim and no delay in dealing therewith shall be a waiver by the Owner of any rights in respect thereof.

#### **5.6 PAYMENT OF CONTRACTOR'S BILL**

The monthly bills/invoices along with all supporting document in duplicate shall be submitted to Owner for payment. Owner will make efforts to make payment to the Contractor within 60 (Sixty) days of receipt of all necessary supporting documents

All payments to and recoveries from the Contractor shall be rounded off to the nearest rupee. Wherever the amount to be paid/recovered consists of a fraction of a rupee (paise), the amount shall be rounded off to the next higher rupee if the fraction consists of 50 (fifty)

paise or more and if the fraction of a rupee is less than 50 (fifty) paise, the same shall be ignored.

Payment due to the Contractor shall be made by the Owner, by Crossed 'Account Payee' cheque.

All payments shall be made in Indian currency.

#### **5.7 RECEIPT FOR PAYMENT**

Receipts for payment made on account of work when executed by a firm, must be signed by a person holding due power of attorney in this respect on behalf of the Contractor, except when the Contractor is described in his tender as a limited company in which case the receipts must be signed in the name of the company by one of its Principal Officers or by some other persons having authority to give effectual receipt for the company.

#### **5.8 PERFORMANCE/COMPLETION CERTIFICATE**

##### **5.8.1 Application for Performance/Completion Certificate:**

When the Contractor fulfills his obligation under the Contract he shall be eligible to apply for performance/completion certificate.

Owner shall issue to the Contractor the performance/completion certificate within one month after receiving an application in writing from Contractor after verifying from the completion documents and satisfying himself that the work/service have been completed in accordance with the contract documents.

#### **5.9 UNCONDITIONAL NO CLAIM CERTIFICATE**

5.9.1 Unconditional no claim certificate shall be furnished by the Contractor along with final bill with the intent that the final bill prepared by the Contractor shall reflect any and all claims whatsoever of the Contractor against the Owner arising out of or in contract or work performed by the Contractor.

#### **5.10 FIRM PRICES**

5.10.1 The Contract Price shall remain firm and fixed till the completion of Services / Work in all respect and no escalation in prices on any account shall be admissible to the Contractor.

## TAXES AND INSURANCE

### (CHAPTER – VI)

#### **6.1 TAXES, DUTIES, OCTROI, ETC.**

The quoted prices shall be deemed to be inclusive of all taxes, duties, cess etc. such as excise duty, sales tax, custom duty, Value Added Tax, VAT on works contract/ works contract tax, octroi, entry tax etc except service tax. Applicable service tax shall be paid in first running bill & subsequent running bills shall be entertained only after producing proof of payment of service tax to the concerned authority for previous month already paid to the Contractor. The Income tax at the prevailing rate will be deducted from Contractor's bills as per Income Tax Act.

Notwithstanding the foregoing, Owner shall not bear any liability in respect of:

- i. Personal taxes on the personnel deployed by the Contractor, his Sub-Contractor and Agent, etc.
- ii. The Corporate Taxes, any other taxes on income in respect of Contractor and his Sub-Contractor and other Agents, Indian or foreign based.
- iii. Any other taxes/ duties/ levies.

**PAYMENT OF TAXES** : The Contractor shall be fully and exclusively responsible for the payment (and liable for all consequences in the event of default) of any and all taxes, duties, cess, levies, VAT, service tax, works contract tax etc now or hereafter imposed, increased or modified from time to time in respect of the above job and all contributions and taxes for unemployment compensation, insurance and old age pensions and amenities now or hereafter imposed by any law of the Government/local bodies which are imposed with respect to or covered by the wages, salaries or other compensation paid to the persons employed by the Contractor. Owner shall have no liability whatsoever concerning the employees/labourers of the Contractor. The Contractor shall keep Owner indemnified against all losses or damage or liability arising out of or imposed in the case of employees.

The Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes, duties, octrois, royalties etc. now or hereafter imposed, increased, or modified, and all sales tax duties, octrois, royalties etc. now in force and thereafter increased, imposed or modified from time to time in respect of works and materials and all contribution and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Governmental authority or other local authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to by the persons employed by the Contractor or by his sub-Contractor and the Contractor shall be responsible for the compliance with all obligations and restrictions imposed by the Labour Law or any and the Contractor further agrees to comply, and to secure the compliance of all sub-Contractors, with all applicable Central, States, Municipal and local laws and regulations and requirements of any Central, State or Local Governmental or other agency or authority. Contractor further agrees to defend, indemnify and hold harmless from any liability or penalty which may be imposed by the Central, State or local authorities by reason of any violation by Contractor or sub-Contractor of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against Owner arising under growing out of, or by reason of the work provided for by this contract, whether brought by employees of the sub-Contractor by third parties, or by Central or State Government authority of any administrative sub-division thereof, or other local authorities.

