



**Indian Academy of Highway Engineers
(Ministry of Road Transport & Highways)
Government of India**

REQUEST FOR PROPOSAL (RFP)

For

**Exterior Painting Work of Hostel and Substation Building at
Indian Academy of Highway Engineers, Sector-62, Noida
(E-Tendering Mode Only)**

November, 2024

A-5, Sector-62, Delhi-Meerut Expressway NH-9, Noida, UP -201301

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SECTION-1
NOTICE INVITING TENDER (NIT)

Indian Academy of Highway Engineers (IAHE) invites a **Percentage Rate Tender** through Open Competitive Bidding by E-Tendering mode for The Work of “**Exterior Painting Work of Hostel and Substation Building at Indian Academy of Highway Engineers, Sector-62, Noida**”

Schedule of Bidding Process is as follows:

NIT No.	IAHE/Admin/28/Hostel-Repairing/2023-24
Estimated Cost of the Work/Cost Put to Tender	Rs. 39,33,143/-
Performance Guarantee	5% of Contract Value
Bid Security Deposit	Rs. 1,00,000/-
Time Allowed for Work	6 Months
Date of Uploading the e-Tender on CPP portal	20.11.2024
Date of Pre bid Meeting in the chamber of Deputy Director	27.11.2024 (11.00 hrs)
Last Date and Time of Submission of Technical and Financial bids	11.12.2024 (15.00 hrs)
Last date of Submission of Requisite Documents in Hard Copy at IAHE	11.12.2024 (15.00 hrs)
Date of Opening of Technical Bids	12.12.2024 (15.30 hrs)

The complete RFP Document can be viewed/ downloaded from CPP portal. The Applicant shall submit the Technical Bid & Financial Bid online through Central Public Procurement Portal of Government of India.

The applicant shall submit the following document physically:

- Bid Security Deposit (DD or Online) of Rs. 1,00,000/- (Rupees One Lakh Only) as per Annexure-III of the RFP or MSME Certificate (if applicable).

The documents listed above shall be placed in an envelope, which shall be sealed. The envelope shall be submitted to IAHE on or before the deadline for submission of bids.

The envelope shall be addressed to the following:

The Deputy Director (SKG)
Indian Academy of Highway Engineers (IAHE)
A-5, Sector-62, Delhi-Meerut Expressway NH-9,
Noida-201301, U.P.

If the envelope is not sealed and marked as instructed above, the Client assumes no responsibility for the misplacement or premature opening of the contents of the BID submitted and consequent losses, if any, suffered by the Applicant.

Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be summarily rejected.

Please note that the IAHE reserves the right to accept or reject all or any of the bids without assigning any reason whatsoever.

(Sunil Kumar Gupta)
Deputy Director
For Director, IAHE
Phone No. - 0120-2975332
E-mail id - sunil.gupta78@gov.in

INSTRUCTIONS TO THE BIDDER

Bids are invited by Indian Academy of Highway Engineers (IAHE) to engage reputed, experienced and financially sound Firm/Company for **Exterior Painting Work of Hostel and Substation Building at Indian Academy of Highway Engineers, Sector-62, Noida.**

2. Qualifications Requirements

2.1 Similar Work Criteria:

For demonstrating experience in Similar Work execution criteria, the Bidder shall, over the past **Five** years preceding the Bid due date, has undertaken the works by itself, such that value of works, as further adjusted in accordance with updating factor is more than the values specified in Table-1 below.

TABLE-1 : Qualifying Conditions for Similar Work	
Description of Similar/Relevant Work	Experience of Completed Similar/Relevant Works
Painting/ Maintenance/ Interior Work / or / and Construction of Building	Experience of having successfully completed similar/relevant works over the past 5 years. Three similar works each of value not less than Rs. 15.73 lakhs OR Two similar works each of value not less than Rs. 23.60 lakhs OR One similar work each of value not less than Rs. 31.47 lakhs

Note:

i. All amounts are rounded off to a convenient figure. The value of executed works shall be brought to current costing level by enhancing the actual value of work as per following updating factor:

Year	Year-1	Year-2	Year-3	Year-4	Year-5
	2023 - 2024	2022- 2023	2021- 2022	2020- 2021	2019- 2020
Updating Factor	1	1.05	1.1	1.15	1.2

ii. In case of works executed in Government/ Semi Government Dept., the Completion Certificate issued by Executive Engineer or above level officer would be mandatory.

iii. For works executed in Private Firms, the Completion Certificate from the Representative of the Firms and Certificate from Statutory Auditor for the payment received for aforesaid similar work shall be furnished.

iv. For this purpose, a Work shall be considered to be completed.

v. The similar work details in absence of the Client Certificate and Statutory Auditor Certificate shall not be considered valid as per point (ii) and (iii) above.

vi. Joint Venture/ Associations etc. are not allowed.

Financial Capacity: The Bidder shall have a Minimum Average Annual Turnover (defined as billing for works in progress and completed in all classes of Civil Engineering Construction Works only) of **Rs. One Crore** for the last 5 (five) Financial Years (As per Annexure-VI). The Bidder shall provide a Statutory Auditor's Certificate specifying the Annual Turnover.

3. The Bidder should submit a copy of Power of Attorney as per the format at Annexure-II, authorizing the signatory of the bid to commit the Bidder.

4. The Bidder must read the terms and conditions carefully. It should only submit the bid if it considers itself eligible and is in possession of all the documents required.

5. Information and instructions for the Bidder posted on the CPP Portal shall form part of tender document.

6. The Complete Bidding Documents except Standard General Conditions of Contract can be seen and downloaded from website of CPP Portal free of cost. The CPWD Standard General Conditions of Contract Maintenance Works 2023 will also form the part of the contract documents.

7. The bidders not registered on the website mentioned above are required to get registered beforehand.

8. The bidder must have valid Class-III digital signature to submit the tender.

9. On opening date, the bidder can login and see the tender opening process. After opening of tenders it will receive the competitor tender sheets.

10. Integrity pact of the tender document shall be signed between the Deputy Director, IAHE and the successful bidder after acceptance of the tender.

11. If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder the tender shall become invalid.

12. It is mandatory to upload scanned copies of all the documents including GST Registration and applicable undertaking as mentioned in Annexure-I.

13. Brief Description of the Bidding Process: IAHE has adopted a single stage two part system (referred to as "**the Bidding Process**") for selection of the Bidder for award of the Project. Under this process, the bid shall be invited under two parts. Eligibility and Qualification of the Bidder will be first examined based on the details submitted under first part (Technical Bid) with respect to Eligibility and Qualifications Criteria prescribed in this RFP/ NIT. The Financial Bid under the second part shall be opened of only those Bidders

whose Technical Bids are responsive to Eligibility and Qualifications requirements as per this REP.

14. The Bid for The Works shall remain open for acceptance for a period of **120 days from the Bid due date**. If any bidder withdraws his bid before the said period or before the issuance of letter of acceptance, whichever is earlier, or makes any modifications in the Terms and Conditions of the Bid which are not acceptable to IAHE, then IAHE shall, without prejudice to any other right or remedy, be at liberty to forfeit 100% of the said Bid Security. Further, the Bidders shall not be allowed to participate in the Rebidding Process of the Work.

15. The Bids will be evaluated for the Project on the basis of the qualification criteria as mentioned in the RFP. Generally, the Lowest Bidder shall be the selected Bidder. In case such Lowest Bidder withdraws or is not selected for whatsoever reason, the Authority shall annul the Bidding Process and invite fresh Bids.

16. The work is estimated to cost of **Rs. 39,33,143/-**. This estimate, however, is given merely as a rough guide the quantities of the items may vary with respect to the quantities given in the RFP depending upon the actual condition of the site and actual measurement of the work to be executed. The payment of the items shall be done based on the actual work executed and not on the basis of the estimated item quantities in the RFP.

17. Agreement shall be drawn with the successful bidder. The Bidder shall quote their rates as per various Terms and Conditions of the RFP which will form a part of the agreement.

18. The Time allowed for carrying out the Work will be **Six (06) Months** from the Date of Start as defined in **Schedule 'F'**.

19. Small Scale Industry Bidders registered with the National Small Scale Industries Corporation or registered with MSME are exempted from Bid Security Deposit.

20. The Technical Bid submitted shall become invalid if:

(i) The Bidder is not qualified in accordance with the qualifying conditions mentioned in RFP.

(ii) Any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted **physically** in the office of tender opening authority.

(iii) The Bidder does not upload the Requisite Documents for Qualifying Conditions.

21. The Bidder, whose bid is accepted, will be required to furnish Performance Guarantee of 5% (Five Percent) of the Contract Value within the period specified in Schedule F. This Guarantee shall be in the form of Bank Guarantee (BG) in accordance with the Prescribed Form from any Scheduled/Commercial Bank operable at Noida/ Delhi. In case the successful bidder fails to deposit the said Performance Guarantee within the period as indicated in Schedule 'F' including the extended period if any, the Bid Security deposited by the bidder shall be forfeited automatically without any notice to the Bidder. The Bid Security deposited

along with bid shall be returned after receiving the aforesaid Performance Guarantee. **The Contractor whose bid is accepted will also be required to furnish either copy of applicable Licenses/ Registrations or proof of applying for obtaining Labour Licenses, Registration with EPFO, ESIC and BOCW Welfare Board and ensure the compliance of aforesaid provisions and the Program Chart (Time and Progress) within the period specified on Schedule F.**

22. The Bidders are advised to visit and inspect the site and its surroundings and satisfy themselves before submitting their bids as to the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidders shall be responsible for arranging and maintaining at his cost all materials, labour, tools & plants, water, electricity access, facilities for workers and all other services deemed required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by the Bidder implies that he has read this notice and all other contract documents and has made himself aware of the Scope and Specifications of the Work to be done and local conditions and other factors having a bearing on the execution of the work.

23. IAHE does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason at anytime of tendering process. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the Bidder shall be summarily rejected.

24. Canvassing whether directly or indirectly, in connection with the Bid is strictly prohibited and the Bids submitted by the Bidders who resort to canvassing will be liable to rejection.

25. No Engineer of gazette rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a Contractor for a period of One Year after his retirement from Government Service, without the previous permission of the Government of India in writing.

26. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the Bid or engagement in the Contractor's Service.

27. The Notice Inviting Tender shall form a part of the Contract Document. The successful Bidder/Contractor, on acceptance of his bid by IAHE shall within 15 days from the stipulated date of LoA (Letter of Acceptance), sign the contract consisting of:

a) The Notice Inviting Tender, all the documents including Additional Conditions,

Specifications, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.

b) CPWD General Conditions of Contract Maintenance Works, 2023

28. After acceptance of the bid, IAHE shall issue a Letter of Acceptance on behalf of IAHE. After the work is awarded, the Selected Bidder will have to enter into an agreement with the Deputy Director. It will be obligatory on the part of the Bidder to sign the contract within the 15 days of issue of Letter of Acceptance or the date indicated by the Authority whichever is later.

29. In case of reduction in scope of work, no claim on account of reduction in value of work, loss of expected profit, consequential overheads etc. shall be entertained.

30. The rates are including Goods & Service Tax (GST) as applicable in respect of the items. Nothing apart from this contract shall be payable separately to the Contractor.

31. Anything not mentioned in the contract agreement specifically, shall be governed by CPWD Works Manual 2022 and General Conditions of Contract Maintenance Works, 2023.

SECTION-2
FORMAT FOR TECHNICAL BID SUBMISSION LETTER

Percentage Rate Tender & Contract Works for the work of “Exterior Painting Work of Hostel and Substation Building at Indian Academy of Highway Engineers, Sector-62, Noida”

TENDER

I/We have read and examined the Notice Inviting Tender, Schedule A, B, C, D, E & F, Specifications Applicable, General Rules and Directions, Conditions of Contract, Clauses of Contract, Special Conditions, Bill of Quantities and Estimates & other documents and Rules referred to in the Conditions of Contract and all other contents in the Tender Document for the said Work.

I/We hereby tender for the execution of the work specified by IAHE within the time specified in Schedule ‘F’ viz., Bill of Quantities and in accordance with the specifications, and instructions in writing referred to in Rule- 1 of General Rules and Directions and in Clause 11 of the Conditions of Contract and with such materials and labour as are provided for, by and in respect of accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for **One Hundred And Twenty (120) Days** from the bid due date and not to make any modification in its Terms and Conditions.

A sum of **Rs One Lakh Only (1,00,000/-)** is hereby forwarded/transferred as Bid Security in the form of Demand Draft/ Bank Guarantee issued by a Scheduled Commercial Bank or MSME Certificate.

A copy of Bid Security or MSME Certificate (as per Annexure-III) must be scanned and uploaded (strike out as the case may be) along with Online Tender Document. If I/We, fail to furnish the prescribed Performance Guarantee within prescribed period, I/We agree that the said IAHE or its successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said Bid Security absolutely. Further, if I/We fail to commence Work as specified, I/We agree that IAHE or its successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said Performance Guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the Tender upon the Terms and Conditions contained in or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the General Conditions of Contract Maintenance Works of CPWD 2023.

