

**REQUEST FOR PROPOSAL**

**For *The* Proposed Interior and allied MEP Works**

***At***

**CDRIS – Coalition for Disaster Resilient Infrastructure Society**

4th and 5th Floor Shriram Bhartiya Kala Kendra,  
Copernicus Marg, New Delhi

***Architect***

**SHiFt: Studio for Habitat Futures**

Registered Office: R-1/301, Hauz Khas Enclave, New Delhi-110016

Corporate office: 41, 1st floor, Zamrudpur Community Centre, New Delhi 110048

Phone: 91 11 41016916, 45633125,

E-mail: spa@sanjayprakash.co.in

***Tenderer: CDRIS – Coalition for Disaster Resilient Infrastructure Society***

**PART 1**

## **NOTICE INVITING TENDER**

1. Sealed item rate tenders are invited on behalf of M/S CDRIS – Coalition for Disaster Resilient Infrastructure Society, for Interior Civil, and MEP Works at M/S CDRIS – Coalition for Disaster Resilient Infrastructure Society at Sriram Bhartiya Kala Kendra, Copernicus Marg, New Delhi.
2. Tenders not properly filled, mutilated, with incorrect calculations or generally not complying with the conditions MAY be rejected
3. Tendering process will be virtual, please see the document titled important dates for information regarding various stages such as pre bid query submission, tender submission
4. Tenderers should quote their rates both in figures and in words. No blank space shall be left.
5. If the tender is made by or on behalf of a company incorporated under the Companies Act (of 1956), it shall be signed by their Managing Director or one of the Directors duly authorized on that behalf. If it is made by a partnership firm, it shall be signed with the co-partnership name by a member of the firm who shall sign his own name and give the name and address of each partner of the firm and attach a copy of Power of Attorney with the Tender authorizing him to sign on behalf of the other partners. A certified copy of the registered partnership deed shall also be submitted along with the tender.

## **INSTRUCTIONS TO TENDERERS**

1. The tender should be filled in English with neat, legible, and correct entries. Rates are to be written in words and figure both.
2. If on check, differences are found between the rates given by the Tenderer in words and figures or in the amounts, the following procedure shall be followed.
  - a. Where there is difference between the rates in the figures and in words, the rates, which correspond to the amount worked out by the Tenderer, shall be taken as correct.
  - b. Where the amount of an item is not worked out by the Tenderer or it does not correspond with the rate written either in figures or in words, then the rate quoted by the Tenderer in words shall be taken as correct.
  - c. Where the rate quoted by the Tenderer in figures and in words tallies but the amount is not worked out correctly, the rate quoted by the Tenderer shall be taken as correct and not the amount.
3. No additions or alterations shall be made in the drawings, specifications, schedule of Quantities, conditions of contract and the tender by the Tenderer and, if made, such tender is liable to be rejected. In case of the successful tender, any such additions and alterations made by the Tenderer shall be treated null and void. Conditional Tenders are liable to be rejected outright.
4. The tender shall remain valid for acceptance for a period of 90 days from the date of opening of tender.
5. For the selection of vendor, please fulfil all criteria mentioned in PART 4 – Vendor selection form, by attaching relevant documents.
6. In case, the final awarded marks of two more parties match which is the highest marks then the decision will be based on site visits of selected similar works of those contractors.
7. The decision of CDRIS shall be given within three calendar months from the date of receiving the tender within which period the terms of the tender will be binding on the Tenderer. The Earnest Money of the unsuccessful Tenderer shall be returned within ninety days from the date of award of the contract to the successful bidder.
8. Acceptance of tender shall rest with the M/S CDRIS – Coalition for Disaster Resilient Infrastructure Society who does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all the tenders without assigning any reason and the right of accepting whole or part of any tender.
9. After acceptance of tender, the successful Tenderer shall sign the necessary Contract within fifteen days from the date of award letter. In case of delay, if the successful tenderer does not commence the work on the date mentioned in the award letter for commencement of work, the earnest money shall be forfeited and the tender will be cancelled. In such event CDRIS may negotiate with any of the other Tenderers without any prejudice.

10. The Tenderer shall be familiar with the site conditions before quoting the rates. No claim on account of site conditions, levels, and available infrastructure around the plot shall be entertained.
11. Schedule of Quantities, conditions of contract and drawings, if issued, must be returned along with the tender duly signed on each page by the Tenderer.
12. In case of partnership firm, the tender shall be signed with the co-partnership name by a member of the firm who shall sign his own name and give the name and address of each member of the firm and attach a copy of the Power of Attorney with the tender. In case of tender submitted by a company, it shall be signed by its Managing Director or a duly authorized person and shall bear official seal of the company.
13. The Tenderer, whose tender has been accepted shall within ten days of the intimation of acceptance of the tender, hand over to the Managing Director Stamp paper of the required value for entering into agreement. Tenderers failure to comply with these conditions within the time shall give right to CDRIS to revoke acceptance of the tender and forfeit his earnest money, without any further notice to the Tenderer.
14. Tenderer shall deposit earnest money of 7.5 Lakhs in the form of Bank Draft along with the Tender in favor of CDRIS– Coalition for Disaster Resilient Infrastructure payable at New Delhi.
15. The quantities given in the schedule of quantities are liable to variations. Such variations in quantities shall not, however, vitiate the Contract in any way whatsoever and the Contractor shall be paid for the actual measured quantities and item of work executed by him at the rates given in the Schedule of Quantities.

#### **SUBMISSION OF PROPOSALS:**

1. Bidders should submit Technical proposal and Financial proposal for the scope of work as mentioned in the RFP document. Bid should be prepared with scanned copies of all necessary documents and converted into separate PDF files – each having different passwords. File must be named as (also see Annexures).
  - i. [Agency name] Technical Bid (PASSWORD protected file)
  - ii. [Agency name] Financial Bid (Name of Assignment) (PASSWORD protected file)
  - iii. **Technical Bid:** In Technical bid, bidders are required to provide scanned copies of all the document as per the instruction provided in the RFP document along with scanned copies of supporting documents.
  - iv. **Financial Bid:** In the Financial bid, bidders are required to provide Signed and Stamped scanned copy of their financial proposal strictly according to Annexure II, without any cutting or overwriting.

- v. **THE BID IS TO BE SUBMITTED through EMAIL to [dd.admin@cdri.world] on or before 10 March 2021 by 5.30 P.M. with subject line: “BID SUBMISSION For *The Proposed Interior and allied MEP Works At CDRI – Coalition for Disaster Resilient Infrastructure*” [your agency name]**. Submission of bids may be confirmed over phone with Ms. Megha Punia, Dy. Dir. (HR & Admin), CDRIS (Ph: 011 41003252). BIDS received later than this deadline are liable for rejection.
- vi. The email should include all the password-protected-PDF files listed above as attachment. Only one email should be sent by each bidder for the specified service stated in the point no. 2. Multiple emails may lead to disqualification of bidder.
- vii. **PASSWORD:** Password for Technical Bid pdf file should be submitted along with the Bid Submission documents. Password FOR FINANCIAL BID MUST NOT TO BE SHARED ALONG WITH BID SUBMISSION. Sharing of password for Financial Bid along with the bids, may lead to its rejection.
- viii. Use Times Roman Font for sending Password to ensure readability.
- ix. Password of Financial bid will be asked after the evaluation of Technical bid. For opening the financial bid, the process described above will be followed. Date and time of sending password will be intimated accordingly. Failure in sending the password, or providing the incorrect password, in stipulated time and date, may lead to rejection of bid.
- x. Bidders are required to maintain record of their “Passwords” during the bidding process and provide the same to CDRIS as and when requested.
- xi. Queries regarding this RFP can be sent to (dd.admin@cdri.world) with subject line “

For *The Proposed Interior and allied MEP Works At CDRI – Coalition for Disaster Resilient Infrastructure*”.