#### **6.2 INSURANCE**

The Contractor shall at his own cost and initiative take out and maintain at all times until the expiry / termination of the Contract, insurance policies in respect of workmen engaged by him for providing services under this Contract, in order to keep himself as well Owner fully indemnified from and against all claims whatsoever including but not limited to those arising out of the provisions contained in Workmen's Compensation Act, 1923. Should the Contractor fail to take insurance as provided for in the foregoing paragraph, Owner shall be entitled (but without any obligation to do so) to take such insurance at the cost and expense of the

Contractor and without prejudice to any other rights or remedies of Owner in this behalf, to deduct the sum(s) incurred thereof from any amounts due to the Contractor.

Contractor shall at his own expenses carry and maintain insurance with reputable insurance companies to the satisfaction of Owner as follows:

i) Employees State Insurance Act.

The Contractor agrees to and does hereby accept full and exclusive liability for the compliance with obligations imposed by the Employees State Insurance Act, 1948, as amended from time to time and the Contractor further agrees to defend, indemnify and hold Owner harmless from any liability or penalty which may be imposed by Central, State or local authority by reason of any asserted violation by Contractor or sub-Contractor of the Employees' State Insurance Act. 1948, and its amendments and also from all claims, suits or proceedings that may be brought of by reason of the work provided for by this contract whether brought by employees of the Contractor, the sub-Contractor or his employees by third parties or by Central or State Govt. authority or any administrative sub-division thereof, or other local authorities.

The Contractor agrees to fill in with Employees' State Insurance Corporation, the Declaration Forms and all forms which may be required in respect of the Contractor's or sub-Contractor's employees. Who are employed in the work provided for or those covered by ESI from time to time under the Agreement. The Contractor shall deduct and secure the agreement of the sub-Contractor to deduct the employees' contribution as per the first Schedule of the Employee's State Insurance Act from wages and affix the Employee's Contribution card at wages payment intervals. The Contractor shall remit and secure the agreement of the sub-Contractor to remit to the State Bank of India, Employee's State Insurance Corpn. Accounts, the employer's contribution as required by the Act, the term employer being understood as the Contractor.

The Contractor agrees to maintain all cards and records as required under the Act in respect of employees and payments and the Contractor shall secure the agreement of the sub-Contractor to maintain such records. Any expenses, incurred for making contributions or maintaining records whether by Contractor or his sub-Contractor shall be to the Contractor's account.

Owner shall retain such sum as may be necessary from the total contract value until the Contractor shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, and its amendments from time to time have been paid.

ii) Workman's Compensation & Employer's Liability Insurance

Insurance shall be affected for all the Contractor's employees engaged in the performance of this contract. If any of the work is sublet, the Contractor shall require the sub-Contractor to provide Workman's Compensation and employer's responsibility insurance for the latter's employees if such employees are not covered under the Contractor's Insurance.

iii) Any other Insurance required under Law or Regulations or by Owner.

Contractor shall also carry and maintain any and all other insurance which he may be required under any law or regulations from time to time. He shall also carry and maintain any other insurance which may be required by Owner.

### 6.3 DAMAGE TO PROPERTY

Contractor shall be responsible for making good to the satisfaction of the Owner any loss of and any damage to properties belonging to Owner or being got executed or procured or being procured by Owner or of other agencies within the premises of all the works of Owner if such loss or damage is due to fault and/ or the negligence or willful act or omission of the Contractor, his employees, agents, representatives or sub-Contractors.

## LABOUR LAWS AND SAFETY REGULATIONS

### (CHAPTER – VII)

#### 7.1 LABOUR LAWS

- i) No staff below the age of 18 (eighteen) years shall be employed on the work.
- ii) The Contractor shall not pay less than what is provided under law to labourers engaged by him or his sub-Contractors on this work, for work done other than on item rates basis, labour rates shall not exceed the standard rates prevailing in locality for the respective classes of labour employed.
- iii) The Contractor shall at his expenses comply with all labour laws and keep the Owner indemnified in respect thereof.
- iv) The Contractor shall exclusively be liable for non-compliance of the provision of any Acts, laws, rules and regulations having bearing over engagement of labour / workers(s), directly or indirectly for subject work under this Contract.