Further, I/We agree that in case of forfeiture of Bid Security or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-Tendering Process of the Work.

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

Dated:

Signature of the Bidder/ Authorized person

Postal Address:

Telephone No:

Witness:

Address:

Occupation:

Email: _____

-----**Sample Letter of Acceptance of Tender**-----

No.....

Dated:

To

(Name and address of the contractor)

Subject: Exterior Painting Work of Hostel and Substation Building at Indian Academy Of Highway Engineers, Sector-62, Noida

Dear Sir (s),

It is to inform that your tender for the work mentioned above has been accepted by IAHE at your tendered amount of Rs..... (Rupees.....only), which is% below/ above the estimated cost of Rs..... (Rupees.....only).

2. It is requested to submit the Performance Security/ Guarantee of Rs..... (Rupees.....only) equivalent to 5% of Contract Value within **07 (seven)** days of issue of this letter. The Performance Guarantee shall be in the prescribed form as provided in Clause 1 of the General Conditions of Contract for CPWD Maintenance Manual 2023, and shall be valid up to.....

3. On receipt of the prescribed Performance Guarantee, necessary letter to commence the work shall be issued, and the site of work handed over to you thereafter.

4. It may please be noted that the time allowed for carrying out the work as entered in the tender 06 (six) months shall be reckoned from the day after the date of issue of the letter of acceptance.

**Yours faithfully,
Deputy Director
for Director, IAHE**

SECTION-3
PROFORMA OF SCHEDULES

SCHEDULE 'A'

Bill of Quantities: As per enclosed Bill of Quantities and Estimates

SCHEDULE 'B'

Schedule of materials to be issued to the contractor:

S.No.	Description of item	Quantity	Rates in figures & words at which the material will be charged to the Contractor	Place of issue
1	2	3	4	5
---- Nil ----				

SCHEDULE 'C'

Tools and plants to be hired to the contractor

S. No	Description	Hire charges per day	Place of Issue
1	2	3	4
---- Nil ----			

SCHEDULE 'D' Extra Schedule for specific requirements/ documents for the work, if any.	(i) General Conditions (ii) Integrity Agreement (iii) Minimum Quality Assurance Plan (iv) Special Conditions (v) Additional Technical Specifications (vi) Commercial Conditions
SCHEDULE 'E' Reference to General Conditions of Contract.	GCC Maintenance Manual for Central PWD Works 2023, CPWD Work Manual 2022 incorporating amendment up to last date of submission of Tender.
Name of Work	Exterior Painting Work of Office Building at Indian Academy Of Highway Engineers, Sector-62, Noida.
Estimated Cost of Work	Rs. 39,33,143/-
Bid Security Amount	Rs. 1,00,000/- or MSME Certificate
Performance Guarantee	5% of Contract Value
SCHEDULE 'F': GENERAL RULES & DIRECTIONS:	
Officer inviting tender	Deputy Director, Indian Academy of Highway Engineers, A - 5, Sector - 62, Noida.
Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined.	In accordance with Clause 12 of General Conditions of Contract of CPWD Maintenance Works 2023
Definitions:	
(i) Engineer-in-Charge	Deputy Director, Indian Academy of Highway Engineers, A- 5, Sector-62, Noida.
(ii) Accepting Authority	Director, Indian Academy of Highway Engineers, A-5, Sector-62, Noida.

(iii) Percentage on cost of materials and labour to cover all overheads and profits:	15%
(iv) Standard Schedule of Rates	DSR-2023 with upto date correction slip and market rates/ market rates for non-scheduled items
(v) Department	Indian Academy of Highway Engineers
(vi) Standard CPWD Contract Form	General Conditions of Contract for Central PWD Works Maintenance Manual 2023 incorporating amendments upto last date of submission of tender.
Clause 1	
(i) Time allowed for submission of Performance Guarantee, Program Chart (time and progress) and applicable Labour Licenses, Registration with EPFO, ESIC and BOCW Welfare Board or proof of applying thereof from the date of issue of letter of acceptance. (The Performance Security shall be valid for 2 months beyond the Defect Liability Period.)	7 days
(ii) Maximum allowable extension with late fee at 0.1% per day of Performance Guarantee amount beyond the period provided in (i) above	7 days
Clause 2	
Authority for fixing compensation under clause 2	Director, Indian Academy of Highway Engineers, A-5, Sector-62, Noida
Clause 2A	
Whether Clause 2A shall be applicable	No
Clause 5	
Number of days from the date of issue of letter of acceptance for reckoning date of start	15 days or the date indicated by Engineer-in-charge whichever is later
Note: Compensation due to delay on the part of the contractor shall be applicable as per clause 2 of GCC Maintenance Manual 2023.	
Time allowed for execution of work	06 (Six) Months
Authority to decide:	
(i) Extension of time	Director, Indian Academy of Highway Engineers, A-5, Sector-62, Noida .
(ii) Rescheduling of mile stones	Director, Indian Academy of Highway Engineers, A-5, Sector-62, Noida.
(iii) Shifting of date of start in case of delay in handing over of site	Director, Indian Academy of Highway Engineers, A-5, Sector-62, Noida.
Schedule of handing over of site	On start date of work

Clause 5.2: Nature of Hindrance Register (either Physical or Electronic)			NA
Clause 7			
Gross work to be done together with net payment/ adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment			Rs. 10 lakh or more; less than 10 lakh payments can only be made subject to requirement and approval of Director, IAHE.
Clause 7A Whether Clause 7A shall be applicable			Yes. No Running Account Bill shall be paid for the work till the applicable Labour Licenses, Registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the Contractor to the Engineer-in-Charge.
Clause 10A List of Testing Equipment to be provided by the Contractor at Site Lab as required to Completion and Testing of the Work to the satisfaction of Engineer-in-charge.			
Clause 10B (ii) Whether Clause 10 B (ii) shall be applicable			Not Applicable
Clause 10C Component of labour expressed as percent of value of work			Not Applicable
Clause 10CA			Not Applicable (Contractor should bear the risk of change of rate of materials)
S No.	Materials covered under this clause	Nearest Materials (other than Cement, Steel Reinforcement Bars and Structural Steel) for which All India Wholesale Price Index to be followed	Base Price and its corresponding period of all the materials covered under clause 10 CA (2021)
			Base Price (without GST) per MT (Rs.)
1	Cement	-	-NOT APPLICABLE-
(i)	Ordinary Portland Cement (PPC)	-	-NOT APPLICABLE-
2 (a)	Reinforcement Bars TMT-500D	-	-NOT APPLICABLE-
Clause 10CC			
Clause 10 CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column:			Not applicable for this work
Schedule of component of other Materials, Labour, POL etc. for price escalation.			
Civil Construction Materials (except materials covered under clause 10CA)/			Not applicable for this work

Electrical Construction Materials expressed as percent of Total Value of Work		
Component of Labour- expressed as percent of total value of work.	Not applicable for this work	
Component of P.O.L. expressed as percent of total value of work.	Not applicable for this work	
Clause 11		
Specifications to be followed for execution of work	CPWD Civil Specifications 2019, Volume-I and II with upto date correction slips till date of submission of tender and manufacturer’s specification wherever applicable.	
Clause 12		
Type of Work	Repair and Painting work	
Clause 16		
Competent authority for deciding reduced rates.	Director, Indian Academy of Highway Engineers, A-5, Sector-62, Noida.	
Clause 18: Tentative list of machinery, tools & plants to be deployed by the contractor at site:-		
No.	Equipment	Numbers (Tentative)
1.	All tools and plants necessary for Supply, Installation, Testing of all items of the bill of quantity of work shall be deployed by the Contractor at site. Necessary Testing Equipment and Meters For Testing of the Installation at site shall be brought at site. For Civil Work, any other machinery required for completion of the work as per decision of Engineer-in-Charge.	As per Actual requirement
2.	The rates quoted shall be all inclusive of appropriate scaffolding as per RFP and same should be installed at site as per directions of Engineer-in-charge.	As per Actual requirement
Note: The above list is only indicative and not exhaustive.		
Clause 25		
Constitution of Dispute Redressal Committee (DRC)		Director, IAHE
DRC shall constitute one chairman and two members		Director, IAHE
Place of Arbitration		Noida

Clause 36 (i)						
Requirement of technical representative(s) and recovery rate						
Sl. No	Minimum Qualification of Technical Representative	Designation of Technical Staff	Minimum experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
					Figures	Words.
1.	Graduate Engineer or Diploma Holder (Civil)	Principal Technical Representative	1 year or 2 years respectively	One	Rs. 45,000/- Per Month	Rs. Forty-Five thousand Per Month.
<u>Assistant Engineers retired from Government Services that are holding Diploma will be treated at par with Graduate Engineers.</u>						

SECTION-4
GENERAL CONDITIONS

1. The work has to be carried out in the premises of Indian Academy of Highway Engineers at Sector-62, Noida (U.P.).
2. The work in general shall be carried out in accordance with the CPWD Civil Specifications 2019 Vol. I & II with up-to-date correction slips unless and otherwise is specified in this tender document.
3. All the materials brought to the site by the Contractor for use in the work as well as Fabricated Work shall be subject to the Inspection and Approval by the Engineer-in-Charge. The Contractor shall be required as directed by the Engineer-in-Charge to get necessary tests carried out on Materials and Works. The samples of the materials shall be provided free of cost by the Contractor. All other incidental expenditure to be incurred for testing of samples e.g. Packaging, Sealing, Transportation, Loading, Unloading etc. shall be borne by the Contractor.
4. In case any material is rejected by the Engineer-in-Charge, the same shall be removed from the site within 48 hours, failing which the same shall be removed by the Engineer-in-Charge at risk and cost of the Contractor.
5. Royalty, Octoroi, Terminal Tax, GST or any other taxes/charges etc. at prevalent rates shall have to be paid by the Contractor himself and the rates quoted by him shall include these duties and taxes and nothing extra on this account shall be payable.
6. The Contractor shall take all safety precautions to avoid accidents by exhibiting caution boards and by providing necessary barriers barricading at his own cost and all other measures required from time to time. The Contractor shall be responsible for all damages and accidents due to negligence on his part.
7. The Contractor shall give due notices to Municipality, Police and/ or other authorities that may be required under the law/ rules under force and obtain all requisite permissions/ licenses for temporary obstructions/ enclosures and pay all charges which may be leviable on account of his execution of the work under the agreement. Nothing extra shall be payable on this account.
8. The sample material for any component of work needs Prior Approval of Engineer-in-Charge and Work Order for any item shall be issued only after the due approval is accorded by the Engineer-in-Charge. All materials shall be checked by the Engineer-in-Charge on receipt of the same at the site before use.
9. The Contractor shall carry out his work, so as not to interfere with or hinder the progress or completion of the work being performed by other contractor(s) or by the Engineer-in-Charge and shall as far as possible arrange his work and shall place and dispose off the materials being used or removed, so as not to interfere with the operations of other contractors, or he shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of Engineer-in-Charge.
10. The Contractor shall give the Engineer-in-Charge on the 4th day of each month, a progress report of the work done during the previous month. The progress of work will be reviewed periodically by the Engineer-in-Charge with the Contractor and shortfalls, if any, sorted out. The Contractor shall thereupon take such action as may be necessary to bring back his work to schedule without any additional cost to the IAHE.

11. The Contractor shall arrange carrying out of all tests required under the Agreement through the Laboratory as approved by the Engineer-in-Charge and shall bear all to and fro carriage charges in connection therewith. The cost of tests shall be borne by the Contractor.
12. The Contractor shall prepare an integrated program chart with mile stones of completion of whole work except day to day maintenance. The program chart should include the following:
- a) Descriptive note explaining sequence of various activities.
 - b) Network (PERT/ CPM/ Bar Chart) in MS Projects or any other approved Program by the Engineer-in-charge.
 - c) Program for Procurement of materials by the Contractor.
 - d) Program of Procurement of Machinery/ Equipments having adequate capacity, commensurate with the quantum of work to be done within the stipulated period, by the Contractor.
 - e) If at any time it appears to the Engineer-in-Charge that the actual progress of the work does not conform to the approved Program referred above, the contractor shall produce a revised Program showing the modifications to the approved Program to ensure completion of the work within the stipulated time for completion.
13. The submission for approval by the Engineer-in-Charge of such Programs or the furnishing of such particulars shall not relieve the Contractor of any or his duties or responsibilities under the contract. This is without prejudice to the right of the Engineer-in-Charge to take action against contractor as per terms and conditions of the agreement.
14. The contractor shall quote his rates considering the Estimated Quantities, Specifications, Terms & Conditions and particular Specifications and Special Conditions etc., and nothing extra shall be payable whatsoever unless otherwise specified.
15. The Contractor shall be responsible for coordinating the activities of all works and essential progress of works as per milestone and laid down Programs.
16. The Contractor shall be responsible for the watch and ward of the site/ property/ material provided by him against pilferage and breakage during the period of execution and thereafter till the work is physically handed over to IAHE.
17. Samples of all building materials, fittings and other materials/ articles required for execution of the work shall be approved from the Engineer-in-Charge. Materials/ articles manufactured by the Firms of Repute as indicated in Tender Documents and shall only be used. Materials/ Articles classified, as "First Quality" by the manufacturer shall only be used. All materials and articles brought by the Contractor to the site for use shall conform to the samples approved by the Engineer-in-Charge which shall be preserved till the completion of the work.
18. The Contractor shall be required to produce samples of all materials including material like sand, stone aggregates, reinforcement cleaning and anti-corrosive treatment, bonding coat, micro-concrete, PMM, paint, putty, cladding, steel work etc... to be arranged and procured by him sufficiently in advance to obtain approval of the Engineer-in-Charge. Subsequently the materials to be used in the actual execution of the work shall be strictly of the same quality of the samples approved. In case of variation in the quality, such materials shall be liable to rejection. The rejected material shall be immediately removed from the site of work by the Contractor at his own cost. If the contractor fails to remove the rejected material from the site

within 48 hours of their rejection by the Engineer-in-Charge or his authorized representative the same shall be removed at the risk and cost of the Contractor. No claim financially or otherwise shall be entertained on account of any rejection whatsoever.