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## **QUALIFICATION CRITERIA**

### **A. Pre-qualification Criteria**

The tenderer must fulfil the following pre-qualification criteria to be eligible for the tendering process to bid for this tender:

1. Bidder should be financially sound. Bidder should have an average minimum annual turnover of Rs 3 Crore Rupees in the last 3 financial year ending 2019-2020. Should be supported with audited documents.
2. The company should be in the field of providing business for at least 5 years as on the Bid due Date.
3. The bidder must comply with the statutory requirement, such as registration with ESI, EPF, PAN /TIN/TAN & GST etc.

4. Consortium / joint venture bidders are not allowed.
5. The bidder must submit for the following;
6. i. The company / firm should not have suffered bankruptcy / insolvency in the past three years
7. ii. The company / firm should not have been blacklisted by any government / public sector organization;
8. iii. The company / firm should not have abandoned projects / contract works incomplete;
9. iv. The bidder should not have any litigations or arbitration or court cases in any of the projects belonging to Govt./PSU ‘
10. Bidder should have executed “civil works, interior finishing, all allied services such as electrical, plumbing, firefighting, HVAC, etc. in any construction project during last 3 years.
11. Please see and fill pre-qualification form below. Please note Pre-qualification form has also been separately attached as annexure 1 (editable copy) for your further working and attach supporting documents.

CDRI Office Interior and Allied MEP Services Project - Sriram Bhartiya Kala Kendra,  
Copernicus Marg, New Delhi

**Vendor Pre Qualification**

**Interior, Finishing, and MEP works**

SL No.	COMPANY	DESCRIPTION
1	TRADE	
2	LOCATION	
3	REGISTERED ADDRESS	
4	BUSINESS ADDRESS	
5	PRINCIPAL / OWNER	
6	MOBILE	
7	EMAIL	
8	CONTACT-2	
9	MOBILE	
10	EMAIL	
11	TELEPHONE-1	
12	TELEPHONE-2	
13	YEAR OF COMPANY REGISTRATION/FORMATION	
14	TURNOVER 2018 – 2019(INR)	
15	TURNOVER 2019 – 2020 (INR)	
16	TURNOVER 2020 – 2021 (INR)	
17	ESI/EPF REGISTRATION	
18	IS THEIR ANY HISTORY OF ENVIRONMENTAL / SAFETY ISSUES AT PROJECTS ? (If yes please provide the details of the accident / incident)	
19	ANY ON GOING / PAST INSTANCE OF LITIGATION ? (if yes please attach a details)	
20	Do you have a OCCUPATIONAL HEALTH, SAFETY AND ENVIRONMENT POLICY? (If yes, please attach a copy)	
21	Staff strength (only employees of the company, do not consider outsourced staff)	
22	Key Position Holders (Management Staff) in the firm (GM	
23	PLEASE LIST TOP FIVE PROJECTS THAT YOU WOULD LIKE US TO CONSIDER WHILE EVALUATING YOUR FIRM. CONSIDER PARAMETERS LIKE BEST QUALITY, CLIENT SATISFACTION, VALUE / SIZE OF THE PROJECT & ANY SPECIAL FEATURES OF THE PROJECT (built-up area sq.ft.) & (billing) (EXECUTED DURING LAST 5 YEARS)  Client references for the above stated projects - contact person, designation & telephone numbers.	PROJECT-1
		SIZE(sq.ft.)
		BILLING(Million INR)
		PROJECT-2
		SIZE(sq.ft.)
		BILLING(Million INR)
		PROJECT-3
		SIZE(sq.ft.)
		BILLING(Million INR)
		PROJECT-4
SIZE(sq.ft.)		
BILLING(Million INR)		
PROJECT-5		
SIZE(sq.ft.)		
BILLING(Million INR)		
24	PF/ESI details :-	
	PF Regn No.	
	ESI Reg No.	
25	PAN No. (Also, PI enclose Photo copy)	
26	Arbitration Cases	
	No. of Past cases	
	No. of Present cases	
27	PLEASE DECLARE IF YOUR FIRM on any occasion was excluded from a tender list or procurement process ? If YES state the Project, Client, occasion and reasons for exclusion".	

## **B. Evaluation Criteria**

The proposals of the participating firms who meet the pre-qualification criteria stated above only will be considered for evaluation and awarded points. A firm/agency will be selected under QCBS method and procedures described in this RFP.

It is clarified that the decision of CDRIS shall be final in this case of evaluation of the criteria contemplated in this section.

1. Proposals will be evaluated first from the Technical stand point and ranked by committee according to the evaluation criteria defined below and supported by documentary evidences.
2. Financial bids of participants who qualify the technical criteria will be opened. Only participants scoring 75 marks and above in Technical Scoring (St) will be considered applicable, incase less than 3 bidders able to score 75 marks then top 5 bidders will be considered.
3. The formula for determining the financial scores is the following: –

$$Sf = 100 \times Fm / F$$

In which Sf is the financial score

Fm is the lowest price and

F is the price of the proposal under consideration

Composite Score (S)

75 % weightage will be awarded for Technical Proposal (T) and 25 % weightage will be awarded for Financial Proposal (P).

$$\text{Composite Score (S) = Score (S) = ( St x T) + (Sf x P) = Highest Points}$$

The Bidder with the highest Composite Score (S) would be considered for award of contract and will be called for negotiations, if required.

Please see and fill technical criteria form below. Please note technical criteria form has also been separately attached as annexure 2 (editable copy) for your further working and attach supporting documents.



**PART 3 – Technical Criteria for qualification**

Sno	Criteria	Maximum Marks	Marks Awarded
<b>1</b>	Completed office/hospitality interior projects in the last 5 years off values:-	25	
a	Greater than 4 Cr INR (10 marks Per Project, maximum 25 points )		
b	2 Cr – 4 Cr INR (5 marks per project, maximum 15 marks)		
<b>2</b>	Completed Renovation works in interiors in the last 3 years	15	
a	Greater than 7500 Sft (6 marks Per Project, maximum 15 points )		
b	5000 – 7500 Sft (3 marks per project, maximum 10 marks)		
<b>3</b>	Interior projects completed with, HVAC, Electrical, LV, Plumbing, Fire fighting services in the last 3 years (single work order required for all services)	30	
a	Project completed with all 5 services (10 marks per projects, maximum 25 marks)		
b	Project completed with any 4 services (6 marks per projects, maximum 15 marks)		
c	Project completed with any 3 services (2 marks per projects, maximum 5 marks)		
<b>4</b>	Interior projects completed with the following in the last 5 years		
a	Only Furniture (fixed and movable) of value greater than 25 Lakhs (5 marks per project, maximum marks 15)	15	
b	Worked with a traditional artist in situ for creating art on various surfaces (3 marks per project, maximum 10 marks)	10	
c	Worked with a graphics designer for installation of graphics on site (2 marks per project, maximum 5 marks)	5	
	<b>TOTAL</b>	<b>100</b>	<b>0</b>
<p><b><i>PLEASE NOTE</i></b></p> <p>1. To be supported with applicable work orders, completion certificates, photographs etc.</p> <p>2. Supporting documents should clearly show the intent as required by each criteria head.</p> <p>3. A cover letter should be attached clearly specifying which supporting document is applicable for which criteria head.</p> <p>4. Supporting documents can be used in multiple criteria heads if applicable.</p>			

## **TENDER FORM**

To,  
CDRIS – Coalition for Disaster Resilient Infrastructure Society

Dear Sirs,

I / We do hereby tender for the execution of the work specified hereinafter within the time specified and the rates specified therein and in accordance, in all respects, with the specifications, design, drawings and instructions supplied by you / your Architect which I / we have read very carefully.

- (a) General Description of work : Construction of civil works & plumbing etc.  
for CDRIS – Coalition for Disaster Resilient  
Infrastructure Society
- (b) Earnest Money : Rs. 7.5 Lakhs through bank transfer
- (c) Time allowed for the work : 120 Days

I / we hereby distinctly and expressly declare and acknowledge that before the submission of my / our Tender. I / we have carefully followed the Notice inviting Tender, General Conditions of contract, Special Conditions of Contract, Specifications, Bill of Quantities and drawings and clearly understood all the conditions of contract. I / we have also seen the location where the said work is to be executed and made such investigations of the work required in regard to the material required to furnish as to enable me / us to complete the work successfully.