#### 7.2 CONTRACTOR TO INDEMNIFY OWNER

- i) The Contractor shall indemnify Owner and every member, officer and employee of Owner, claims, demands, costs and expenses whatsoever arising out of any failure by the Contractor in the performance of the obligations on relevant labour laws, Acts, regulations, etc. and under the contract documents. Owner shall not be liable for or in respect of any demand or compensation payable by law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the Contractor or his sub-Contractor and Contractor shall indemnify and keep indemnified Owner against all such damage and compensation and against all claims, damage, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- ii) The Contractor hereby undertakes to indemnify Owner against all actions, suits, proceedings, claims, losses, damages etc., which may arise under Minimum Wages Act, Fatal Accident Act, Workmen Compensation Act, Shops & Establishment Act, Family pension & Deposit Linked Insurance scheme or any other Act or statutes not herein specifically mentioned but having any direct or indirect application for the person(s) engaged under this contract by him.
- iii) The Contractor shall defend, indemnify and hold Owner harmless from any liability, which may be imposed by the Central, State or local authorities and also from all claims, suits arising out of or by reason of the work provided by this contract including any liability that may arise out of accident, whether brought by the employees/labourers of the Contractor or by the third parties or by the Central or State Government authority or any sub-division thereof.
- iv) Owner shall not be responsible for any claim/compensation that may arise due to damages/injuries/pilferage to the Contractor's employee(s)/ staff/labourers under any circumstances while an employee(s) /labourer is engaged in the Owner's/ Owner's duty under the contract.
- v) The Contractor shall make regular and full payment of wages/salaries including overtime/night halt allowance etc. as applicable as per rules in force and any other payments due to his employees/labourers and furnish necessary proof whenever required by Owner
- vi) **Payment of Claims and Damages**

Should Owner have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by Owner shall be charged and paid by the Contractor and the Contractor shall not be at liberty to dispute or question

the right of Owner to make such payments, notwithstanding same may have been made without his consent or authority or in law or otherwise to the contrary.

- vii)** In every case in which by virtue of the provision of section 12, sub-section (1) of workmen's compensation Act 1923 or other applicable provision of Workman's Compensation Act of any other Act, Owner is obliged to pay compensation to workman employed by the Contractor in execution of the Works, Owner will recover from the Contractor the amount of the compensation so paid; and without prejudice to the rights under section 12, sub-section (2) of the said Act, Owner shall be at liberty to recover such amount or any thereof by deducting it from the security deposit or from any sum due to the Contractor whether under this contract or otherwise. Owner shall not be bound to contest any claim made under section 12, sub-section (1) of the said Act, except on the written request of the Contractor and upon his giving to Owner full security for all costs for which might become liable in consequence of contesting such claim.

**vii) Employment Liability**

- a) The Contractor shall be solely and exclusively responsible for engaging or employing persons for the execution of work. All employees engaged by the Contractor shall be on his/their pay-roll and paid by him/them. All disputes or differences between the Contractor and his/their employees shall be settled by him/them. Owner has absolutely no liability whatsoever concerning the employees of the Contractor. The Contractor shall indemnify the Owner against all loss or damage or liability arising out of or in the course of his/their employing persons or relations with his/their employees. The Contractor shall make regular and full payment of wages and salaries to his employees and furnish necessary proof whenever required by the Owner. In case of any complaint by any employee of the Contractor or his sub-Contractor regarding non-payment of wages, salaries or other dues, Owner reserves the right to make such payments directly to such employee or sub-Contractor of the Contractor and recover the amount in full from the bills of the Contractor, and the Contractor shall not claim any compensation or re-imbursment thereof. The Contractor shall comply with the Minimum wages Act applicable to the area with regard to payment of wages of his employees and also of employees of his sub-Contractor.

- b) The Contractor shall advise in writing to all his employees and the employees of his sub-Contractor as follows :

"It is to be fully understood that your appointment is only in connection with our facility management contract with Owner and that it does not give you any right or claim for employment with Owner".