19. The contractor shall ensure quality construction and execution in a planned and time bound manner. Any sub- standard material or work beyond set out tolerance limits shall be summarily rejected by the Engineer-in-Charge.

20. Even ISI marked materials shall be subjected to quality test at the discretion of the Engineer-in-Charge besides testing of other materials as per the Specifications described for the item/ material.

21. Whenever ISI marked materials are brought to the site of work; the Contractor shall, if required by the Engineer-in-Charge, furnish manufacturer's test certificate to establish that the material procured by the Contractor for incorporation in the work satisfy the provisions of IS Codes relevant to the Material and/or the Work done.

22. The Contractor shall make his own arrangement of potable water required for execution of work and nothing extra shall be paid for the same. The water used shall conform to the requirements as laid down in IS: 456-2000. Nothing shall be paid extra on this account.

23. The day to day receipt and issue accounts of different brands of cement shall be maintained separately in the standard proforma by the Junior Engineer/Assistant Engineer-in-charge of the work and which shall be duly signed by the Contractor or his Authorized Representative.

24. The Contractor should maintain the registers for cement, paint, water proofing compound and other materials as required by the Engineer-in-Charge and these should be signed by the Contractor or his Authorized Agent and the Representative of the Engineer-in-Charge.

25. IAHE shall provide the facility of electricity connection required by the Contractor for carrying out the work at site and the cost of energy consumed shall be deducted from each running bill at the prevailing rates notified by the Government of Uttar Pradesh / IAHE from time to time.

26. The Contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants or occupants of adjacent properties and to the public in general and to prevent any damage to such properties and any pollution of smoke, streams and water-ways. He shall make good at his cost and to the satisfaction of the Engineer-in-Charge, any damage to roads, paths, cross drainage works or public or private property, horticulture items whatsoever caused thereon by the contractor. All waste or superfluous materials shall be carried away by the contractor without any reservation entirely to the satisfaction of the Engineer-in-Charge at the Cost of Contractor.

27. The rates quoted by the contractor are deemed to be inclusive of site clearance, setting out work, profile, establishment of reference bench mark, spot levels, construction of all safety and protection devices, barriers, preparatory works, working during monsoon, working at all depths, heights and locations etc. unless specified in the Bill of Quantities.

28. No inflammable materials including P.O.L. shall generally be allowed to be stored at site. However, reasonable quantity may be permitted for storage subject to the compliance of all rules/ instructions issued by the Competent Authorities and as per the direction of Engineer-in-Charge

28A. Movement of labour and traffic at site:

In the event of any restrictions being imposed by the Security Agency, Traffic Police or any other Authority having jurisdiction in the area on the working or movement of labour/ material, the Contractor shall strictly follow such restrictions and nothing extra shall be payable to the contractor on this account. The loss of time on this account, if any, shall have to be made up by generating additional resources etc.

General Security restrictions are given as under:

- a) The movement of trucks and vehicles shall be regulated in accordance with rules and regulations as approved by competent authority.
- b) The contractor shall inform, in advance, the truck registration numbers, ownerships of the trucks, names and addresses of the drivers for necessary action by the Security agency.
- c) Labour huts/ stay of workmen will not be allowed at site.
- d) Names and addresses of labour/ staff etc. working at site shall be furnished for security verification.
- e) The labour / staff should not be changed too frequently once the verification of the character and antecedents is done.
- f) After verification of antecedents of workers, identification badges will be issued to them by the contractor under the seal of the Engineer-in-Charge or his representative. The cost of badges would be borne by the contractor.
- g) As and when there will be security requirements, certain additional restriction(s) can be imposed as per the requirement of the situation.
- h) No claim whatsoever will be entertained by the department on account of any restriction(s) imposed by the security agencies in execution of work including temporary suspension of work due to V.V.I.P. movements.
- i) The contractor shall be responsible for behavior and conduct of his labour. No labour with doubtful integrity or having a bad record shall be engaged by the contractor.

29. The contractor shall have to engage well experienced skilled labour and deploy modern equipments to execute the work.

30. No payment shall be made for any damage caused by rain, snowfall, flood or any other natural calamity, whatsoever during the execution of the work. The contractor shall be fully responsible for any damage to the IAHE property and work for which the payment has been advanced to him under the contract and he shall make good the same at his risk and cost.

30A. Construction of bins for Disposal of Waste: The pre-identified dump locations will be a part of solid waste management plan to be prepared by the contractor in consultation with Engineer-in-Charge. Contractor will get approved the location of disposal site prior to commencement of the excavation on any section of the project location. Contractor will ensure that any spoils of material will not be disposed off in any municipality solid waste collection bins.

Pollution:

Water Pollution

- a) The Contractor will take all precautionary measures to prevent the waste water during construction to accumulate anywhere.
- b) The waste water arising from the project is to be disposed off in the manner that is acceptable to the Engineer-in-charge and conforming to UP Pollution Control committee norms.

Air and Noise Pollution

- a) Contractor will use dust screens and sprinkle water around the construction site to arrest spreading of dust in the air and surrounding areas.
- b) Contractor will ensure that all vehicles, equipment and machinery used for construction are regularly maintained and confirm that emission levels comply with environmental emission standards/norms.
- c) For controlling the noise from Vehicles, Plants and Equipments, the Contractor will conform the following:
 - i. All vehicles and equipment used in construction will be fitted with exhaust silencers.
 - ii. Servicing of all construction vehicles and machinery will be done regularly and during routine servicing operations, the effectiveness of exhaust silencers will be checked and if found defective will be replaced.

31. Personnel Safety Measures for Labour

This shall be ensured as per the CPWD Safety Code given in “General Conditions of Contract for CPWD Maintenance Manual Works - 2023”.

Risk from Electrical Equipment

- a) The contractor will comply the relevant industrial electrical safety legislations.
- b) The Contractor will take adequate precautions to prevent danger from electricalequipment i.e. no material will be so stacked or placed as to cause danger or inconvenience to any person or the public.
- c) All necessary fencing and lights will be provided to protect the public.
- d) All electric machines to be used in the construction will conform to the relevant Indian Standards (IS) codes, will be free from patent defect, will be kept in goodworking order, will be regularly inspected and properly maintained as per IS provision and to the satisfaction of the Engineer-in- charge.
- e) The contractor will arrange for a first aid kit including an adequate supply of sterilized dressing materials and appliances to meet emergencies. He will also arrange suitable transport to take injured or sick person(s) to the nearest hospital.
- f) The contractor will provide, erect and maintain informatory/safety signs, hoardings written in English and Hindi wherever required or as suggested by the Engineer-in-charge.

32. The contractor shall use **appropriate scaffolding** for the work.

33. Cement:

Every delivery of cement shall be accompanied by producer's certificate conforming that the supplied cement confirms to relevant specifications. These certificates shall be endorsed to the engineer in charge for his record. The cement shall be brought at site in bulk supply as decided by the Engineer-in-charge. Cement bags shall be stored in two separate godowns, one for tested cement and the other for fresh cement (under testing) constructed by the contractor at his own cost as per sketch of General conditions of contract for CPWD works-2019 with weather proof roofs and walls. The size of the cement godown is indicated in the sketch for guidance only. The actual size of godown shall be as per site requirements and as per the direction of the Engineer in charge and nothing extra shall be paid for the same. The decision of the Engineer-in-charge regarding the capacity required/needed will be final. Each godown shall be provided with a single door with two locks. The keys of one lock shall remain with Engineer-in-charge or his authorized representative and that of other lock with the authorized agent of the contractor at the site of work so that the cement is issued from godown according to the daily requirement with the knowledge of both the parties. The account of daily receipt and issue of cement shall be maintained in a register in the prescribed Performa and signed daily by the contractor or his authorized agent in token of its correctness.

Samples of cement arranged by the contractor shall be taken by the Engineer-in charge and got tested in accordance with provisions of relevant BIS codes. In case test results indicate that the cement arranged by the contractor does not conform to the relevant BIS codes, the same shall stand rejected and shall be removed from the site by the contractor at his own cost within three days of written order from the Engineer-in-charge to do so.

The Contractor shall supply free of charge the cement required for testing. The cost of tests shall be borne by the Contractor.

The actual issue and consumption of cement on work shall be regulated and proper accounts maintained as provided in clause 10 of the contract. The theoretical, consumption of cement shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by conditions laid therein. No payment for excess consumption of cement will be allowed.

For non-schedule items, the decision of the Engineer-in-charge regarding theoretical quantity of cement, which should have been actually used, shall be final and binding on the contractor. Cement brought to site and remaining unused after completion of work shall not be removed from site without written permission of the Engineer-in-charge.

34. Water:

The contractor shall make his own arrangement for providing potable water for construction and drinking purpose. Water charges shall not be recovered on account of it. Contractor shall get the water tested from any approved laboratory by the Engineer-in-charge at regular interval as per the CPWD specifications 2019 vol.-I & II). All expenses towards collection of samples, packing transportation and testing charges, etc. shall be borne by the contractor.

35. Scaffolding and Form Work:

The work shall be done in general as per CPWD Specifications 2019 Vol -I & II.

Double steel scaffolding having two sets of vertical supports shall be provided for all items where work is to be executed on height above 1.5m from ground level like test hammering, dismantling, chipping, reinforcement cleaning and anti-corrosive treatment, bonding coat, micro-concrete, PMM, paint, putty, cladding, steel work etc. The supports shall be sound and strong, tied together with horizontal pieces over which

scaffolding platform shall be fixed.

Nothing extra shall be paid for such scaffolding, centering and shuttering, required for execution as per bill of quantities.

Dented, broken, cracked, twisted or rusted shuttering plates shall not be allowed to be used on the work.

The shuttering plates shall be cleaned properly with electrically driven sanders to remove any cement slurry or cement mortar or rust. Proper shuttering oil or de-bonding compound shall be applied on the surface of the shuttering plates in the requisite quantity before assembly of steel reinforcement.

For the execution of centering and shuttering, the contractor shall use propriety "Reebol" chemical mould release agent of FOSROC or equivalent as shuttering oil as approved by Engineer-in-charge and nothing extra shall be paid on this account.

36. Recovery of Security Deposit

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit Government at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 2.5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 2.5% of the tendered value of the work. Such deductions will be made and held by Government by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or maybe come due to the contractor by Government 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 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of IAHE, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills and the final bill of the contractor at the rates mentioned above.

The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5 lac subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lac. Provided further that the validity of bank guarantee including the one given against the earnest money shall be in conformity with provisions contained in clause 17 of GCC which shall be extended from time to time depending upon extension of contract granted under provisions of clause 2 and clause 5 of GCC.

In case of contracts involving maintenance of building and services/any other work after

construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.

Note-1: Government papers tendered as security will be taken at 5% (five per cent) below its market price or at its face value, whichever is less. The market price of Government paper would be ascertained by the Divisional Officer at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld if necessary.

Note-2: Government Securities will include all forms of Securities mentioned in Rule No. 274 of the G.F. Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.

Note-3: Note 1 & 2 above shall be applicable for both clause 1 and 1A of GCC

37. The security deposit of the contractor shall not be refunded before the expiry of twelve months (six months in the case of work costing Rs. Ten lakhs and below except road work) after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later.