I / we enclose herewith a Demand Draft No. \_\_\_\_\_ for Rs. \_\_\_\_\_ /- duly certified from bank as good for payment as earnest money, which shall not bear any amount of interest.

Should this tender be accepted in whole or in part, I / we hereby agree to abide by and fulfill and the terms and conditions annexed hereto. If I / we fail to sign the Agreement and commence the work, I / we understand that the earnest money shall stand absolutely forfeited to CDRI. Otherwise the earnest money shall be retained by CDRI towards Security Deposit as described in the General conditions of the contract. I / we also agree to the Security Deposit being deducted from my / our bills in accordance with the General Conditions of contract. I / we agree to keep the offer open for 90 days from the date of opening of Tender.

Yours faithfully,

Dated: \_\_\_\_\_

**Appendix**

Signature  
Name & Address

1. Earnest Money Deposit : 7.5 Lakh Rupees

2. Security Deposit : Shall be deducted @ 10% of the value of Work done in R/A & Final bill. Initial deposit of Earnest Money, will form a part of the Security Deposit.
3. Date of Commencement : -----
4. Period for completion of work : 120 Day from date of commencement
5. (i) Liquidated damages for delay /  
Non completion of work : @ 1% of the contract value for every week of delay subject to maximum of 10% of the contract value.  
(ii) Incentive for early completion: @ 0.5% of the contract value for every week of early completion subject to maximum of 5% of the contract value.
6. Defect liability period : 12 months
7. T.D.S./Works contract : Statutory deductions towards  
T.D.S. / Works contract tax shall be made from each and every payment as per the prevailing rules of the Govt. or local authorities.
8. Payment Terms : Minimum Bill value to be raised 20 Lakh Rupees.
9. Performance Bank Guarantee (PBG): The EMD + Amount deducted from running bills towards Security deposit is the PBG
10. Estimated cost of the project : Approximately 2 Crores

## **ARTICLE OF AGREEMENT**

**ARTICLE OF AGREEMENT** made at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2021 between CDRIS – Coalition for Disaster Resilient Infrastructure Society,

Sriram Bhartiya Kala Kendra, Copernicus Marg, New Delhi (Hereinafter referred to as CDRIS which expression shall include his heirs, executors, administrators and assigns) of the part and M/s \_\_\_\_\_

\_\_\_\_\_ through Shri. \_\_\_\_\_ duly authorized representative (hereinafter referred to as the CONTRACTOR which expression shall include his heirs, executors, administrators and assigns) of the other party.

WHEREAS CDRIS is desirous of "Interior works at CDRIS – Coalition for Disaster Resilient Infrastructure Society Sriram Bhartiya Kala Kendra, Copernicus Marg, New Delhi India as per the Drawings, Notice inviting tender, special conditions of contract, General Conditions of Contract. Specifications and Bill of Quantities, describing the work to be executed under the guidance of M/s SHiFt – Studio for Habitat Futures, 1st floor, Zamrudpur Community Centre, New Delhi 110048 have been signed by or on behalf of the parties here to and

WHEREAS the CONTRACTORS has agreed to execute, subject to the conditions set forth therein, the works shown upon the "said drawings" and described in the "said specifications" and the "said priced Bill of Quantities" (all together hereinafter referred to as "the conditions")

AND WHEREAS the contractor has submitted the security deposit of Rs. \_\_\_\_\_(Rupees)\_\_\_\_\_ (Only) in the form of \_\_\_\_\_.

AND WHEREAS CDRI accepted the TENDER of the said CONTRACTOR for the provision & execution of the said works upon the terms & conditions of Tender at a cost of Rs. \_\_\_\_\_ including all taxes / sales – tax / escalation / freight / insurance etc. with clear mention that nothing extra shall be payable.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS: -

1. In consideration of the payments to be made to the Contractor for the work to be executed by him, the Contractor hereby covenant with CDRIS that the Contractor shall and will duly provide, execute and complete the said works as per terms of the Contract perform all other acts and things in the Contract mentioned or described or which are to be implied there from or may be reasonable, necessary for the completion of the said works and at the times and in the manner and subject to the terms and conditions or stipulations mentioned in the Contract.

2. In consideration of the due provision, execution and completion of the said works, CDRIS does hereby agree to pay to the Contractor for the work actually done by him at the "SCHEDULE RATES" as accepted by CDRIS or at such other rates as per the provisions of the contract and such other sums as may become payable to be made at such time and in such manner as set forth in the terms of conditions of the Contract.
3. In consideration of the above the Contractor does hereby agree to pay to CDRIS the sums as may become due to CDRIS for the services, if any, rendered by CDRIS to the contractor and such other sum or sums as may become payable to CDRIS as per terms and conditions of the Contract, such payments to be made at such time and in such manner as is provided in the Contract.
4. The term "ARCHITECT" in this agreement shall mean the said M/s SHiFt – Studio for Habitat Futures 1st floor, Zamrudpur Community Centre, New Delhi 110048 -or in the event of their ceasing to be the Architects for the purpose, any other Architect engaged by CDRIS. Provided always that no person (s) subsequently appointed to be the Architects under this contract shall be entitled to disregard or overrule any decision of approval or direction given or expressed in writing by his predecessor.
5. The M/S CDRIS – Coalition for Disaster Resilient Infrastructure Society through their Architects reserve to themselves the right of altering the drawings and nature of the works and of adding to or omitting any items or works or having portions of the same carried out departmentally or otherwise and such alterations or variations shall be carried out without prejudice to this contract.

This agreement comprises of the following documents: -

1. Tender notice.
2. Tender Form
3. Articles of Agreement
4. General conditions of Contract
5. Special Conditions
6. Schedule 'A'
7. Schedule of Quantities
8. Tender drawings.

3. THE CONTRACTOR FURTHER UNDERTAKES THAT: -

4. The work shall be completed well within stipulated time and to the best of quality as per terms and conditions set forth in the TENDER DOCUMENTS.
5. Any material not approved by the Architect / Engineer –in-charge / Authorized Representative of CDRI would be removed from the Site within 48 hours failing which CDRIS may get the same removed at the cost & risk of the Contractor.

6. The contractor has fully read and understood all the terms and conditions of the bid documents.
7. That the Contractor shall work in close liaison / co-ordination with other agencies working at the site and nothing Extra / damages shall be paid / payable on account of Damage / delay / non-performance.
8. The Contractor shall be wholly & solely responsible to observe all the laws, rules regulations including Building Bye – laws and conditions laid down by the New Delhi and other Local Civil Authorities, of New Delhi or the Central Govt. and other public authorities; and that Contractor shall be liable to pay all taxes, royalties, licenses, damages, penalties of all types arising in respect of execution of the work like Octroi, sales tax and other types of taxes. The Contractor shall take valid license in his favor under the provisions of the Contract labour (regulation and litigation) Act 1970 before starting the work and nothing shall be paid extra on this account.
9. The Contractor shall be responsible for terms and conditions of services of the labourers and other staff employed / engaged / deputed at site as per rules applicable in the state including Pay & Allowances, salaries, wages, C.P.F., Insurance, compensation and medical facilities etc. and CDRIS shall not be a party in any such matter.
10. It shall be the risk and sole liability of the Contractor for injury, mishap caused, if any, to any person at the works site including Civil / Criminal liability, if any; and that CDRI shall not in any way be responsible or liable.
11. The Contractor shall indemnify and protect CDRIS and his employees or agents from any losses, claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him by reason of any act of omission by the said Contractor, his agents or employees in execution of the work, in guarding of it, and / or by any reason of alleged patent infringements.
12. Jurisdiction – Only the courts in Delhi and no other court shall have jurisdiction to try or entertain any suit or matter relating to the contract.