**7.3 SAFETY REGULATIONS**

- i) In respect of all staff, directly or indirectly employed in the work for the performance of Contractor's part of this agreement, the Contractor shall at his own expense arrange for all the safety provisions as per safety codes of CPWD, Indian Standards Institution, the Electricity Act, and such other Acts as applicable.

- ii) The Contractor shall observe and abide by all fire and safety regulations.

The Contractor's staff shall abide by the existing security and safety rules/ regulations/ precautions as per instruction issued to them from time to time by Owner. The Contractor and its staff may also be required to pledge secrecy and non-divulgence of the nature of the work of Owner that may prejudice the interests of Owner. Contractor shall also ensure to engage persons by him whose character and antecedents have been got verified by him and furnish a certificate, in a form and manner prescribed by Owner.

The Contractor undertakes to ensure due and complete compliance with all laws, regulation, rules etc. whether of the Central Government or the State Government or of any other competent authority applicable to the workmen employed or whose services are others wise availed of by the Contractor whether in connection with the construction work at the site or otherwise. The Owner shall have the right to inspect the records maintained by the Contractor concerning such workmen from time to time and the Contractor shall whenever required by the Owner produce such records as the Owner may call upon the Contractor to produce for the Owner inspection in order to ascertain whether or not the requirements of all such laws, regulations, rules etc. have been complied with by the Contractor. In the event of any contravention of such laws, regulations, rules etc. coming to light whether as a result of such inspection or to otherwise the Owner shall have the right to require the Contractor to effect such compliance within such time as the Owner prescribe in that behalf and in the event of the Contractor failing to effect such compliance within the time prescribed by the Owner then the Owner shall without prejudice to his other rights be entitled to withhold from the amount payable to the Contractor any amount payable to the workmen under any such laws, regulations or rules and to make payment thereof to the workmen. The Owner shall also have in that event the right to terminate the contract with immediate effect and to exercise powers reserved to the Owner under the contract as a result of termination.

## **ARBITRATION**

### **(CHAPTER – VIII)**

#### **8.1 SETTLEMENT OF DISPUTES BY ARBITRATION**

All disputes or differences whatsoever which may arise at any time during execution of the Contract shall be mutually settled by Owner and Contractor as per provision of the Contract. However, in the event such disputes cannot be settled mutually, such disputes shall be settled as per the Arbitration and Reconciliation Act, 1996 of the Govt. of India and its subsequent amendments. In case of disputes with the Central PSUs, they shall be settled as per the Guidelines of the Govt. of India.

However, during the period such disputes are settled either by mutual discussions between the parties or by legal means, Contractor shall continue to do the work as per terms & conditions of Contract.

##### **8.1.1 Settlement of Disputes by Arbitration other than mentioned in 8.1.2 below :**

Except where otherwise provided in the CONTRACT any question, dispute or difference that shall arise between Owner on the one hand and the Contractor on the other hand as to the facility management services, intent, meaning or effect of the CONTRACT DOCUMENTS, estimates or any one of them or as to the application of the SCHEDULE OF RATES, to the measurements taken or as to the materials or the quality thereof or as to execute the same whether arising during the progress of WORK, or within six (6) months of completion or abandonment thereof or as to any matter or thing, whether of the nature aforesaid or otherwise, however, arising out of or in any way relating to or connected with the CONTRACT then EVERY SUCH QUESTION, DISPUTE OR DIFFERENCE (except where otherwise herein expressly provided) shall be referred to a SOLE ARBITRATOR to be appointed by the parties by mutual consent within one (1) month from the date of notice of either party requiring an arbitrator to be appointed for resolving such disputes. In the event of the parties being unable to agree to a sole arbitrator within the specified time, the sole arbitrator shall be appointed by the Owner within one (1) month from the date of request made to him in this behalf by either party. Such submission shall be deemed to be a submission to arbitration within the meaning of the INDIAN ARBITRATION ACT 1940 or any statutory notification thereof. The AWARD of the sole Arbitrator shall be final and binding upon the parties.

These arbitration agreements between the parties clearly stipulate that the SOLE ARBITRATOR shall be required to give a SPEAKING AWARD.

Meanwhile in order to ensure the WORK being proceeded with continuity, the Contractor shall (in the case of any such question, dispute or difference) act upon and effect to the order of the Owner and no payment due or payable by the Owner to the Contractor or vice versa shall be withheld on account of such arbitration unless such payments are the direct subject of such arbitration proceedings.