SECTION-5
MINIMUM QUALITY ASSURANCE PLAN (CIVIL WORK)

1. Maintenance of Register of Tests:

- i. All the registers of tests carried out at Construction Site or in outside laboratories shall be maintained by the contractor which shall be issued to the contractor by Engineer- in-charge the time of issue of award letter.
- ii. All Samples of materials including Cement Concrete Cubes shall be taken by Contractor jointly with Engineer in charge of work and out of this at least 50% samples shall be taken in presence of Engineer- in -charge. All the necessary assistance shall be provided by the contractor. Cost of sample materials is to be borne by the contractor and he shall be responsible for safe custody of samples to be tested at site.
- iii. All the test in field lab setup at Construction Site shall be carried out by the Engineering Staff deployed by the contractor in presence of Engineer –in- charge.
- iv. All the entries in the registers will be made by the designated Engineering Staff of the contractor and same should be presented before Engineer-in-Charge for their review.
- v. Contractor shall be responsible for safe custody of all the test register.

2. Maintenance of Material at Site (MAS) Register:

- i. All the MAS Registers including Cement and Steel Registers shall be maintained by Contractor which shall be issued to the contractor by Engineer-in- Charge along with the award letter.
- ii. The contractor shall get 100% test checked by Engineer-in-Charge.
- iii. The contractor shall get MAS Register test checked by Engineer-in-Charge at least twice a week.
- iv. The Cement register shall be got reviewed by Engineer-in-Charge at least one in a month by the contractor.

SECTION-6
SPECIAL CONDITIONS

- 1. The contractor is advised to inspect the site before tendering.**
- 2. Unless otherwise provided in the Bill of quantities the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the building and nothing extra shall be payable to him on this account.**
- 3. IAHE shall provide the facility of electricity connection required by the contractor for carrying out the work and the cost of energy consumed shall be deducted from each running bill at the prevailing rates notified by the Government of Uttar Pradesh from time to time.**
- 4. Other agencies doing works related with this project will also simultaneously execute the works and the contractor shall afford necessary facilities for the same. The contractor shall leave such necessary holes, openings etc. for laying/burying in the workpipes, cables, conduits, clamps, boxes and hooks for fan clamps etc. as may be required for other agencies. Conduits for electrical wiring/cables will be laid in a way that they leave enough space for concreting and do not adversely affect the structural members. Nothing extra over the agreement rates shall be paid for the same as directed by Engineer-in-Charge.**
- 5. Some restrictions may be imposed by the security staff etc. on the working and for movement of labour, materials etc. the contractor shall be bound to follow all such restriction/instructions and nothing extra shall be payable on this account.**
- 6. The work will be carried out in the manner complying in all respects with the requirements of relevant by-laws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-Charge and nothing extra will be paid on this account. The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges which he may be liable.**
- 7. The contractor shall give a performance test of the entire installation(s) as per standing specifications or directed by Engineer-in-Charge before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for the test.**
- 8. Any cement slurry added over base surface (or) for continuation of concreting for better bond is deemed to have been in built in the items and nothing extra shall be payable (or) extra cement considered in consumption on this account.**
- 9. Testing of Materials: Samples of various materials required for testing shall be provided free of charge by the contractor. Testing charges, if any, shall be also borne by the contractor.**
- 10. Deleted.**
- 11. The contractor shall bear all incidental charges for cartage, storage and safe custody of materials issued by IAHE or procured by the contractor and nothing extra shall be payable to the contractor on their accounts.**

12. The full nomenclature of items shall be adopted in preparing abstract of final bill in the measurement book and also in the bill form for final bill.
13. In compliance of Clause 5.1 of GCC the contractor shall be responsible for any activity authorized or unauthorized going on within the site area handed over to him by the department for construction, development/maintenance or for any other purpose.
14. Within 15 days of award of work, the agency shall submit the method statement as how he proposes to execute the work with quality and specification, sequencing of Item including Quality assurance plan for approval of Engineer-in Charge.
15. A detailed program in the form of precedence network diagram is to be submitted to the Engineer –in-Charge within 7 days of award of work.
16. The contractor, through his engineer, shall ensure quality construction in a planned and time bound manner. Any sub-standard Material/Work beyond set out tolerance limits shall be summarily rejected by the Engineer-in-Charge.
17. The work shall be executed as per the programme approved by the Engineer –in- Charge and it shall be so arranged as to have full co-ordination with other agencies executing building work. No claim for idle labour shall be entertained, nor, any claim on account of the delay in completion of the building work shall be liable.
18. Contractor shall be allowed 7 days mobilization from the date of issue of Letter of Acceptance for the work. Nothing extra shall be paid on this account.
19. The contractor or his authorized representative should always be available at the site of work to take instructions from department officers, and ensure proper execution of work.
20. No work shall commence in the absence of contractor's Engineers and they shall certify writing about the correctness of layout alignment of structure.
21. Royalty at the prevalent rates and all other incidental expenditure shall have to be paid by the contractor on all the boulders, metals, shingle, earth sand, bajri etc. collected by him for the execution of the work directly to the concerned Revenue Authority of the State or Central Government. His rates are deemed to include all such expenditure and nothing extra shall be paid.
22. No payment will be made to the contractor for damage caused by rains, or other natural calamity during the execution of the works and no such claim on this account will be entertained.
23. The contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants of adjacent properties and to the public in general and to prevent any damage to such properties.
24. All materials which are specified to be tested at the manufacture's works shall satisfactorily pass the test in presence of the authorized representative of Engineer-in-Charge before being used in the work.

25. The work of electrification, horticulture and other internal and external services, if any may be carried out simultaneously by other agencies with the work being tendered for against the enclosed contract documents. The contractor shall afford necessary facilities for the same without any additional cost.

26. Supervision of Work:

All construction work shall be supervised by the contractor including his duly authorized engineers/representatives. Contractor shall provide materials and workmanship to the best of their representative kind, and shall be fully responsible for executing the work as per prescribed specifications, latest BIS Codes of Practice and Drawings and other relevant specifications.

27. Quality Control:

(a) The Contractor shall be fully responsible for quality of work to be executed as per prescribed specification, relevant BIS codes and drawings and other relevant specifications.

(b) The Engineer-in-Charge will examine the work executed from the point of view of scope of work, and specifications for the various items before the work is finalized. If during any of the visit, use of sub-standard material or improper workmanship is noted by the Engineer-in-Charge or his superiors, the same shall also be promptly rectified on getting a written notice to do so.

28. Should there be any discrepancy due to incomplete description/ambiguity or omission in the drawings and other documents, whether original or supplementary, forming the contract, either found on completion or during currency of the installation work, the contractor shall immediately, on discovering the same, draw the attention of the Engineer-in-Charge, whose decision shall be final and binding on the contractor.

29. Deleted.

30. Factory made materials & Items shall be procured only from reputed & approved manufacturer or their authorized dealers after source approval from Engineer-in-charge.

31. The contractor will have to work according to the programme of the work, submitted to the Engineer-in-Charge. The contractor shall also construct a sample unit complete in all respect within time specified by the Engineer-in-charge and this sample unit shall be got approved from the Engineer-in-charge before mass construction is taken up. No extra claim what so ever beyond the payments due at agreement rates will be entertained from the Contractor on this account.

32. The contractor shall take instructions from the Engineer-in-Charge for stacking of materials in any place. No excavated earth or building material shall be stacked over areas where other buildings, roads, services of compound walls are to be constructed.

33. If as per municipal rules the huts for labour are not to be erected at the site of work by the contractors, the contractors are required to provide such accommodation as is acceptable to local bodies and nothing extra shall be paid on this account.

34. Cement bags shall be stored in separate godowns to be constructed by contractor at his own cost as per sketch which is only indicative and actual size will depend on the site requirements as per CPWD Specification 2019 (Vol. I to II). With upto date C.S and revised CPWD Specification 2019 for cement concrete, cement mortar and R.C.C. work in pursuance (IS: 456-2000) with weather proof roof and walls. Each go down shall be provided with a single door with two locks. The keys of one lock shall remain with Engineer-in-Charge of work and that of the other lock with the authorized agent of the contractor at the site of work so that the cement is removed from the go down according to the daily requirement with the knowledge of both the parties and proper account maintained in standard proforma.

35. The contractor shall be fully responsible for the safe custody of the materials even if the materials are under double lock system.

36. The contractor shall bear all incidental charges for cartage, storage and safe custody of materials and shall construct suitable go downs, yards at the site of work for storing all other materials so as to be safe against damage by sun, rain, damages, fire, theft etc. at his own cost and also employ necessary watch and ward establishment for the purpose at his cost.

37. All materials shall be got checked by the Engineer-in-Charge of the works on receipt of the same at site before use.

38. Deleted.

39. Deleted.

40. The contractor is required to deploy resources as per availability of site. However, no claim will be entertained for idle labour, idle machinery, idle technical/ no-technical staff, idle T&P etc.

41. Deleted.

42. All running account bills prepared by the contractor for advance payments shall be processed only if Engineer-in-Charge is satisfied that up to date investments (excluding security deposit & performance guarantee, which are not considered as investments) made by the contractor against contracted work are more than the payments received. Accordingly, all running account bills shall be supported with an account of up to date payments received vis-à-vis up to date investments made on the work to enable engineer-in-charge are properly utilized only on the work and nowhere else.

43. Except for the items, for which Particular Specifications are given or where it is specifically mentioned otherwise in the description of the items in the bill of quantities, the work shall generally be carried out in accordance with the “CPWD Specifications 2019 Vol. I & II” with up to date correction slips and as per instructions of Engineer-in-Charge. Wherever CPWD Specifications are silent, the latest IS Codes / Specifications shall be followed and the rates should be all inclusive.

44. Any reference made to any Indian Standard Specifications, shall imply to the latest version of that standard, including such revisions / amendments as issued by the Bureau of Indian Standards upto last date of receipt of tenders. **The Contractor shall keep at his own cost all such publications including relevant Indian Standard applicable to the work at**

site.

45. All scaffolding needs to be included in the quoted rates & nothing extra will be paid in this regard. All the items where work is to be executed on height above 1.5m from ground level like test hammering, dismantling, chipping, reinforcement cleaning and anti-corrosive treatment, bonding coat, micro-concrete, PMM, paint, putty, cladding, steel work etc. will mandatorily be done using double scaffolding in the interest of safety of labour working at site.

46. Special Conditions as per NGT Guidelines

The guidelines regarding preventive measures for Air Pollution from demolition & construction activities issued by Delhi Pollution Control Committee vide no. DPCC/EIA/Res-001 to 172 /NGT-21/2015/225-408 dated 17.04.2015 in compliance of Hon'ble National Green Tribunal directions enclosed herewith are applicable to the contractor. All appropriate protection measures as per NGT & DPCC guidelines shall be taken by the contractor at his own cost. Nothing extra shall be payable to the contractor on this account.

Hon'ble National Green Tribunal in its order dated 04.12.2014 in respect of air pollution from dust resulting from demolition and construction activity inter-alia has directed as follows:

I. No government, authority, contractor, builders or any person would be permitted to store/dump construction material or debris on metal led road.

II. Beyond the metal led road the area where such the construction material or debris can be stored shall be physically demarcated by officers of all the concerned Authorities / Corporation ensuring that it would not cause any obstruction to the free flow of traffic / inconvenience to the pedestrians. It should be ensured that no accidents occur on account of such permissible storage.

III. Every builder, contractor or person shall ensure that the construction material is covered by tarpaulin and all other precaution should be taken to ensure that no dust particles are permitted to pollute air quality as a result of such storage. It shall also be ensured that appropriate protection measures are taken by raising wind breakers of appropriate height on all sides of the plot/area using plastic and/or other similar material to ensure that no construction material dust fly outside the plot area and it will be the builder/contractor responsibility to ensure that their activity does not cause any air pollution during course of construction and/ or storage of material or construction activity. This condition shall be strictly adhered to by every builder, contractor, person or authority. In the event of default they shall be liable to be prosecuted under the law in force, as well as for causing environmental pollution and will be liable to pay compensation which would be determined by Tribunal in accordance with law.

IV. All the trucks or vehicles of any kind which are used for construction purposes/ are carrying construction material like cement, sand and other allied material should be fully covered. The vehicles should be properly cleaned should be dust free and every necessary precautions is to be taken to ensure that en route their destination, the dust, sand or any other particles are not permitted to be released in air/contaminate air. Any truck not complying with the above directions would not be permitted to enter NCR, Delhi.