Various provisions made in this contract have been carefully read and fully understood by me, the undersigned.

IN WITNESS THEREOF the parties hereto have hereunder set their hands this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
For and on behalf of CONTRACTOR

\_\_\_\_\_  
for and on behalf of

CDRIS – Coalition for Disaster Resilient  
Infrastructure Society

Signed by the said in the  
Presence of

Signed by the said in the  
presence of

\_\_\_\_\_

\_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

OCCUPATION: \_\_\_\_\_

OCCUPATION: \_\_\_\_\_

**PART – I**  
**GENERAL CONDITIONS OF CONTRACT**

**1. Interpretations**

In construing these conditions, the Specifications, the Schedule of Quantities, and contract agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise require.



- (a) "CDRIS" : Shall mean CDRIS – Coalition for Disaster Resilient Infrastructure Society, Sriram Bhartiya Kala Kendra, Copernicus Marg, New Delhi and shall include his (their) legal representative assigns and successors.
- (b) "Architects" : Shall mean M/s SHiFt – Studio for Habitat Futures 1st floor, Zamrudpur Community Centre, New Delhi 110048
- (c) "Contractor" : The individual, firm or company undertaking the works as well as the executors and administrators or other person's representatives of the individual or of the members composing the firm and the permitted assigns of the individual or firm and successors of the Company.
- (d) "Work" : Shall mean the works to be executed in accordance with the contract or part thereof as the case may be and shall include all extra, additional, altered or substituted items as required for the purpose of the Contract for satisfactory completion of the structure to make it function well for purposes for which it is intended.
- (e) "Site" : Shall mean the site of contract works including any buildings and erections thereon and any other land adjoining thereto inclusively as aforesaid allotted by CDRIS for the contractor's use.
- (f) "Contract" : Shall mean these conditions. Notice Inviting tender, Additional Conditions of Contract, Appendices, General instructions to the contractor, Supplementary instructions directions / undertaking, Specifications, Schedule of Quantities, set of drawings, letter of acceptance of the tender, and the contract agreement attached hereto the tender form.
- (g) "Notice writing" in: Shall mean a notice in written, typed or printed or characters sent (unless delivered personally or "Written Notice" otherwise proved to have been received) by registered post addressed to the registered office of the addressee and shall be deemed to have been received when in the ordinary course of post, it could have been delivered.
- (h) "Act of Insolvency" : Shall mean any act of insolvency as defined by the Presidency Towns insolvency act or any act amending such original.
- (i) "Virtual Completion" : Shall mean that the building is in the opinion of the E-in-C/Architects fit for occupation.

- (j) “Engineer-in-charge” : Shall mean the officer appointed by the Owner for (E-in-C) supervision of the construction of the building, issue on the spot directions / instruction, both oral as well as in writing to the contractor, keeping proper measurement books, verification of interim bill/final bill claims that may be submitted by the contractor from time to time.
- (k) “B.I.S. or I.S.I.” : The terms B.I.S. and / or I.S.I. shall mean the “Indian Standard specification as issued by the Indian Standard Institution current on the date of submission of the tender.
- (l) “Words” : Words imparting persons include firms and corporations. Words imparting the singular only also include the plural. Words imparting the male also include the female and vice versa where the context so requires.

## 2. Law Governing the Contract

The Indian law of Contract shall govern this Contract.

## 3. Scope of Contract

- a. The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of CDRIS/Architect E-in-C. CDRI / Architect may in their absolute discretion from time-to-time issue drawings and/or written instruction, details, direction and explanations which are hereafter collectively referred to as “CDRIs/Architects Instructions” in regards to:
- i. The variation or modification of the design, quality or quantity of works or the additions or omissions or substitution of any work.
  - ii. Any discrepancy in the drawings between the Schedule of Quantities and / or Drawing and / or specifications.
  - iii. The removal from the site of any materials brought thereon by the Contractor and substitution of other materials therefore.
  - iv. The removal and/or re-execution of any works executed by the Contractor.
  - v. The dismissal from the works of any persons thereupon.
  - vi. The opening up for inspection of any work covered up.
  - vii. The amending and making good of any defects.
  - viii. The Contractor shall forthwith comply with and duly execute any work comprised in such Architect’ Instructions provided always that verbal instructions, and directions explanations given to the

Contractor or his foremen upon the works by the Architects shall if involving a variation be confirmed in writing by the Contractor within seven days and not dissented from in writing within a further period of seven days by the Architects, such shall be deemed to be Architect's Instructions within the scope of Contract. Rates of Items not mentioned in Priced Schedule of Quantities shall be fixed by CDRI before execution of such works in writing. No claim what so ever shall be entertained later on.

(b) The Contract shall include all labour, materials, tools, plant, & other amenities equipment and transport which may be required for, and in the full and entire execution and completion of the works and shall unless otherwise stated, include waste on materials, carriage and cartage, carrying of empties, hoisting, setting, fitting and fixing in position, commissioning, testing and all other labour necessary in and for the full and entire execution and completion of aforesaid work in accordance with specifications with up to date correction slips & good engineering practice and recognised engineering principles.

(c) The Contractor shall provide everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Specifications taken together, whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from and if the Contractor finds any discrepancy in the Drawings or between the Drawings, and Specifications, he shall immediately and in writing refer the same to the Architect who shall decide which is to be followed.

(d) The Contractor must visit the site of work before submission of tender to fully satisfy themselves on all questions relating to and concerning the existing conditions of site and performance thereon. He must fully acquaint himself before submission of tender as to the facilities of site, limitation as to the extent and position of working space, the existing facilities like gates, roads etc. for transportation of materials within the site and for all information concerning the site and affecting the performance of the work. He must go through all the drawings, specifications and tender documents. Any further clarifications in the drawings and documents can be had from the office of CDRIS / Architect. No extra claim shall be entertained on grounds as mentioned herein above.

#### 4. Emergency Works

Emergency works mean any urgent measures which in the opinion of the E-in-C, become necessary during the progress of the works to obviate any risk of accident or failure or

which becomes necessary for security of or rectification to essential services during the defect's liability period. If any Emergency works become necessary and the Contractor is unable or unwilling to carry them out, the E-in-C may on his own or through other workpeople, carry them out, as he may consider necessary.

If the emergency works arise which the Contractor is liable under the Contract to carry out at his own expense or which are included in the Contract Rates for works being executed by the Contractor, all expenses incurred on them by CDRIS shall be recoverable from the Contractor and if necessary, be set off against any sum payable to him under this Contract.

## **5. Discrepancies and Adjustment or Errors**

a) The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed Drawings being followed in preference to small-scale drawings and figure dimensions in preference to scale drawings.

b) In case of discrepancy between schedule of quantities, the specification and of the drawing the following order of precedence shall be observed:

- (i) Description of schedule of quantities.
- (ii) Particular specification and special condition if any.
- (iii) Drawings
- (iv) Indian Standard specification of BIS.
- (v) Standard engineering practice.

c. If there are varying or conflicting provisions made in any one document forming part of the Contract, CDRIS in consultation with Architect shall be the sole deciding authority with regard to the interpretation of the document and their decision in this respect shall be final and binding.

### **6. Assignment and Subletting**

The whole of the works included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part thereof or interest therein without the written consent of CDRIS; but no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.

## **7. Mandatory Requirements**

The Contractor shall conform to the provisions of all Acts of the Legislature relating to the works and to the Regulations and Bye-Laws of any authority and of any water, lighting and other/Companies and/or Authorities with whose systems the structure is proposed to be connected and shall make necessary variations from the Drawings or Specifications that may be necessitated for conforming to rules, give to CDRIS written notices, specifying the variation proposed to be made and the reason for making it, and apply for instructions thereon. In case the Contractor shall not within 2 weeks receive such instructions, he shall proceed with the work, in question, and any variation so necessitated shall be dealt with as per relevant clause. The Contractor shall bring to the attention of the E-in-C all notices required by the said Acts, Regulations or Bye-Laws to be given to any Public Office all fees that may be properly chargeable in respect of the works and lodge the receipts with the E-in-C.