Upon every such reference the costs incidental to the reference and award shall in first instance be incurred by respective parties and the arbitrator at his discretion may determine the amount thereof and direct as to by whom and to whom and in what manner the same shall be finally borne & paid.

The arbitration proceedings shall be held at the place of the registered office of the Owner only and the courts of the same place will have jurisdiction in the matter. It is also a term of CONTRACT that the party invoking ARBITRATION shall specify the dispute or disputes to be referred to ARBITRATION under this clause together with the amount or amounts claimed in respect of each such dispute.

It is also a term of the CONTRACT that if the Contractor does not make any demand for ARBITRATION within six (6) months of intimation from the Owner that the FINAL BILL is ready for payment, the claims of the Contractor will be deemed to have been waived and

absolutely barred and the Owner shall be discharged & released of all the liabilities under the CONTRACT.

The decision of the Owner regarding the quantum or reduction as well justification thereof in respect of rates for substandard work which may be decided to be accepted will be final and would not be open to arbitration.

**8.1.2 For the Settlement of disputes between Government Department and another and one Government Department and Public Enterprise and one Public Enterprise and another :**

In the event of any dispute or difference relating to the interpretation and application of the provisions of the CONTRACT, such disputes or differences shall be referred by either party to the Arbitration of one or the Arbitrators in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in charge of the Bureau of Public Enterprises. The Arbitration Act, 1940 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/ Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitrations intimated by the Arbitrator.

## SAFETY CODE – GENERAL

### (CHAPTER – IX)

#### **9.0 GENERAL**

Contractor shall adhere to safe work practice and guard against hazardous and unsafe working conditions and shall comply with safety rules as set forth herein.

#### **9.1 FIRST AID AND INDUSTRIAL INJURIES**

- i) Contractor shall maintain FirstAid facilities for his employees and those of his sub-Contractors.
- ii) Contractor shall make outside arrangements for ambulance service and for the treatment of industrial injuries. Names of those providing these services shall be furnished to Owner prior to start of work, and their telephone numbers shall be prominently posted in Contractor's office.
- iii) All critical industrial injuries shall be reported promptly to the Owner as also a copy of Contractor's report covering each personal injury requiring the attention of a Physician shall be furnished.

#### **9.2 GENERAL RULES**

- i) No person shall carry any photographic films, inflammable material within the premises of the project.

#### **9.3 DEMOLITION**

Before any demolition work is commenced and also during the process of the work.

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

#### **9.4 SAFETY EQUIPMENT**

All necessary personal safety equipment as considered adequate by the Owner, should be kept available for the use of the persons employed on the site and maintained in a condition suitable for immediate use, and the Contractor should take adequate steps to ensure proper used of equipment by those concerned.

- i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective gloves.
- ii) Those engaged in white washing and mixing or stacking of cement bags or any materials which are injurious to the eyes shall be provided with protective goggles.
- iii) Those engaged in welding and cutting works shall be provided with protective face and eye-shields, hand gloves etc.

- iv) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- v) When workers are employed in sewers and manholes, which are in use, the Contractor shall ensure that the manholes covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.
- vi) The Contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken.
  - a) No paint containing lead or lead product shall be used except in the form of paste of readymade paint.
  - b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a suitable surface having lead paint dry rubbed and scrapped.
  - c) Overall shall be supplied by the Contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during and or cessation of work.

#### **9.5 RISKY PLACES**

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

#### **9.6 HOISTING EQUIPMENT**

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

#### **9.7 ELECTRICAL EQUIPMENT**

Motors, Gearing, Transmission, Electric Wiring and other dangerous parts of hoisting appliance should be provided with efficient safe-guards. Hoisting appliances should be provided with such means as will reduce to the minimum risk of accidental descent of the

load. Adequate precaution should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats wearing apparels, such as gloves, sleeves and boots and insulated tools as may be necessary should be provided. The workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

**9.8 MAINTENANCE OF SAFETY DEVICES**

All ladders and other safety devices mentioned or described herein shall be maintained in safe conditions and no ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.

**9.9 DISPLAY OF SAFETY INSTRUCTIONS**

The safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at the works pot. The person responsible for compliance of the safety code shall be named therein by the Contractor.