Hon'ble National Green Tribunal in order Dated 10.04.2015 interalia has directed as follows:

- a. Every builder or owner shall put tarpaulin on scaffolding around the area of construction and the building. No person including builder, owner can be permitted to store any construction material particularly sand on any part of the street, roads in any colony.
- b. The construction material of any kind that is stored in the site will be fully covered in all respects so that it does not disperse in the Air in any form.
- c. All the construction material and debris shall be carried in the trucks or other vehicles which are fully covered and protected so as to ensure that the construction debris or the construction material does not get dispersed into the air or atmosphere, in any form what so ever.
- d. The dust emissions from the constructions site should be completely controlled and all precautions taken in that behalf.
- e. The vehicles carrying construction material and construction debris of any kind should be cleaned before it is permitted to ply on the road after unloading of such material.
- f. Every worker working on the construction site and involved in loading, unloading and carriage of construction material and construction debris shall be provided with mask to prevent inhalation of dust particles.
- g. Every owner and or builder shall be under obligation to provide all medical help, investigation and treatment to the workers involved in the construction of building and carry of construction material and debris relatable to dust emissions.
- h. It shall be the responsibility of every builder to transport constructions material and debris waste to construction site, dumping site or any other place in accordance with rules and terms of this order.
- i. All to take appropriate measures and to ensure that the terms and conditions of the earlier order and these orders should strictly comply with by fixing sprinklers, creations of green air barriers.
- j. Compulsory use of wet jet in grinding and stone cutting.
- k. Wind breaking wall around construction site.
- l. All the builders who are building commercial, residential complexes which are covered under the EIA Notification 2006 shall provide green belt around the building that they construct. All authorities shall ensure that such green belts are in existence prior to issuance of occupancy certificate.
- m. All builders shall ensure that C&D waste is transported in terms of this order to the C&D waste site only and due record in that behalf shall be maintained by the builders, transporters and NCR of Delhi.

n. Even if constructions have been started after seeking environmental clearance under EIA notification 2006 and after taking other travel but is being carried out without taking the preventive and protective environmental steps as stated in this order and MoEF guidelines 2010, the State Government, SPCB and any officer of any department as foretasted shall be entitled to direct stoppage of work.

Environmental Impact Assessment Guidance Manual for Building, Construction, Township and area development Projects of February, 2010 is available on the website of MoEF & CC envisaging the following guidelines for mitigation measures in respect of dust control from Building, Construction Projects:

“Adopting techniques like, air extraction equipment, and covering scaffolding, hosing down road surfaces and cleaning of vehicles can reduce dust and vapour emissions. Measures include appropriate containment around bulk storage tanks and materials stores to prevent spillages entering water courses.

o. The others measures to reduce the air pollution on site are:-

- a) Sprinkling of water and fine spray from nozzles to suppress the dust.
- b) On-Road-Inspection should be done for black smoke generating machinery.
- c) Promotion of use of cleaner fuel should be done.
- d) All DG sets should comply emission norms notified by MoEF.
- e) Vehicles having pollution under control certificate may be allowed to ply.
- f) Use of covering sheet to prevent dust dispersion at buildings and infrastructure sites, which are being constructed.
- g) Use of covering sheets should be done for trucks to prevent dust dispersion from the trucks, implemented by district offices.
- h) Paving is a more permanent solution to dust control, suitable for longer duration projects. High cost is the major drawback to paving.
- i) Reducing the speed of a vehicle to 20kmph can reduce emissions by a large extent. Speed bumps are commonly used to ensure speed reduction. In cases where speed reduction cannot effectively reduce fugitive dust, it may be necessary to divert traffic to nearby paved areas.

Material storages/ warehouses- Care should be taken to keep all material storages adequately covered and contained so that they are not exposed to situations where winds on site could lead to dust/particulate emissions. Fabrics and plastics for covering piles of soils and debris is an effective means to reduce fugitive dust.”

By way of these orders/notice you are hereby notified for mandatory strictly adherence to and compliance of the directions contained in the order of Hon“ble Tribunal as well as MoEF guidelines, 2010 in relation to precautions required to be taken while carrying on construction activities.

Copy of NGT orders dated 04.12.2014, 10.04.2015 copy of MoEF guidelines 2010 and copy of notice issued are available at the DPCC website also i.e. “<http://dpcc.delhigovt.nic.in>.”

Please note that the non-compliance of Hon“ble NGT order will make you liable for action as per law including the directions for stoppage of work.

SECTION- 7
ADDITIONAL SPECIFICATIONS FOR CIVIL WORKS

1. GENERAL

1.1 The work shall be executed and measured as per metric dimensions given in the Schedule of quantities, drawings etc. (F.P.S. units wherever indicated are for guidance only).

1.2 All stone aggregate and stone ballast shall be of hard stone variety to be obtained from approved quarries to be got approved from the Engineer-in-charge .

1.3 Sand to be used for cement concrete work, mortar for masonry and plaster work shall be of standard quality and shall be obtained from approved source to be got approved from the Engineer-in-charge and screened as required. The same shall consist of hard siliceous material. It shall be clean sand.

1.4 Unless otherwise specified in the schedule of quantities, the rate of all items of the work shall be considered as inclusive of pumping out or bailing out water, if required, for which no extra payment will be made .This will include water encountered from any source such as rains, floods , sub-soil water table being high or due to any other cause whatsoever.

1.5 All the materials required to be tested shall be tested as per provisions of the relevant I.S. Codes. Should there be any difference between acceptance CRITERIA given in I.S. Codes, C.P.W.D. specifications and special conditions, the acceptance CRITERIA shall be in the following order of precedence :

- C.P.W.D. Specifications
- I.S. Codes
- Special/ Additional conditions

2. RCC WORK

2.1 The steel bars shall be stored about 30 to 45 cm above ground. A uniform coat of cement wash shall be given to steel reinforcement bars. In places where rainfall is heavy, steel bars shall be stored in protective environment to mitigate deterioration due to corrosion.

2.2 The cement for application of slurry on steel bars will be duly issued. However, no extra payments shall be payable for the application of slurry coating on steel bars.

3. FLOORING, SKIRTING, VENEERING, DADO, RISERS & STEPS, JAMBS, SILLS & SOFFITS

3.1 Nothing extra shall be payable for using combination of marble, granite, kota, sand stone slabs & ceramic tiles etc. in the required pattern at various locations.

3.2 Nothing extra will be paid for the additional thickness of bed mortar that will be required to achieve uniform finished surfaces on account of difference in specified thickness of marble, granite, kota stone, sand stone & ceramic tiles etc.

3.3 Flooring in toilets, verandah, kitchen, courtyard etc. shall be laid to the required slope/gradient as per the directions of the Engineer-in-Charge.

3.4 The pattern, spacing and locations of joints shall be as per drawings and direction of

the Engineer- in-Charge.

4. Deleted

5. PAINT BROUGHT BY THE CONTRACTOR

5.1 The contractors shall bring sufficient quantity of paint of brand & shade approved by Engineer-in-charge prior to the commencement of work & keep it in his stores at site of work under double lock & key

5.2 The paint shall be issued to the contractor from time to time according to requirements for the work in the same manner as followed for issue of cement

5.3 Empty containers shall not be removed without the written permission of the Engineer-in-charge.

6. The words “Equivalent”, “Approval” and authorized” in these specifications shall imply and require written approval of the Engineer-in-Charge.

ADDITIONAL CONDITIONS FOR CEMENT & STEEL

The contractor shall procure 43 grade ordinary Portland cement conforming to IS 8112/ Portland Pozzolana Cement conforming to IS 1489 (Part-I) as required in work, from reputed manufacturers of cement having a production capacity not less than one million tonnes or more per annum, such as ACC, Ultratech, Vikram, Shree Cement, Ambuja, Jaypee Cement, Century Cement & J.K. Cement or from any other reputed cement Manufacturer having a production capacity not less than one million tones per annum as approved by Engineer-in-Charge.

ADDITIONAL CONDITIONS FOR EXTERNAL PAINTING WORKS

1. The contractor shall see the site conditions before quoting the rates. The rates for different items of works shall apply for all heights and depth unless otherwise specified.

2. The work is required in piecemeal manner in building and work shall be started at very short notice and be completed as per program decided and as per the convenience of occupants.

3. At a particular time contractor may have to undertake work in different area by engaging at least ten painters and ten beldars/coolies in each of the places. Failing which, if it is felt that building will not be completed in fix time schedule, the department will deploy required number, of painter/coolie & cost of wages will be recovered from the contractor.

4. Any failure to fulfill the above cited and following conditions shall amount to forfeit the claim of contractor to quote the same kind of tenders in future.

5. Before starting the work the contractor shall have to prepare one sample of all items / shade should be got approved from the Engineer In charge. Only after acceptance of sample work, contractor will be allowed to commence the work and sample is to be preserved by contractor till the whole work is completed. The quality of work should confirm to the approved samples.

6. Splashes on the floor, walls glasses & other places must be removed after completion

of work. Glass panes must be cleaned after completion of works. In the event of failure to clean splashes the work of cleaning will be got done at the risk and cost of the agency.

7. Payment for a building shall be made only after completion of full scope of work required in main building, part of building compound wall etc. and after removal of splashes of paint and cleaning of glass panes and splashes marks on marks skirting / dado, frames etc. this is to be done immediately after the completion of painting work. In the event of work splashes on the floors, walls, glasses & other places must be removed after completion of works. Glass panes must be cleaned after completion of work. In the event of failure to clean splashes the works of cleaning will be got done at the risk and cost of the agency.

8. The brand and manufacture of materials to be supplied shall be as follows:-

A) Acrylic emulsion paint (20 litres packs will be allowed) (Exterior)

- i) Ultima Suprima of Asian Paint OR
- ii) Nippon Paint Atom Fibra Multipurpose Emulsion Paint OR
- iii) Nerolac Excel Anti Peel Exterior Acrylic Emulsion OR
- iv) Berger WeatherCoat Long Life 10 Luxury Emulsion with PU

B) Cement primer water base as per BOQ (20 litres packs will be allowed)

C) Putty as per BOQ

10 Sundries such as brusher, sand paper, scaffolding, old dhoties, colour pigment (strainer tubes) and chalk mitti (whiting) etc. will be arranged by the contractor. For which no extra payment shall be made.

11 Deleted.

12 Contractor shall be required to make arrangement for plastic/cotton sheets for use in building during repairs to protect floors, furniture, carpets, shelves etc. from splashes, dust, dirt, mortars dropping and damages etc. for which no extra payment shall be make.

13 Deleted.

14 White oil bound distemper plastic emulsion paint synthetic enamel paint shall be issued to the contractor. He will arrange for the strainer of required shade and nothing extra shall be paid for it.

15 Contractor and / or his duly authorized representative shall have to have contact with Engineer in- charge twice a day for obtaining the execution programme.

16 Acrylic smooth exterior painting/ plastic emulsion painting/ distemping over walls shall only be carried out with application of roller.

17 The manufacturing date and batch No. will be inscribed or printed on packs/containers by manufacturers are acceptable for all the above said materials. Fresh material shall be brought at site as far as possible and materials more than 04 Months old from the date of manufacturing will be rejected.

18 The contractor shall have to get the shades of all types of paints, distempers, water proofing cement paint etc. approved from the Engineer-in-charge before procurement of materials.

19 The contractor shall be required to produce samples of all materials sufficiently in advance to obtain approval of the Engineer-in-charge. Subsequently the materials to be used in the actual execution of the work shall strictly conform to the quality of samples approved. In case of variation, such materials shall be liable to rejection.

20 All materials to be obtained shall be got checked from the Engineer-in-charge of work, on receipt of the same at site before use.

21 Contractor has to bring samples as per above preferred brands only and Engineer in Charge shall approve one sample out of the samples brought by the contractor. The contractor has to use material of that approved sample only. No claim in this regard shall be entertained.

SECTION-8

ADDITIONAL TECHNICAL SPECIFICATIONS

1. General

Technical specification as mentioned in Bill of quantities shall be strictly be followed. The quality of work to be done by the contractor in all the works shall be as per manufacturer's instruction and to the satisfaction of Engineer-in-charge. All requisite test to the finished items shall be carried out as per direction of Engineer –in-charge at the cost of contractor.

The work shall be executed and measured as per metric dimensions given in the bill of quantities, drawings etc. (F.P.S. units wherever indicated are for guidance only). The system shall be designed in accordance with the appropriate IS, BS, DIN or IEC recommendations wherever specific requirement is not mentioned. The following modifications in the above specifications and some additional specifications shall however apply:

All stone aggregate and stone ballast shall be of hard stone variety to be obtained from quarries approved by the Engineer-in-Charge.

Sand to be used for cement concrete work, mortar for masonry and plaster work shall be of standard quality. Sand shall be obtained from the source to be got approved from the Engineer- in-Charge and screened as required. The same shall consist of hard siliceous material. It shall be clean sand.

Wherever any reference to any Indian Standard Specification occurs in the documents relating to this contract the same shall be inclusive of all amendments issued their to revision thereof if, any, upto the date of receipt of tenders.

Unless otherwise specified in the bill of quantities the rates for all items of the work shall be considered as inclusive of pumping out or bailing out water if required for which no extra payment will be made. This will include water encountered from any source, such as rains, floods, and sub-soil water level being high due to any other cause whatsoever. However, payment for pumping/bailing out of water for one time will made as per Agreement item if ponding of water is found at site at the time of start of work.

All the materials required to be tested shall be tested as per provisions of the relevant B.I.S. Codes. Should there be any difference between acceptances CRITERIA given in B.I.S. Codes, C.P.W.D. Specifications and special conditions, the acceptance CRITERIA shall be in the order of precedence as mentioned in this document.

a) MANUFACTURER'S TEST CERTIFICATE: The contractor, if required by the Engineer-in- Charge, shall produce manufacturer's test certificates for any material or particular batch of materials supplied by him. The test carried out shall be as per relevant specifications / Indian standard codes.