The Contractor shall follow rules regarding workmen compensation, minimum wages, ESI Act etc. The Owner will deduct money from the bills of Contractor and shall pay minimum wages to the laborers/workers in case they are not paid as per the prevailing Minimum Wages Act, applicable in New Delhi.

## **8. Indemnity of CDRIS**

(a) The Contractor shall indemnify CDRIS against any action, or claim coming out of the construction and shall defend all actions arising from such claims and himself pay any damages, cost of all and every sort or other charges which may be payable in respect of any article or material or part thereof legally incurred in respect thereof and included in the Contract.

(b) The Contractor shall indemnify CDRIS against all claims, which may be made upon CDRIS whether under the Workmen's Compensation Act, or under Common Law in respect of any employee of the Contractor.

(c) The Contractor shall also be responsible for all injury to persons, animals or things, which may arise from the operation or neglect of him, or any of his employees. The Contractor shall indemnify CDRIS and hold him harmless in respect of all and any expenses arising from any such injury of damage to persons, animals or things as aforesaid and also in respect of any claims made in respect of injury or damage under any Acts of Government or otherwise and also in respect of any Award of compensation damage consequent upon such claim.

(d) CDRIS shall be at liberty and is empowered to deduct the amount of any damage compensation, costs, charges and expenses arising or occurring from or in respect of any such claim or damage from any sum or sums due or to become due to the Contractor, which CDRIS will be the sole deciding authority.

## **9. Date of Commencement and Completion**

The Contractor shall regularly proceed with and complete the entire work on or before the 'Date of Completion' stated in the appendix, subject nevertheless to the provision for time hereinafter contained. Date of completion is the date or dates for completion of the whole or any part of the works, set out in or ascertained in accordance with the tender documents or any subsequent amendment there to as provided in the conditions.

## **10. Admission to Site**

- a. CDRIS / Architect/ E-in-C and their representative shall at all reasonable times have free access to the works and Site, or other places where material are lying or places from which they are being obtained and the Contractor shall give every necessary facility to CDRI/ Architect/ E-in-C or his representative for inspections and examination and test of the materials and workmanship as and when required by CDRIS/Architect/ E-in-C.
- (b) Any officials of CDRIS connected with the Contract shall have the right of entry to the site at all times.
- c. The Contractor shall provide if necessary or if required, on the site all temporary access and shall alter, adopt and maintain the same as required from time to time and shall take up and clear away as and when no longer required and make all good.
- (d) CDRIS reserves the right to use the premises and any portions of the site for the execution of any work not included in this Contract which he may desire to have carried out by other persons and the Contractor is to allow all reasonable facilities for the execution of such work but is not required to provide any plant, material, or labour for the execution of such work except by special arrangement with CDRIS. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract and the Contractor is not to be responsible for any damage or delay, which may happen to or be occasioned by such arrangement
- (e) CDRIS reserves the right of taking over, at any time, any portion of the site, which he may require, and the Contractor shall at his own expense clear such portion forth with, without claiming any compensation on this account.

## **11. Temporary Workshop, Stores Etc.**

The Contractor shall during the progress of the work, provide, erect and maintain at his own expense temporary workshop, stores, site office etc. as required for the proper and efficient execution of the works. On completion of work and if necessary, on completion of defects liability period as decided by CDRIS, all such temporary buildings shall be cleared away and the site reinstated and left clean and tidy. No payment shall be made to the Contractor for the above work.

## 12. Labour

- a. The Contractor shall work only on and during the hours of working day unless he obtains the prior written approval of CDRIS to do otherwise. If such approval is given no liability in respect of any excess cost arising there from shall be incurred by CDRIS.
- b. The Contractor shall remain liable for the payment and shall pay or cause to be paid all wages or other money to his work people or employees in connection with the said work under the Act or Enactment relating thereto and rules framed there under as if the labour had been directly employed by him.
- c. The contractor shall be liable to pay minimum wages to the labour. The contractor should be registered and must have a P.F. A/C no. for his workmen.
- d. In respect of all labour directly or indirectly employed on the works for the performance of the Contractor's part of this Agreement, the Contractor shall comply with or cause to be complied with the current labour Regulations in regard to all matters provided therein and with all other labour Laws as may be applicable which shall be deemed to be a part of this Contract and P.F. laws.
- e. The Contractor shall during the progress of the work comply at his own expense with all the current rules and provision for the protection of health and sanitary arrangements and safety provisions for workers employed and shall at his own expense provide for all facilities in connection therewith.

## 13. Materials to Be Supplied by the Contractor

a) The Owner may or may not provide basic material required for the works. All charges on account of transport, Octroi, terminal tax or sales tax etc. and other duties on materials obtained for the work from any source will be borne by the Contractor.

b) **SAMPLE OF MATERIAL:**

The Contractor shall, at his own cost and expense supply to CDRIS and or Architect samples of materials proposed to be used in the works for approval before being

used. Without the written consent of CDRIS or Architect or their representatives, no material is to be used/incorporated in the work.

c) TESTING OF MATERIALS:

CDRIS/Architect/ E-in-C shall be entitled to have tests carried out as specified in CPWD specifications relevant IS code for any materials supplied by the Contractor and the Contractor shall provide at his expense all facilities, which CDRIS may require, for the purpose. The cost of materials consumed in tests shall be borne by the Contractor. The cost of testing and transportation of samples to the approved laboratory shall be borne by the Contractor.

Testing to be carried out by reputed testing laboratory such as: Local approved laboratory or (1) Sri Ram Test Lab, Delhi (2) National council for cement and building materials, Ballabgarh or as directed by E-in-C/Architect.

d) REJECTION OF MATERIALS:

CDRI shall have full power to reject/remove any or all the materials brought to site by the Contractor which are not brand new and in accordance with the Contract Specifications or do not conform in character or quality to sample approved by CDRIS/ Architect. CDRIS or Architect shall have full powers to permit or to approve materials to be substituted for rejected materials. Such defective materials not conforming to the Indian Standards or specifications mentioned in the Contract shall have to be removed by the Contractor from site within 3 days after receiving written notice to do so by CDRIS/ E-in-C.

#### 14. Plant and Equipment

The Contractor shall at his own cost and expense supply tools, plants and Equipment required for the execution of the work.

#### 15. Transport

The Contractor shall at his own expenses supply all transport required for execution of the Contract.

#### 16. Setting Out of Works

The Architect shall supply dimensions, drawings, levels and other information necessary to enable the Contractor to set out the works and the Contractor shall execute it.

#### 17. Provisional Sum/ Item



- a. 'Provisional Sum' means a lump sum included in the tender documents and represents estimated value of work for which details are not available at the time of going to tender.
- b. 'Provisional Items' mean items for which approximate quantities have been included in the tender documents.
- c. The full amount of Provisional Sums and the value annexed to each Provisional Item shall be deducted from the Contract Sum. No work under these items is to be begun without instructions in writing from CDRI/ Architect/ E-in-C. The rates for the provisional items shall first be finalized mutually before commencement of work.
- d. In cases in which the provisional quantities of material are contained in the Contract, the Contractor shall provide such materials to such amounts or to greater or lesser amounts as CDRIS through the Architect/ E-in-C shall direct in writing at the net rates at which he shall have priced such items in the Schedule of quantities; should however any such items be entirely omitted, which omissions shall be at CDRI' discretion, no profit on such items shall be allowed to the Contractor.

#### 18. Contractor's Supervision

- (a) The Contractor shall give all necessary personal superintendence during the execution of the works, and as long thereafter as CDRIS may consider necessary until the expiration of the "Defects Liability Period".
- (b) Orders given to Contractor's agent who will be nominated by the Contractor before or during commencement of work shall be considered to have the same force as if they had been given to the Contractor himself.
- (c) The Contractor or his agent shall be in attendance at the site during all working hours and shall supervise the execution of the works with such additional assistance in each trade, as CDRIS may consider necessary.
- (d) The Contractor or his accredited Agent shall attend, when required and without making any charge for doing so, either at the office of the Architect & CDRIS or on the works to receive instructions from E-in-C.
- (e) The Contractor shall post at least one graduate engineer for day to day supervision of job.