**9.10 ENFORCEMENT OF SAFETY REGULATIONS**

To ensure effective enforcement of the Rules and Regulations relating to Safety Precautions, the arrangements made by the Contractor shall be open to inspection by Owner.

**9.11 NO EXEMPTION**

Notwithstanding the above **clauses from 9.0 to 9.10** there is nothing in these to exempt the Contractor from the operations of any other Act or Rules in force in the Republic of India.

In addition to the above, the Contractor shall abide by the Safety Code provisions as per C.P.W.D. and Indian Standard Safety code framed from time to time.

**PROFORMA OF BANK GUARANTEE**

**(On Non-Judicial Paper of appropriate value)**

To,

Directorate of Income Tax (Systems),  
ARA Centre, Ground Floor,  
E-2, Jhandewalan Extn.,  
New Delhi-110055

Dear Sirs,

Meassrs \_\_\_\_\_  
Have taken tender for the works of \_\_\_\_\_ for Directorate of  
Income Tax (Systems).

The General Tender Notice Provides that the tenderer shall alongwith his tender pay a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) as Earnest Money/ Initial Security Deposit, in the form therein mentioned. The form of payment of Earnest Money/ Security Deposit includes guarantee executed by Nationalized Bank undertaking full responsibility to indemnify Directorate of Income Tax (Systems) in case of default.

The said \_\_\_\_\_  
Have approached us and at their request and in consideration of the promises we \_\_\_\_\_ having our office at \_\_\_\_\_ have agreed to give such guarantee as hereinafter mentioned.

1. We \_\_\_\_\_ hereby undertake and agree with you that if default shall be made by Messrs \_\_\_\_\_ in performing any of the terms and conditions of the tender given by them or in payment of any money payable to Directorate of Income Tax (Systems), we shall on demand pay to you, in such manner as you may direct the said amount of Rupees \_\_\_\_\_ only or such portion thereof not exceeding the said sum as you may from time to time require.
2. You will have the full liberty without reference to us and without effecting this guarantee, to postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said \_\_\_\_\_ and to enforce or forebear from enforcing any powers or rights or by reason of time being given to the said \_\_\_\_\_ which under law relating to the sureties would but for the provision have the effect of releasing us.
3. Your right to recover the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. \_\_\_\_\_ and/or that any dispute or disputes are pending before any Officer, Tribunal or Court.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the said \_\_\_\_\_ but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liability or liabilities is paid.

5. Our liability under this guarantee is restricted to Rupees \_\_\_\_\_. Our guarantee shall remain in force until \_\_\_\_\_. Unless a claim under this guarantee is lodged with us within 6 (Six) months from the date of expiry of guarantee, all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.
6. We have power to issue this guarantee in your favour under our Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated \_\_\_\_\_ granted to him by the Bank.
7. We \_\_\_\_\_ lastly undertake not to revoke this guarantee during its currency except with your previous consent in writing.

Yours faithfully,

\_\_\_\_\_  
Bank  
By its Constituted Attorney

\_\_\_\_\_  
Signature of a person duly  
Authorized to sign on behalf  
of the Bank.

**PROFORMA OF AGREEMENT**

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_ (Year) (hereinafter shall be referred to as the "Agreement" which shall include its subsequent Amendments(s), if any, having Contract Effective date (CED) \_\_\_\_\_ [Date of issue of LOI/FOI or as mentioned in LOI/FOI], is executed for \_\_\_\_\_ [NAME OF WORK & project (Bidding Document No. \_\_\_\_\_)]

**BY AND BETWEEN**

President of India acting through the Directorate of Income Tax (Systems) hereinafter called DIT(S), which expression unless repugnant to its meaning or content thereof, shall include its executors, administrators, successors and permitted assignees) as **ONE PART**

**AND**

M/s \_\_\_\_\_, a company registered under \_\_\_\_\_ having its registered office at \_\_\_\_\_ [Full Address] (hereinafter shall be referred to as the "Contractor", which expression unless repugnant to its meaning or context thereof, shall include its executors, administrators, successors and permitted assignees) as **OTHER PART**

The above named companies shall also be individually referred to as "party" and collectively as "parties".