2. R.C.C. WORK.

In respect of projected balconies, projected slabs at roof level and projected verandah, the payment for the RCC work shall be made under the item of RCC Slabs, the payment for

centering and shuttering of such, items shall similarly be paid under the item of centering and shuttering of RCC slab. Nothing extra shall be paid for the side shuttering at the edges of these projected balconies and projected verandah. All the edges shall however be finished as as per specifications and nothing extra shall be paid for this.

3. FORM WORK

Basically, only steel shuttering shall be adopted in general. However, a combination of steel and shuttering ply conforming to I.S: 848-1974 and I.S: 5539 may be allowed by the Engineer- in-Charge in consideration of the special request of the contractor to maintain quality and speed of the work. In such cases the use of shuttering ply shall be permitted only for circular columns, beam sides and bottom and in other locations wherever it is felt necessary on account of difficulty in using steel shuttering in such locations. But in other areas like slab, rectangular/square columns etc. steel shuttering shall be invariably used. However, no extra payment or deduction will be admissible or made for use of shuttering ply.

To maintain the quality and speed the contractors have to arrange and bring the shuttering materials at site for execution of the works of one floor at a time.

4. TESTING OF MATERIAL

- 1) The contractor shall procure all the materials in advance so that there is sufficient time for testing and approving of the material and clearance of the same before use in work.
- 2) In case of concrete and reinforced concrete work, the contractor shall be required to make arrangement for carrying out compression strength tests at his own cost. He shall render all assistance for the preparation of cubes, safe custody of the same proper curing and carriage up to the laboratory where the test is to be performed. The cube tests can be performed at any laboratory approved by the Engineer-in-Charge.
- 3) Time allowed for execution of the work provided in clause 5 of Schedule 'F' is inclusive of the time required for any kind of testing of materials and preparation of Design mix of cement concrete for all R.C.C. work.
- 4) If need arises, the materials and the products to be used for the works may be tested at the in-house laboratory of IAHE and the products/material should be up to the mark as per standards and requirement specified in the bill of quantities. Further, the test results should conform to the specifications of the product failing of which the contractor is liable to be imposed the penalty in addition to the rectification of the defects arising out of work material used in the work.

SECTION-9
COMMERCIAL CONDITIONS

1. **Location:** The work is to be done in the campus of *Indian Academy of Highway Engineers, A-5, Sector-62, Noida-201301*.
2. The contractors are advised to get acquainted with the proposed work and its site and also study the specifications and special conditions carefully before tendering. No claim of any sort shall be entertained on account of any site conditions and ignorance of specifications and special conditions.
3. The rates quoted by the contractor shall be taken as net and nothing extra shall be paid on any account i.e. royalty, cartage, taxes and stacking at required places etc.
4. The rates for different items of work shall apply for all heights and depths, leads and lifts unless otherwise specified in the agreement or specifications applicable to the agreement.
5. Any damage done by the contractor to any existing work during the course of execution of the work shall be made good by him at his own cost.
6. Articles manufactured by the reputed firms and approved by Engineer-in-Charge shall only be used. Only articles classified, as “first quality” by the manufacturer shall be used unless otherwise specified. In case articles bearing ISI certification are not available in the market, quality of samples brought by the contractor shall be judged by standards laid down in the relevant CPWD specifications. For the items not covered by CPWD specifications relevant BIS standards shall apply. The sample of materials to be brought to site for use in work shall be got approved from the Engineer-in-Charge before actual execution of work.
7. Samples of materials required for testing shall be provided free of cost by the contractor. Testing charges, if any, shall be borne by the department in case the test results are satisfactory except where-ever specifically mentioned otherwise in the NIT. All other expenditure to be incurred for taking samples, conveyance, packing etc. shall be borne by the contractor. If material fails in testing, the testing charges will be borne by the contractor.
8. The quantities of each item shall not be exceeded beyond the BOQ without prior permission of Engineer-in-Charge.
9. Statutory deductions on account of Income Tax, GST and surcharge etc as applicable shall be made from the gross amount of the bill.
10. IAHE shall provide the facility of electricity connection required by the contractor for carrying out the work and the cost of energy consumed shall be deducted from each running bill at the prevailing rates per unit notified by the Government of Uttar Pradesh from time to time.
11. The contractor shall make his own arrangement for getting the permission to ply the trucks from the traffic police.
12. No payment shall be made to the contractor for any damage caused by rain, snow fall, floods or any other natural causes whatsoever during the execution of work. The damage caused to work shall have to be made good by the contractor at his own cost and no claim on this account shall be entertained.

13. **Co-ordination with other agencies:** The contractor shall co-ordinate with all other agencies involved at the site of work so that the work of other agencies is not hampered. Where activity of contractor is directly affecting the progress of other agencies, the same shall be given priority. Contractor is required to note the milestones of other agencies and plan his activities to facilitate so as to avoid any hindrance to other agencies. In case of any conflict with work schedule of any other agency at site, decision of Engineer-in-charge shall be final and binding.

14. Some restrictions may be imposed by the security staff etc. on the working and or movement of labour and materials, etc, the contractor shall be bound to follow all such restrictions / instructions and nothing shall be payable on this account.

15. Deleted.

16. The contractor shall be fully responsible for the safe custody of the material issued or brought by him to site for doing the work.

17. The rate for all items of work, shall unless otherwise clearly specified include cost of all labour, material and other inputs involved in the execution of the items.

18. Any reference made to any Indian Standard Specifications in these documents, shall imply to the latest version of that standard, including such revisions / amendments as issued by the Bureau of Indian Standards up to last date of receipt of tenders. The contractor shall keep at his own cost all such publications of relevant Indian Standards applicable to the work, at site.

19. The contractor shall make his own arrangement of potable water for construction and drinking purpose. All the fees and charges including consumption charges shall be borne by the contractor.

20. The malba /garbage generated at site due to construction activities shall be removed from the site immediately & shall be disposed of by the contractor to the approved dumping site identified by the Engineer-in-charge.

21. The contractor shall clean the site thoroughly of scaffolding materials, rubbish, equipment left out of his work and dress the site around the building to the complete satisfaction of the Engineer-in-charge before the work is treated as completed.

22. The labour welfare cess/ fund @ 1% of gross work done shall be deducted.

23. Deleted.

24. The department shall be at full liberty to get the installation inspected by the third party and the contractor shall have to make all modifications in the designing and installations as communicated to it by the department inter-alia advised by the third party.

25. Discrepancy between the Nomenclature of Items, Specifications, and/or the Drawings

The following specifications are applicable for the work. In case of discrepancy between the nomenclature of items, specifications, and /or the drawings or in case no specifications are

specified (Refer clause 28 of the General Conditions of the Contract-2019) the following order of preference shall be observed:

- i) Nomenclature of items including the scope of work as given in Bill of Quantities of this tender.
- ii) Additional Technical Specifications
- iii) Drawings.
- iv) CPWD Specifications (latest edition) with upto date correction slips issued upto the last date of the month prior to month of submission of tender.
- v) BIS Codes with latest revisions issued upto the last day of the month prior to month of submission of tender.
- vi) International Standards and accepted international practices as approved by Engineer-in-Charge
- vii) Sound Engineering Practice as per directions of the Engineer-in-Charge.

If there are varying or conflicting provisions made in any document forming part of the contract, the Engineer-in-Charge shall be the deciding authority with regard to the intention/interpretation of the tender and his decision shall be final and binding on the contractor.

26. Deleted

27. Guarantee/Warranty/DLP

The site will be handed over to the IAHE after execution of work to the satisfaction of Engineer-in-charge. The work shall include all material that is required for the successful completion of the work. The work or components, or any part thereof, if found defective during warranty period shall be forthwith rectified/ repaired or replaced free of cost, to the satisfaction of the Engineer-in-Charge. In case it is felt by the department that undue delay is being caused by the contractor in doing this, the same will be got done by the department at the risk and cost of the contractor. The decision of the Engineer-in-Charge in this regard shall be final & binding on the contractor.

28. The contractor shall submit the relevant test certificate at the time of supply of material.

29. Deleted

30. The contractor should furnish well in advance three copies of detailed instructions and manuals of manufactures for all items of equipments regarding installation, adjustments operation and maintenance including preventive maintenance and troubleshooting together with all the relevant data sheets, spare parts catalogue and workshop procedure for repairs, assembly and adjustment etc all in triplicate.

31. During Inspection and Testing

All major material shall be offered for initial inspection by the Engineer-in-Charge or officer authorized by him at manufacturer's works in India. The department may or may not inspect the material at its discretion. The contractor will intimate the date of testing of material at the manufacturer's works before dispatch. Contractor shall make all arrangements for inspection of material at works. The department reserves the right to get the material inspected by third party inspection also. Such inspection shall be of following categories:

(a) Inspection of materials/ equipments to be witnessed at the manufacturer's premises/ at its authorized works in India, in accordance with relevant BIS/ Agreement Inspection Procedure.

(b) To receive material at site with manufacturer's Routine & Type Test certificates.

(c) To inspect material at the authorized dealer's go-down to ensure delivery of genuine material.

(d) To receive material after physical inspection at site.

Adequate care to ensure that only tested and genuine materials of proper quality are used in work shall be ensured by firm. The firm shall ensure that:

(i) Material will be ordered and delivered at site only with the prior approval of the department. The contractor shall, however, be responsible for timely delivery of material.

(ii) As and when the order is placed for the items, it shall be endorsed to the engineer-in-charge along with details of Agency, model no. and other delivery details.

32. Compliance With Regulations And Indian Standards

Nothing in this specification shall be construed to relieve the successful tenderer of his responsibility for the design, manufacture and installation of the product/chemicals in accordance with currently applicable statutory regulations and safety codes.

33. Training

The scope of works includes the on job technical awareness training if required of two persons of department at site. Nothing extra shall be payable on this account.

SECTION-10

COMPLIANCE TO LAWS

1. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, machinery, equipment, temporary structures and transport which may be required in preparation of and for the full and entire execution and completion of the works. The descriptions given in Bill of Quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

2. Deviation from the Drawings, Specifications, Stipulation, Conditions

The contractor is not to vary or deviate from the drawings, specifications, stipulation, conditions of tender document or instructions to execute any work of any kind whatsoever unless so authorized by the Engineer-in-Charge in writing. For any extra work involved in consequence of some breach of this contractor the part of the contractor(s), no extra payment will be admissible to the contractor.

3. Protection of Works

All finished Works shall be protected from damage that could arise from other construction activities. Work shall be planned and executed in such a manner that work completed by others is not damaged. The compliance of these provisions is deemed to be included in the quoted amount and nothing extra shall be paid on this account. The contractor shall maintain in good condition all work till the completion of entire work allotted to him. Engineer-in-Charge shall not be held responsible for any claims for injuries to persons/workmen or for structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor or of any other of his authorized representatives / labour in his employment during the execution of the work. The compensation, if any, shall be paid directly to the department/authority/persons concerned, by the contractor at his own cost.

4. Right to Carry Out the Work

The right to carry out the work either in conformity with or in a manner entirely different from the terms of this tender document that may be considered the most suitable before or subsequent to the receipt of tenders due to exigencies of work is reserved with the Engineer-in-Charge.

5. Progress of Work

Contractor shall give the Engineer-in-Charge on the 5th day of each month, 2 copies of progress report in the prescribed format of the work done during the previous month and program/ proposal for the next month. Such progress report will include the quantum of work done, important materials consumed, and materials available at site, materials proposed to be procured during the month & photographs of important activities as well as showing progress of the work.

6. Deleted.

7. Contractor to Indemnify

The Contractor shall at all times indemnify the department against all claims, damages of compensation under the provisions of payments of Wages Act 1936, Workmen's Compensation Act 1923, Minimum Wages Act 1948, Employment Liability Act 1938, Industrial Disputes Act 1947, Maternity Benefit Act 1961, Interstate Migrant Workmen (Regulation of Employment and Conditions of Service) Act 1979 or any modifications thereof or any other law relating thereto any rules made there under from time to time or as a consequence of any accident or injury to any workmen or other person in or about the works, whether in the employment of the Contractor or not, save and except where such accident or injury has resulted from any act of the department, their agents or servants and also against all costs, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any such claim without limiting his obligation and liabilities as above. The Contractor shall insure against all claims, damages or compensation payable under the Workmen's Compensation Act 1923, or any modifications thereof or any other law relating thereto. The Contractor shall ensure that similar insurance policies are taken out by his sub-contractor (if any) and shall be responsible for any claims or losses to department resulting from their failure to obtain adequate insurance protection in connection thereof. The contractor shall procure or cause to be produced by his Sub-Contractors (if any) as the case may be relevant policy or policies and premium receipts as and when required by the Engineer-in-charge.