#### 19. Architect's Instructions

The Contractor shall carry out and complete the said work in every respect in accordance with the Contract conditions and with the directions of and to the satisfaction of the Architect/CDRIS/ E-in-C. The Architect may from time-to-time issue further drawings/ written instructions, details, directions and explanation within the meaning of Contract agreement. In case of any discrepancy in the drawing or between the specifications the decision of the Architect shall be final & binding.

#### 20. Orders under the Contract

CDRIS shall have full powers and without giving any reason, to direct the Contractor to immediately cease to employ/dismiss/remove in connection with this Contract any agent, servant or employee whose continued employment in his opinion is undesirable. The Contractor shall not be allowed any compensation on this account. All directions, notices etc. to be given under the Contract shall be in writing, typescript or printed and if sent by registered post to the last known place of abode or business of the Contractor shall be deemed to have been served on date of letter handed over in post office, when in the ordinary course of post, it would have been delivered to him.

#### 21. Failure to Comply

If the Contractor after receipt of written notice from the Architect/CDRIS/ E-in-C requiring, compliance fails to comply within ten days with such further instructions, CDRI may employ and pay other persons to execute any such works whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by CDRIS as a debt or may be deducted by him from any money due or to become due to the Contractor.

#### 22. Approval by Stages

All work embracing more than one process shall be subject to examination and approval at each stage thereof as stipulated by the E-in-C /Architect and the Contractor shall give reasonable notice in writing to the E-in-C when each stage is ready. In default of such notice received, CDRI shall be entitled to appraise the quality and extents thereof and in the event of any dispute the decision of CDRI thereon shall be final and binding.

#### 23. Covering of Work

The Contractor shall give reasonable notice in writing to the E-in-C, whenever any work is to be permanently covered or concealed, whether by earth or other means and in default of so doing, shall, if required by the E-in-C to uncover such work at his own expense.

#### 24. Defective Work

The E-in-C / Architect shall, during the progress of the work, have power to order in writing from time to time the removal from the works within such reasonable time or times as may be specified in the order, of any materials which, in the opinion of the E-in-C, are not in accordance with the specifications or the instructions of the E-in-C / Architect. The substitution of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the drawings and the specifications or instructions, the Contractor shall forthwith carry out such order at his own cost. In case of default on the part of the Contractor to carry out such order, the E-in-C shall have the power to employ and pay other persons to carry out the same, and all expenses consequent thereon or incidental thereof as certified by the competent authority shall be borne by the Contractor, or may be deducted by CDRIS any money due or that may become due to the Contractor on the recommendation of E-in-C.

#### 25. Compensation for Defective Work

The Contractor is responsible and will ensure during the defect liability period that there is no leakage in walls, and planters. Contractor shall redo the complete stage of work to the satisfaction of E-in-C. If these defects are not rectified in time, then CDRIS on E-in-C advice shall be at liberty to impose compensation equivalent to twice the cost of redoing the complete stage of work and recovery affected from any money due or that may become due to the Contractor. This clause is applicable to all kind of defects in the works done by the contractor under this contract.

#### 26. Variations

No alteration, omission or variation shall vitiate this Contract, but in case the E-in-C thinks proper at any time during the progress of the work to make any alterations in or omissions from the works or in the quantum of work or any alteration in the kind or quality of the materials to be used therein and shall with the consent of the Architect instruct Contractor accordingly and the Contractor shall alter, add or omit from item specified. No extra claim is entitled on this account.

#### 27. Measurement of Work/Submission of Bills/Certificate and Payment

- a. The contractor shall be paid by CDRIS from time to time by instalments under interim certificates on running Account Bills, to be issued by the Engineer-in-Charge on account of the work executed, when the works to be approximate value named as value of works for interim certificate has been executed in accordance with this contract, subject however to recovery of Statutory deduction and Security Deposit of such value mentioned in the Appendix. The Running Account Bills and the final bill shall be based on the measurements of the actual work executed. The measurements would be jointly recorded by the Project Engineer or any representative of CDRI with the contractor or his representative and shall be signed by both the representatives.
- b. Whenever the Architect/CDRI intimates that he wants the work to be measured, the Contractors shall render all assistance to the Architect / CDRIS or his representative in taking measurements and shall furnish all particulars relating to the measurements. If any work is likely to be covered up, the Contractor shall give Notice for Recording Measurements that he wants the work to be measured, failing which, the Architect/CDRIS shall, in his discretion, enter whatever measurement he feels reasonable. The Contractor or his representative shall be present at the time of such measurements, or when called by the architect or his representative, failing which the measurements taken by the Engineer-in-charge or his representative shall be taken as correct. The Contractor shall open up work and make it good afterwards of his own expense when desired by the Architect either to check recheck it up for quality or workmanship or for checking the measurements.
- c. The issuing of the certificate does not relieve the Contractor or his liability in respect of any defects. No certificate shall, of itself, be conclusive evidence that any works or materials relating to them are in accordance with the contract.
- d. All receipts for any payment made on account of this work must be signed by a person holding due power of attorney in this respect on behalf of the concerned party except when the party described is a limited company, in which case, the receipts must be signed in the name of the company by one of its principal officers or by some other person having authority to give effectual receipt for the company.
- e. Before issuing any interim certificate and final bill, CDRI/ Engineer-in-Charge may request the contractor to furnish to him reasonable proof that all amounts included in the calculation of the amount stated as due on previous certificates in respect of the total value of work materials or good executed or supplied by any nominated sub-contractor have been duly discharged.
- f. After the certified completion of the works, the CONTRACTOR shall submit to CDRIS his "Final Bill" drawn in an approved manner on the basis of the "Measurement Books" certified by CDRIS. The final bill shall include all extra/substituted items of work.

No claim will be entertained after the receipt of the Final Bill. The CONTRACTOR shall be entitled to be paid the sum due on completion of work less Security deposit and less all amount as mentioned below:

- i. All previous running accounts payments.
  - (ii) Cost of materials issued to the CONTRACTOR, if any.
  - (iii) Charges for water and electricity if supplied by CDRIS.
  - (iv) Security Deposit.
  - (v) Income tax or any other tax as per statutory obligation.
  - vi. Any other deductions deemed necessary by CDRIS for defects etc.
  - vii. No charges shall be allowed to the CONTRACTOR on account of the preparation of the running bills and final bill.
  - viii. Final Bill will not, however be paid until the Contractor has cleared the site to the satisfaction of the Engineer-in-charge and submitted clearance certificate from labour officer of the area under contract.

## 28. Delays and Extension

The said Contract is to be completed by the Contractors within a period ----- from----- of the date of start of work. However, if in the opinion of CDRIS, the work is delayed beyond the time stipulated in the Contract due to:

- i) By reason of any exceptionally inclement weather, or
  - ii. By reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise other than through the Contractor's own default,
  - iii. By reason of civil commotion, local combination of workmen or strikes or lockout affecting any of building trades.

In case of such delays the Contractor shall immediately give written notice thereof to CDRIS, but the Contractor shall nevertheless constantly use his endeavors to

prevent delay and shall do all that they may reasonably be required to the satisfaction of CDRIS to proceed with the work.

Upon the happening of any such event, given in relevant paragraphs above, CDRIS shall make fair and reasonable extension of time for the completion of works. However, no claim in terms of escalation in cost of labour, material and or overheads or in respect of compensation or otherwise whatsoever, arising as a result of extension granted above shall be admitted.

In event of delay for any reason whatsoever from the Contractor's side CDRIS shall have the right to impose liquidated damages per week on account of delay at the rate of 0.5% of the total Contract value subject to maximum of 10% of contract value.