**WHEREAS :**

- a) DIT(S) being desirous of having provided and executed certain works mentioned, enumerated or referred to in the tender documents including Letter Inviting Tender, General Tender Notice, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Plans, Time Schedule of Completion of Jobs, Agreed Variations, other documents etc. has called for Tender.
- b) The Contractor has inspected the site and surroundings of the works specified in the tender documents and have satisfied himself by careful examination before submitting his tender as to the form and nature of site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and materials necessary for the execution of work. The means of access to site, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to, or implied in the tender documents or having any connection therewith, and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the Contract, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the work and which might have influenced him in making his tender.
- c) The tender documents including the notice/ letter inviting tender, general conditions of CONTRACT, special conditions of CONTRACT, schedule of rates, general obligations, specifications, drawings, plans, time schedule of completion of jobs, letter of acceptance of tender and any statement of agreed variations, with its enclosures copies of which are hereto annexed form part of this CONTRACT though separately set out herein and are included in the expression "CONTRACT" wherever herein used.

**AND WHEREAS :**

DIT(S) accepted the Tender of the Contractor for the provision and the execution of the said work at the rates stated in the Schedule of Quantities of works and finally approved by DIT(S) (hereinafter called the "Schedule of Rates") upon the terms and subject to the conditions of contract :

Now this Agreement witnesseth and it is hereby agreed and declared as follows :

1. In consideration of the payment to be made to the Contractor for the work to be executed by him, the Contractor hereby covenants with DIT(S) that the Contractor shall and will duly provide, execute and complete the said works referred to in the above documents mentioned and constituting the contract and shall do and perform all other acts and things in the Contract mentioned or described or which are to be implied therefrom or may be reasonably necessary for the completion of the said works at the times and in the manner and subject to the terms and conditions or stipulations mentioned in the Contract.
2. In consideration of the due provision, execution and completion of the said works DIT(S) does hereby agree with the Contractor that DIT(S) will pay to the Contractor the respective amounts for the work actually done by him and approved by DIT(S) at the Schedule of Rates and such other sum payable to the Contractor under provision of the Contract; such payment to be made at such time and in such manner as provided for in the Contract.
3. In consideration of the due provision, execution and completion of the said works, the Contractor does hereby agree to pay such sums as may be due to DIT(S) for the service rendered by DIT(S) to the Contractor, as set-forth in the said contract and such sums as may become payable to DIT(S) towards the controlled items of consumables materials or towards loss, damage to the equipment, materials, plant and machinery of DIT(S), such payments to be made at such time and in such manner as is provided in the Contract. It is specifically and distinctly understood and agreed between DIT(S) and the Contractor that the Contractor shall have no right, title or interest in the site made available by DIT(S) for execution of the works or works executed on the said site by the Contractor or in the goods, articles, materials, etc. brought on the said site (unless the same specifically belongs to the Contractor) and the Contractor shall not have or deemed to have any lien whatsoever charge for unpaid bills nor will be entitled to assume or retain possession or control of the site or structures and DIT(S) shall have an absolute and unfettered right to take full possession of the site and to remove the Contractor, his servants, agents and materials belonging to the Contractor and lying on the site.

The Contractor shall be allowed to enter upon the site for execution of the works only as a licensee simplicitor and shall not have any claim, right, title or interest in the site or the building and fixture, fittings, furniture and any equipment, installation, plant and machinery, materials and any other asset etc. thereon and DIT(S) shall be entitled to terminate such license at any time without assigning any reason.

The materials including sand, gravel, stone, loose, earth, rock, etc. dug up or excavated from the said site shall, unless otherwise expressly agreed under this contract, exclusively belong to the DIT(S) and the Contractor shall have no right to claim over the same and such excavations and materials should be disposed of on account of DIT(S) according to the instructions in writing issued from time to time by the DIT(S).

IN WITNESS whereof the parties have executed these presents in triplicate the day and the year first above written.

Signed and Delivered For and on  
behalf of \*Contractor

SIGNED AND DELIVERED FOR  
AND ON BEHALF OF THE  
PRESIDENT OF INDIA ACTING  
THROUGH THE DIRECTORATE  
OF INCOME TAX (SYSTEMS)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

DATE : \_\_\_\_\_

DATE : \_\_\_\_\_

PLACE : \_\_\_\_\_

PLACE : \_\_\_\_\_

In the presence of Two Witnesses

1. \_\_\_\_\_  
2. \_\_\_\_\_

1. \_\_\_\_\_  
2. \_\_\_\_\_

\* In the case of partnership to be signed by all partners or by one partner holding a General Power of Attorney and in case of company to be signed by all directors or the managing director.