8. Safety of Workers

Over and above the provisions made in CPWD Safety Code the following will also be applicable. In respect of all workmen directly or indirectly employed in the work for the performance of the contractor's part of this agreement, the contractor shall at his expense arrange for the safety provisions as per Indian Standard Safety codes shown below and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay penalty prescribed under relevant clauses of these tender documents for each default and in addition the Engineer-in-Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the cost incurred on that behalf from the contractor, and no claims on this account whatsoever shall be entertained.

1. IS: 3696 (part I) Safety code for scaffolds and ladders.
 2. IS: 3696 (part II) Safety code for scaffolds and ladders Part II ladders.
 3. IS: 4081 Safety code for blasting and drilling operations.
 4. IS: 7293 Safety code for working with construction machinery.
 5. IS: 7969 Safety code for storage and handling of building materials.
 6. Any other code and/or as per directions of Engineer-in-charge.
9. The contractor shall keep himself fully informed of all acts and laws of the Central and state govt. (i.e. Govt. of National Capital Territory of Delhi) all local bye laws, ordinances, rules and regulations and all orders and decrees of bodies or, tribunals having any jurisdiction or authority which in any manner affect those engaged or employed on the work or which in any way affect the conduct of the works. Contractor shall at all times, observe and comply with all such laws, ordinances, rules, regulations, orders and decrees, and shall give all notices and pay out of his own money any fees or charges to which he may be liable. He shall protect and indemnify the Department and its officers and employees against any claim or

liability arising out of violations of any such law, ordinances, legislations, order or decree, whether by himself or by his employees & authorized representatives.

10. Prevention of Nuisance And Pollution

The contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants or occupiers of adjacent properties and to the public in general and to prevent any damage to such properties and any pollution. He shall make good at his own cost and to the satisfaction of the Engineer-in-Charge, any damage to roads, paths, drainage works or public or private property whatsoever caused by the execution of the work or by traffic brought thereon by the contractor. All waste or superfluous materials shall be cleaned away by the contractor without any reservations entirely to the satisfaction of the Engineer-in-charge at no extra cost.

11. No Waiving of Legal Rights And Powers

The Engineer-in-Charge shall not be precluded or stopped from taking any measurements, and framing of estimates or detaining any certificates made either before or after the completion and acceptance of the work and payment, from showing the true amount and character of the works performed and materials furnished by the contractor and from showing that any such measurements, estimates or certificates untrue or incorrectly made and that Engineer-in-Charge shall not be precluded or stopped from recovering from the contractor such damages as it may be sustained by reasons of his failure to comply with the terms and conditions of the contract.

Neither the acceptance by the Engineer-in-Charge nor any payment for acceptance of the whole or any part of the work nor any extension of time nor any possession taken by the Engineer-in-Charge shall operate as a waiver of any portion of the contract or any power here in reserved or of any risk to damage. A waiver of any breach of the contract shall not be held to be a waiver of any other or subsequent breach.

12. Site Maintenance

The Contractor shall maintain the Sites in good order during the whole construction period. It is strictly prohibited to bury any kind of waste materials, solid or liquid, in the ground. In the event of accidental discharge of polluting materials, the Contractor shall take immediate mitigating action and shall immediately inform the Client and the appropriate authorities.

13. Personal Protective Equipments (PPEs)

The contractor shall provide required PPEs to workmen to protect against safety and/or health hazards.

Primarily PPEs are required for the following protection.

- i. Head Protection (Safety helmets)
- ii. Foot Protection (Safety footwear, Gumboot, etc.)
- iii. Body Protection (High visibility clothing (waistcoat/jacket), Apron, etc)
- iv. Personal fall protection (Full body harness, Rope-grap fall arrester, etc)
- v. Eye protection (Goggles, Welders glasses, etc)
- vi. Hand protection (Gloves, finger coats, etc.)
- vii. Respiratory Protection (Nose mask, SCBAs, etc.)

viii. Hearing protection (Ear plugs, Ear muffs, etc)

The PPEs and safety appliances provided by the contractor shall be of the standard as prescribed by Bureau of Indian Standards (BIS). If materials conforming to BIS standards are not available the contractor as approved by the Engineer-in-charge shall procure PPE and safety appliances

In addition to the above any other PPE required for any specific jobs like, welding and cutting, working at height, tunnelling etc shall also be provided to all workmen and also ensure that all workmen use the PPEs properly while on the job. The contractor shall not pay any cash amount in lieu to PPE to the workers/sub- contractors and expect them to buy and use during work. The contractor shall at all- time maintain a minimum of 10% spare PPEs and safety appliances and properly record and show to the Engineer-in-charge during the inspections. It is always the duty of the contractor to provide required PPEs for all visitors. towards this required quantity of PPEs shall be kept always at the security post.

14. IAHE'S Risk

a) In the event of any such loss or damage happening from any of the excepted risks defined in GCC 2023 pertaining to permanent works, as in combination with other risks, the contractor shall, if so required by the Engineer-in-Charge, rectify the loss or damage. An addition to the contract price shall be determined treating the work done to rectify the loss or damage as variation/ extra/ substituted item, as given in the relevant clauses.

b) Whenever any event as mentioned above occurs, the contractor will notify the Engineer-in-charge, within 14 days and provide a forecast cost of repairs / rectifications of damages / losses. As soon as information demonstrating the effect of such event is available, the Engineer-in-Charge shall assess the cost of repairs/ rectifications to be paid. In case contractor's forecast is deemed unreasonable, the Engineer-in-Charge shall adjust the contract price.

15. Defect Liability Period (DLP):

The successful Bidder shall be responsible for rectifying any defects during the Defect Liability Period which shall be **Two year from the Date of Completion of the Work**. The defects in the executed work shall be rectified within a week after reporting by the Engineer-in-Charge, failing which IAHE is free to rectify the defects at the risk and cost of the successful Bidder.

ANNEXURE-“I”

**LIST OF DOCUMENTS TO BE SCANNED AND UPLOADED AT THE TIME OF
TECHNICAL BID SUBMISSION**

Sr. No.	Description.
1	(i) Bid Security Deposit as per Annexure-III OR (ii) Certificate of Micro and Small Enterprises (MSEs) if applicable as defined in MSE Procurement Policy by Department of Micro, Small and Medium Enterprises (MSME) or are registered with Central Purchase Organization or the Concerned Ministry or Department.
2	(i) Completion Certificate issued by Executive Engineer or above level Officer in Government, Semi-Government OR Completion Certificate issued by Representative of Private Firm in case of Private Firm and Certificate from Statutory Auditor for the Payment received for Similar Works. (as applicable in 2.1 of the RFP) (ii) Duly filled up Annexure-V.
3	Statutory Auditor Certificate for Annual Turnover as per Annexure-VI.
4	Power of Attorney (PoA) on Rs. 100/- Stamp paper should be duly signed by the Grantor (person who gives the power), if applicable as per Annexure-II. Original copy shall also be produced on request by IAHE.
5	Registration Certificate of the Firm with the Concerned Registering Authority of the Government.
6	Certificate of Registration of GST.
7	PAN/GIR Number.
8	Integrity Agreement (duly-signed with seal) as per Annexure-VII.
9	Duly filled up Technical Bid Submission Letter

ANNEXURE-“II”

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF BID

Know all men by these presents, We..... (name of the Firm and Address of the Registered Office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. (Name) son/ daughter/ wife of and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as “the Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our BID for the Project **“Exterior Painting Work of Hostel and Substation Building at Indian Academy Of Highway Engineers, Noida Sector-62”** proposed by the Indian Academy of Highway Engineers (hereafter referred to as “the Authority”) including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Pre-Bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/ or upon award thereof to us and/ or until the entering into Contract with the Authority.

AND

We hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHERE OF WE....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF2024

For
(Signature, name, designation and address
of person authorized by Board Resolution
(in case of Firm/ Company)/ Partner
in case of Partnership Firm)

Witnesses:

- 1.
- 2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

(Notarised)

Person identified by me/ Personally appeared before me/

Attested/ Authenticated*

(*Notary to specify as applicable)

(Signature Name and Address of the Notary)

Seal of the Notary

Registration No. of the Notary

Date:

FORM OF BID SECURITY DEPOSIT

1. The applicant shall furnish as part of its Proposal, a Bid Security of Rs. 100,000/- (Rupees One Lakh Only) in the form of Demand draft/ Banker Cheque of a Scheduled Bank drawn in favour of Indian Academy of Highway Engineers payable at Noida/online payment to Bank Name: Bank of India, Account No: 712212100000311, IFSC: BKID0007122, Address: Sector-62, Noida (the “**Bid Security**”). In case of online payments, proof of transaction details shall have to be submitted. The Bid Security of bidders except lowest bidder is returnable in the form of a Cheque or Online transfer to bidder’s account. Amount of Bid Security submitted by the selected bidder shall be returned to the bidder after signing of the Contract Agreement. A Bid Security in form of Demand Draft/ Banker Cheque of a Scheduled Bank drawn in favour of Indian Academy of Highway Engineers payable at Noida . The Applicant having MSME certificates are exempted from Bid Security.
2. Any Bid not accompanied by the Bid Security/copy of MSME Certificate as above shall be rejected by the Authority as non-responsive.
3. The IAHE shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
4. The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the IAHE’s any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited *(and in case of MSME Registered firm which has taken exemption regarding deposition of Bid Security, the firm will be blacklisted and debarred for minimum of 2 years from participating in future bids of IAHE)* and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, *inter alia* the time, cost and effort of the IAHE in regard to RFP including the consideration and evaluation of the Proposal under the following conditions:
 - a. If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
 - b. In the case of a Selected Applicant, if the Applicant fails to sign the Agreement.

FORM OF PERFORMANCE SECURITY BANK GUARANTEE

1. In consideration of the Indian Academy of Highway Engineers (IAHE) having offered to accept the terms and conditions of the proposed agreement with _____
(Hereinafter called “the said contractor(s)”) _____ for the work _____
_____ (hereinafter called “the said agreement”) having agreed to production of a irrevocable bank guarantee for Rs. _____ (Rupees _____ only) as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement, we _____ (indicate the name of the bank) (hereinafter referred to as “the Bank”) hereby undertake to pay to the IAHE an amount not exceeding Rs. _____
_____ (Rupees _____ only) on demand by IAHE.

2. We _____ (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the IAHE stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs
(Rupees..... only).

3. We, _____ (indicate the name of the bank) further undertake to pay to the IAHE any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

4. We _____ (indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the IAHE under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till engineer- in-charge on behalf of the government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5. We _____ (indicate the name of the bank) further agree with the IAHE that the IAHE shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the IAHE or any indulgence by the IAHE to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. We _____ (indicate the name of the bank) lastly undertake not to revoke this guarantee except with the previous consent of the IAHE in writing.

8. This guarantee shall be valid upto _____ unless extended on demand by IAHE. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. _____ (Rs. _____ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the _____ day of _____ for _____ (indicate the name of bank).

DATE.....

SIGNATURE OF THE BANK

WITNESS.....

SEAL

(Signature, Name and Address)

PERFORMANCE GUARANTEE DETAILS

(i) The contractor shall submit an irrevocable Performance Guarantee of **5% (Five percent)** of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of Letter of Acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Bank Guarantee (BG) in accordance with the prescribed form annexed hereto from any Scheduled Commercial Bank operable at Noida/Delhi.

(ii) The Performance Guarantee shall be initially valid up to 60 days beyond defect liability period i.e. two years from scheduled completion date. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.

(iii) The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the IAHE is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:

(a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.

(b) Failure by the contractor to pay IAHE any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the

service of notice to this effect by Engineer-in- Charge.

(iv) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Director, IAHE.

FIRM'S RELEVANT EXPERIENCE

Relevant work carried out in the Last Five Years preceding the bid due date which best illustrate Qualifications

The following information should be provided in the format below for each reference assignment/work for which your firm/company was legally contracted by the client and completed by you:

Name of the Firm:

Sl. No.	Name of Work	Work-1	Work-2	Work-3	Work-4
1.	Agreement /work order reference				
2.	Name of the client				
3.	Date of start				
4.	Date of actual completion				
5.	Total amount received for the work				
6.	Reference to Clients certificate (page no. at which Clients Certificate is placed to be referred to)				
7.	Contact Details of Clients including Phone no. & address for further enquiry				

Note:

1. In case of number of works of more than 4, more columns can be added in the above table and can be continued on next page.
2. Only the value of contract as executed by the firm in its own name should be indicated.
All the pages of the Technical Bid are to be numbered continuously and page no. is to be referred under the reference column.
3. All the details should be supported by documentary proof, i.e., **client's certificates** clearly indicating commencement and actual completion date and contract amount payable **and payments made to the Contractor.**
4. **The experience of the Principal Firm / Agency will only be considered** for evaluation of Tender.