## 29. Certificate of Virtual Completion

- a) Immediately after completion of an item of works or a group of items of works for which a separate period of completion has been mentioned in the Contract, the Contractor shall give notice thereof to CDRIS.
- b) The works shall be completed to the entire satisfaction of CDRIS/Architect.
- c) In the case of groups of items of works for which separate periods of completion are mentioned in the Contract, CDRIS may take over from the Contractor such individual items as are completed to the satisfaction of CDRIS before the completion of the entire group, but for all purposes of the Contract, such as extension of time, compensation for delay, defect liability period etc. the completion of the entire group shall be taken in the account.
- d) The works shall not be considered as completed until the E-in-C has certified in writing that they have been accepted by CDRIS and the defects liability period shall commence from the date of such certificate.
- e) CDRIS shall also certify to the Contractor the stage of items or group of items or group of the works at the end of the defect's liability period.

## 30. Defects Liability

- a. Defects liability period shall be twelve-calendar months after physical completion of the works as certified under relevant clause, except in case of work involving waterproofing in which case the liability of the Contractor shall be for the period of ten years in case damage caused by such defects. The Contractor will furnish guarantee bond on a non-judicial Stamp paper of Rs. 100/- only.

Any defects in material or workmanship observed in the entire work within defect liability period shall be notified in writing by CDRIS/ E-in-C to the Contractor and shall be rectified by Contractor at his own cost and risk within time specified by CDRIS/ E-in-C.

- a. In case of default CDRIS may employ any other person to rectify or make good such defect. All expenses consequent thereon or incidental thereto shall be borne by the Contractor, and shall be recoverable from him by CDRI and shall be deducted from any money due or may become due to the Contractor.
- b. Should any defective works have been done or material supplied by any sub-Contractor employed or who has been nominated and approved by CDRIS, the Contractor shall remain liable under the provisions of the clause notwithstanding the signing by CDRIS / Architect/ E-in-C of any certificate or passing any account.

### 31. Valuation

- a) The Contractors without specific written permission from CDRI shall not carry out any extra items/substituted items.
- b) The Measurement and valuation in respect of the Contract shall be completed within the period of final measurements i.e., 2 months of the completion of the Contract works as defined in relevant clause.

### 32. Liquidated Damages for Delay in Completion/Incentive for Early Completion

If the Contractor fails to complete the works by the date stipulated in the Contract or within extended time under relevant clause and the E-in-C certifies in writing that in his opinion the same ought to have been completed by the stated/extended date, the CDRI shall deduct the sum named in the appendix as "LIQUIDATED DAMAGES" @ 1% of the Contract amount for every week for the work which remains incomplete subject to maximum of 10% of the contract value."

CDRI shall pay incentive to the contractor @ 0.5% per week of the contract value subject to maximum of 5% of the contract value in case the work is complete in all respect before the stipulated date of completion.

### 33. Certificates & Payments

- a) The Contractor shall be entitled to be paid by CDRIS from time to time by installments under interim certificate to be issued by the Engineer-in-Charge/Architect to the Contractor on account of the work executed when in the opinion of the Architect the work to the approximate value named in the appendix as 'value of work for interim certificate' has been executed by the Contractor in accordance with the Contract subject to the following clause.
- b) The contractor shall be entitled to be paid 70% of the value of work executed at site in respect of his claims under interim certificate in a week or so from the date of receipt of certified bill provided measurements have been got checked from the site Engineer of CDRIS. Balance will be paid within 3 weeks after making necessary deduction as per the appendix. 5% of the amount shall be deducted towards security deposit, which shall be paid after the defect liability period as mentioned in the contract. Taxes shall be deducted as per law. The earnest money deposited by the Contractor at the time of Tender shall be adjusted towards security deposit in case of the successful bidder. No interest shall be payable on the aforesaid security deposit.
- c) No intermediate certificate of the Engineer-in-Charge/Architect shall of itself be conclusive evidence that any work or materials to which it relates to are in accordance with the Contract. Any certificate relating to work done measured or materials delivered may be modified or corrected by any subsequent interim or final certificate.
- e) The Contractor shall not be entitled for any advances during the progress of work for any material, which has been arranged by the Contractor in accordance with the Contract.
- f) The final bill shall be submitted by the Contractor in quadruplicate within two months of physical completion of the works to the satisfaction of CDRI for which no charges shall be allowed to the Contractor and the Contractor shall not make any claims after the submission of the final bill.
- g) Security deposit mentioned above may be returned to the Contractor after the expiry of the defect liability period by CDRIS, and there is nothing outstanding against the Contractor and provided that the works shall have been finally completed and all defects made good according to the true intent and meaning before and also provided that there was no case of fraud, dishonesty or fraudulent concealment of fact relating to works or materials or any matter dealt with in the certificate and in case of all defects and insufficiencies in the work or material which a reasonable examination would



not have disclosed and provided always that the Contractor shall have been paid the final bill.

h) All payments due under this Contract shall be made by means of a crossed Cheque.

#### 34. Determination

hh. CDRIS may, without prejudice to any other right or remedy which shall have occurred or shall occur thereafter to CDRIS, cancel the Contract in any of the following cases: -

If Contractor:

i) Being an individual, or a firm, or any partner thereof shall at any time be adjusted involvement or have a receiving order for administration of his estate made against him or shall take any proceeding for liquidation or composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his efforts or compositors or arrangement for the benefits of his creditors or proposes so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if an owner deed be granted by him for and on behalf of his creditors, or

ii) Assigns, transfers or sub-lets any portion of the works without the prior written approval of CDRIS, or

iii) Major defaults in commencing the work within a reasonable time from the date of the handing over of the site, and continues in that state after reasonable notice from the Architect, or

iv) In the opinion of CDRIS/Architect at any time, whether before or after the date or extended date for completion makes defaults in proceedings with the works, with the diligence and continues in that state after reasonable notice for the Architect/CDRIS, or

v. Fails to comply with any of the terms and conditions of the Contract, or after reasonable notice in writing, with directions properly issued there under, or if contractor stops the work for 3 weeks continuously.

vi) Fails to comply the works, work order and items of works, with individual date for completion and clear the site on or before the date of completion. Whenever CDRIS exercises his authority to cancel the Contract under this condition, he may complete the works by any means at the Contractor's risk

and expense provided always that in the event of completion, the cost of completion or after alternative arrangements have been finalized by CDRIS to get the works completed estimated cost of completion (as certified by the Architect) and approved by CDRIS being less than the Contract cost, the advantage shall accrue to CDRIS. If the cost of completion or after alternative arrangement have been finalized by CDRIS to get the works completed, estimated cost of completion (as certified by the Architect) and approved by CDRIS exceeds the money due to be paid to the Contractor under this Contract the Contractor shall either pay the excess amount assessed by the Architect or the same shall be recoverable from the Contractor by other means.

CDRIS shall also be at liberty to hold and retain in their hands materials, tackle, machinery and stores of all kinds on site, as may think proper and may at any time sell any of the said materials, tackle, machinery and stores and apply the proceeds of sale in or towards the satisfaction of any loss which may arise from cancellation of the Contract as aforesaid.

b) CDRIS shall also be at liberty to use the materials; tackle, machinery and other stores on site of the Contractor as they think proper in completing the work and the Contractor will be allowed the necessary credit. The value of the materials and stores and machinery belonging to the Contractor and used by CDRIS in completing the works shall be assessed by the Architect and approved by CDRIS and the amount so assessed shall be final and binding.

### 35. Foreclosing

If at any time after the acceptance of the tender the CDRIS shall for any reason whatsoever not require the whole or any part of the works, to be carried out, CDRIS shall give notice in writing of the fact to the Contractor, who shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the works.

### 36. Jurisdiction

Only the courts in Delhi and no other court shall have jurisdiction to try or entertain any suit or matter relating to this contract.

## **PART -II**

### **SPECIAL CONDITIONS OF CONTRACT**

#### Correspondence & negotiations

All correspondence & negotiations between the parties shall form part of the agreement.