Signature of Authorized Representative

ANNEXURE-“VI”

FINANCIAL CAPACITY OF THE APPLICANT

Name of the Tenderer:

All Amounts in Rupees in Crore:

Sl. No.	Description	2019-20	2020-21	2021-22	2022-23	2023-24
1	Annual Turnover (defined as billing for works in progress and completed in all classes of Civil Engineering Construction Works only) for the last 5 (five) Financial Years					

NOTE:

(i) If Annual Turnover, as above, for the financial year 2023-24 is not available/ certified/ verified by CA, then Annual turnover for last 5 financial years (i.e. 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23) may be considered.

(ii) The financial data in above prescribed Performa shall be certified by Chartered Accountant/Company Auditor under his signature & stamp.

Signature of Authorized Representative

INTEGRITY AGREEMENT

(To be signed by the bidder and its authorized Signatory on behalf of IAHE)

This Integrity Agreement is made at on this day of..... 2024

BETWEEN

Indian Academy of Highway Engineers represented by **Deputy Director, Indian Academy of Highway Engineers, A-5, Sector-62, Noida** ‘Principal/ Owner’, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns.

AND

.....

(Name and Address of the Individual/ Firm/ Company)

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

Preamble

WHEREAS the Principal/ Owner has floated the Tender (NIT No.) (hereinafter referred to as “ Tender/ Bid”) and intends to award, under laid down organizational procedure, contract for Exterior Painting Work of Hostel and Substation Building at Indian Academy Of Highway Engineers, Noida Sector-62 hereinafter referred to as the “Contract”.

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

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

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

Article 1: Commitment of the Principal/Owner

1. The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

a. No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and

reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

c. The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2. If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

1. It is required that each Bidder/ Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government/ Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

2. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as

per proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

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

4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.

5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

2. Forfeiture of Bid Security Deposit/ Performance Guarantee/ Security Deposit : If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Bid Security Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

3. Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

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

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

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

Article 6- Duration of the Pact

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

Article 7- Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Head quarters of the Division of the Principal/Owner, who has floated the Tender.
2. Changes and supplements need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this Pact must be signed by Authorized person by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original

intensions.

5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- Legal And Prior Rights

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

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

..... (For and on behalf of Principal/Owner)

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

WITNESSES:

1. (Signature, Name and Address)

2. (Signature, Name and Address)

Place:

Dated:

BILL OF QUANTITIES AND ESTIMATES

S. No.	Description	Quantity	Unit	Rate (Rs.)	Amount (Rs.)
1	Dismantling old plaster or skirting raking out joints and cleaning the surface for plaster including disposal of rubbish to the dumping ground within 50 metres lead. Rate should be including of all required scaffolding for doing such type of work.	118.26	sqm	54.65	6,462.91
2	Chipping of unsound/weak concrete material from slabs, beams, columns etc. with manual Chisel and/or by standard power driven percussion type or of approved make including tapering of all edges, making square shoulders of cavities including cleaning the exposed concrete surface and reinforcement with wire brushes etc. and disposal of debris for all lead and lifts all complete as per direction of Engineer-In-Charge. Rate should be including of all required scaffolding for doing such type of work.	-		-	-
a	50mm average thickness	19.50	sqm	256.35	4,998.83
b	25mm average thickness	52.53	sqm	126.75	6,658.18
3	Cleaning of reinforcement from rust from the reinforcing bars to give it a total rust free steel surface by using alkaline chemical rust remover of approved make with paint brush and removing loose particles after 24 hours of its application with wire brush and thoroughly washing with water and allowing it to dry, all complete as per direction of Engineer-In-Charge. Rate should be including of all required scaffolding for doing such type of work.	-		-	-
a	Bars upto 12 mm diameter	364.51	m	8.25	3,007.21
b	Bars above 12 mm diameter	55.10	m	16.45	906.40
4	Anti-Corrosive Treatment: Providing and laying anticorrosive Treatment of Reinforcement by any approved make rebar corrosion protection system to existing reinforcement (The application shall be by brush). Process is to be complete as per the recommendation of manufacturer and direction of Engineer-in-charge. For payment exposed length of reinforcement will be measured. (Product - NITAZINC PRIMER Standard of FOSROC / Friazinc® R of Sika/ MasterEmaco P 130 of BASF or equivalent of pidilite& Krishna Conchem). Rate should be including of all required scaffolding for doing such type of work.	-		-	-
a	Bars Upto 12 mm diameter	364.51	m	55.70	20,303.21
b	Bars above 12 mm diameter	55.10	m	95.75	5,275.83

S. No.	Description	Quantity	Unit	Rate (Rs.)	Amount (Rs.)
5	<p>Bonding Coat: Providing, mixing and applying bonding coat of approved adhesive on chipped portion of RCC as per specifications and direction of Engineer-In-charge complete in all respect. The surface over which repair treatment is to be applied must be cleaned. Further, the application of bond coat (cement slurry added with chemical admixture) is essential to provide good adhesion between old to new work. Cost shall be including of supply of all material, labour, laying and required scaffolding. (Product: Bonding material such as Nitobond AR Standard Of fosroc or Arcylic polimer like master EmacoSBR2 of BASF or equivalent of pidilite etc approved by EIC). Sufficient water shall be used for mixing to obtain consistency like honey. It is suggested that mixing may be done in stirrer type mixer.</p> <p>Mix:</p> <p>Ordinary Portland Cement (OPC)- 43 grade : 1 pbw(part by weight).</p> <p>Bonding Material such as Nitobond AR of FOSROC or Acrylic polymer like Master EmacoSBR2 of BASF or equivalent : 1pbw(part by weight) or as per instruction of Manufactures.</p>	118.26	sqm	704.60	83,326.00
6	<p>Micro-Concrete: After removing loose mortar/concrete and cleaning the surface upto depth of rebars, providing and laying ready to use non shrink. Cementious free flow pre-packed micro concrete. Compressive strength \geq 50 MPa (28 days) according to ASTM C 109 of approved make and manufacture complete as per direction of Engineer-in-charge for replacing the carbonated part of concrete and repairing the damaged surface of concrete after fix the form work across the profile of damaged structural element. Pour the free flow non shrink. Cementious free flow micro concrete mix in the form work. Payment shall be made on the basis of consumed dry material of micro concrete mix. (Product :- Renderock RG of Fosroc/ SikaRep® Microcrete -4 of Sika / MasterEmaco S-346 of BASF or equivalent of Pidilite). Cost shall be including of supply of all material, labour for pouring micro concrete including of water proofing shuttering and required scaffolding.</p>	-		-	-
a	Without addition of aggregate	0.98	cum	73,434.65	71,965.96
7	<p>PMM: Providing, mixing and applying Polymer (latex) modified mortar to repair the damages on concrete/RB surface including sealing of the surface, which will work as water barrier to</p>	-		-	-

S. No.	Description	Quantity	Unit	Rate (Rs.)	Amount (Rs.)
	<p>surface. It has also been recommended for repairing of localised spalling etc. on the surface. The same shall be used to fill the V grooves in brick masonry, as damaged places. The mix should be prepared on site as per specification given below. Cost shall be including of supply of all material, labour, laying and required scaffolding.</p> <p>Mix : OPC - 43 grades 1pbw (part by weight): Well graded Sieved Sand (Zone II) : 3pbw (part by weight) : Internal waterproofing compound Conforming to IS:2645-2003 such as Conplast WL Xtra of FOSROC or equivalent : 150 ml/bag of cement (50 KG) : SBR latex bonding agent such as Nitobond SBR (Latex) or equivalent : 10% by weight of cement or as per manufacturer's specification</p> <p>Water Cement Ratio : 0.30-0.35</p> <p>Mix Proportion : The mix should be carried out in 1/2 bag cement (50kg) batches so that entire mixed mortar should be used in next 30-45 minutes. Mix should be properly applied over the surface and levelled. Mix shall prepared be as per manufacturer's recommendations with plasticised bonding agent.</p> <p>Consistency : Trowel able consistency</p> <p>Surface preparation : The concrete surface shall thoroughly roughened by chipping, sand blasting (if found necessary), followed by water jet cleaning.</p> <p>Recommended Manufacturers : M/S BASF India Ltd, M/S Fosroc Chemicals (India) Pvt.Ltd., M/s Krishna Conchem Pvt.Ltd., M/s Sika India Pvt.Ltd., M/s. Pidilite India</p>				
a	For 20 mm thickness over slab, beams, columns and stair case slabs.	118.26	sqm	824.60	97,517.20
b	Add/ deduct for every 10 mm thickness (50% lumpsum)	59.13	sqm	412.30	24,379.30
8	<p>Putty: Before applying putty, the surface shall be cleaned with Air jet. Providing and applying two coats of white cement based putty of minimum total thickness of 2 mm of Asian Paints/JK/Birla/Nippon/Nerolac/Berger as approved by Client confirming to the manufacturer's specifications with minimum validity of 3 months for applying from the date of receipt at IAHE, over the plastered wall surface in order to prepare an even and smooth surface. Cost shall be including of supply of all material, labour, laying and required scaffolding.</p> <p>Procedure of work execution: Cleaning of entire existing surface by air jet to ensure proper</p>	-		-	-

S. No.	Description	Quantity	Unit	Rate (Rs.)	Amount (Rs.)
	bonding of putty with existing surface. Applying putty in two layer & the second layer of putty shall be applied only after the first layer has been cured properly to ensure smooth surface.				
	Putty in first coat as per above description	6,279.69	sqm	156.05	9,79,945.62
	Putty in second coat as per above description	6,279.69	sqm	156.05	9,79,945.62
9	Paint: Finishing walls with 100% Premium acrylic smooth emulsion paint having VOC less than 50gm/litre and UV resistance as per IS 15489:2004, Alkali & fungal resistance, dirt resistance exterior paint of required shade (Company Depot tinted) with silicon additives. New Work (Two or more coats applied @1.43 litre/10 sqm over and including priming coat of exterior primer applied @0.90 litre/10 Sqm or as per manufactures specifications.Product: Paint: Ultima suprema of Asian Paint/Nippon Paint Atom Fibra Multipurpose Emulsion Paint/ Nerolac Excel Anti Peel Exterior Acrylic Emulsion/ Berger WeatherCoat Long Life 10 Luxury Emulsion with PU approved by client and product should have validity of minimum 6 months for using/applying from the date of supply/receipt to IAHE and overall warranty of the product should be minimum 4 years or as per manufacturers, if more from the date of application /apply on the surface from manufacturer. For that same, supplier is required to submit certificate from manufacturer for min. 4 years warranty(or as per manufacturers, if more) on product during supply of the product. Primer: Damp proof exterior primer in 10/20 litres sealed bucket of brand Smartcare Asian paint/ NipponHydroshield Dampproof/Nerolac Exterior Primer/Berger Weathercoat Exterior Primer approvedby Client confirming to the manufacturer's specification with validity of minimum 6 months for using/applyingfrom the date of supply/ receipt to IAHE.Rate should be including of all required scaffolding for doing such type of work.	5,640.44	Sqm	181.25	10,22,329.75
10	Texture Paint: Finishing walls with textured exterior paint of required shade : New work (Two or more coats applied @ 3.28 ltr/10 sqm) over and including priming coat of exterior primer applied @ 2.20kg/10 sqm Make: UltraTech Texture Paints/ OIKOS India/ Armour-Coat/ SKK or equivalent as approved by Engineer In Charge	639.26	sqm	223.60	1,42,938.54
11	Providing and Fixing powder coated aluminium tube (of size as per site requirement) of standard tubular sections/ appropriate sections and other	132.75	kg	530.90	70,476.98

S. No.	Description	Quantity	Unit	Rate (Rs.)	Amount (Rs.)
	sections of approved make conforming to IS:733 and IS:1285, on an existing aluminium frame for matching stop moulding. Aluminium Sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required all complete as per architectural drawings and the directions of Engineer-in-charge including removal of existing stop moulding. Powder coated aluminium (minimum thickness of powder coating 50 microns) Rate shall be inclusive of SS screws, fasteners and accessories for fixing of the same.				
12	Providing and Fixing Wire Gauge Door Shutters using Stainless Steel Grade 304 Wire Gauge (with wire of dia 0.5 mm and average width of aperture 1.4 mm in both directions) and supporting Aluminium Wire Gauge (with wire of dia 1.1 mm average width of aperture 8 mm in both directions). For fixing Wire Gauge, appropriate size of WPC Board shall be provided: 30 mm thick door shutters of WPC Board of size 205 cm (±5 cm) x 77 cm (±5cm) (actual size as per site). The top and bottom rail, middle and side stile will be of WPC Board and will be 100 mm wide. Two SS Tower Bolts (as per size required), One SS door stopper, one back rubber, four SS door butt hinges (as per size required) and two SS Door Handles (as per size required of ISI Mark) shall be provided. Cost inclusive of all the accessories, transportation and installation. The work shall be carried out as per directions of Engineer in Charge and sample approved by IAHE.	59.00	each	6,995.00	4,12,705.00
	GRAND TOTAL				39,33,142.50
				say	39,33,143.00