#### 2. Rates

- a. Rates quoted in schedule 'A' of this agreement shall remain firm till the completion of all construction and issue of final certificate of completion under this Contract. No Escalation or increase in rates shall be allowed during the period/ extended period of construction.
- b. The items provided in the drawings and specifications and rates quoted by Contractor are connected with the Contract conditions, specifications and technical specifications. Before quoting rates, the Contractor is advised to read the tender carefully. No claim for misunderstanding shall be accepted at later stage.
- c. The rates quoted in the tender shall include all charges for scaffolding, centering, materials, water and electricity charges, temporary plumbing, hire of any /all tools and plants required for the constructions including generator etc, sites making, setting out and clearing of site, water curing for all relevant items of work mentioned in specifications. The rate quoted shall be deemed to include all taxes such as excise duty, Octroi, or any other tax or duty or both levied by the Central/State Govt. or Local Authorities. GST, Sales tax or VAT on the value of Contract applicable in Delhi is deemed to be included in the rates quoted.
- d. The rates quoted by the Contractors are applicable for all heights/levels unless mentioned otherwise in Schedule 'A'.
- e. The rates quoted for various items of work shall include working in all conditions including in/under water, liquid mud, foul conditions etc. and shall also include bailing or pumping out water from the foundations, shoving, strutting to prevent collapse of earth excavated for pits or at any other place of construction collected from rains, or any other source whatsoever, at any time till the completion of work including all suspension period and delays whatsoever unless mentioned otherwise in Schedule 'A'. Surplus earth excavated and filling trenches and plinth etc. will be the property of the owner.

- f. The rates quoted unless otherwise specified shall include works in all shapes, straight, inclined, curved etc. and all sizes as shown in drawing or as required unless mentioned otherwise in Schedule 'A'.
- g. The quantities given in the schedule of quantities are liable to variations. Such variations in quantities shall not, however, vitiate the Contract in any way whatsoever and the Contractor shall be paid for the actual measured quantities and item of work executed by him at the rates given in the Schedule of Quantities.
- h. The rates quoted in the Schedule of quantities are to be full and inclusive of works described in the Schedule of Quantities, specifications and other documents including all costs and expenses which may be required for the execution of the work described together with either associated items such as general risks, liabilities and obligations, construction of temporary stores, building fencing, watch & ward, lighting, insurance, labour regulations, indemnity, maintenance and the like set forth or implied in the tender documents.
- i. Any item explained or shown in drawing or explained in specifications or explained in schedule of quantities shall be complementary to each other and shall be deemed to be explained in totality. Even if certain things are mentioned in any one of these portions of the tender document and the Contractor is liable to quote rates after studying all as one and no claim will be allowed for misunderstanding or misinterpretation.

### 3. Site Levels

- a. All the levels for the project have been calculated with reference to  $\pm 0'-0"$  as mentioned in Architectural drawings only. Dimensions & levels in structural details shall not be treated as correct in case of discrepancy.
- b. Depth of all the foundations shall be measured from the plinth level which will be fixed by the architect

### 4. Insurance

The successful contractor shall take out Contractors All Risk (CAR) insurance policy, and the original policy shall be deposited with CDRIS. The policy shall cover Clauses as under.

- 4. The contractor shall at all times indemnify and keep indemnified CDRIS and its officers, servants, agents and any other guest or person moving in the factory premises from and against all third party claims whatsoever (including but not limited to property loss and damage, personal accident, injury or death of/to property or person of any Sub-contractor and/or the servants or agents of the

contractor, any sub-contractor(s) and/or CDRIS ) and the contractor shall at his own cost and initiative at all times up to the successful completion of the defect liability period specified in Clause 1.16 hereof take out and maintain all insurable liabilities under this Clause, including but not limited to third party insurance and liabilities under the Motor Vehicles Act, Workmen's Compensation Act, Fatal Accidents Act, Personal Injuries Insurance Act, Emergency Risk Insurance Act and/or other Industrial Legislation from time to time in force in India with insurance company(ies) approved by CDRIS, and such policy(ies) shall be of not lesser limit than the limits hereunder specified with reference to the matters hereunder specified, namely

(a) Workmen's Compensation Insurance - to the limit to which compensation MAY be payable under the laws of the Republic of India.

(b) Third Party Insurance - body injury and property damage to the limit of not less than Rs.2,00,000/- (Rupees Two Lac only) in each accident at each job site and to a limit of not less than Rs.3,00,000/- (Rupees Three Lacs Only) for all accidents at all job sites.

Provided that the limits specified above shall operate only as a specification of minimum limits for insurance purposes, but shall not in any way limit the contractor's liability in terms of this Clause to the limit(s) specified.

(ii) Should the Contractor fail to take out and/or keep afoot insurance as provided for in the foregoing Sub-Clause, CDRI shall be entitled (but without obligation to do so) to take out and/or keep afoot such insurance at the cost and expense of the Contractor, and without prejudice to any other rights or remedies of CDRI in this behalf, to deduct the sum(s) incurred, from the dues of the Contractor.

(iii) Period of Policies: All insurance covers mentioned above shall be kept alive during the completion period of contract and defects liability period.

5. (Employees State Insurance) & Provident Fund

ESI charges & Provident fund charges, if applicable, shall be borne by the Contractor and deposited with the concerned authorities promptly. The receipt of deposit shall be shown to the Architect/CDRI on their demand from time to time.

6. Security Deposit

Security deposit for due fulfillment of the Contract amounting to 10% of the gross value of the work done will be deducted from each payment made

to the Contractor which will be retained without interest for defects liability period of 12 months from the date of issue of completion certificate by the E-in-C & Architect. The EMD amount will be adjusted towards security deposit. However, 50% of the withheld security deposit shall be refunded after six months and balance 50% after twelve months from the date of issue of completion certificate respectively.

7. Supplier / Labour Payment

The Contractor shall pay to its Suppliers/ Labourers within reasonable time fixed with them. CDRIS shall not be responsible during the period of Contract or after completion of Project for Contractors liabilities towards Suppliers/Labourers. In case, if Contractor fail to pay to the Suppliers/Labourers, CDRIS reserve the right to pay the same said amount to the Suppliers/Labourers after due verification and recover the same from the amount due/payable to the Contractor.

8. Cleanliness

The site has to be cleaned to the satisfaction of CDRIS / Architect at the end of every working day otherwise the site shall be got cleaned from other agency at the risk and cost of the contractor.

9. Safety Regulations

Contractor has to provide safety shoe, safety belt, goggles, helmet etc. to his workmen. The contractor shall adhere to the law of the land and his workers and staff shall follow the best professional practice at site. The contractor shall designate one safety engineer who shall be responsible for the safety inside the site.

10. Specialist's Job

If during the progress of the work the Architect/CDRIS changes design so that in his opinion it becomes a specialist's job or the work is too special for the Contractor on account of lack of knowledge, equipment, CDRIS shall be free to have the same done by a specialist for a particular work and shall enter into direct contract with such a specialist without invalidating other conditions of the Contract. The Contractor shall neither have any right to claim for such specialist work nor seek any compensation for reducing the scope of project work.

11. Action Where No Specification

In the case of any item or class of work for which there is no specification mentioned, such work shall be carried out in accordance with the instructions and requirements of CDRIS and CDRIS's decision in such case shall be final and binding on Contractor.

12. Drawings

The Execution drawings may require revisions at times to suit the requirements of the work, due to the availability of local material workmanship etc. Such changes shall be solely decided by CDRIS and will not entitle the Contractor to any extra payment, claim or compensation other than executed and measured work, whether during the Contract period or during the extended period of contract.

13. Work Programme/ Schedule

- i. Every contractor should furnish along with his tender an overall execution programme utilizing a known CPM software package like Microsoft Project, latest version. The construction programme shall clearly show all the sequential activities of work required to be carried out from the commencement of the Work up to the Virtual Completion. Work associated with each of the packages, i.e., civil, water supply and sanitation, fire fighting and electrical works etc., shall be clearly identifiable.
- ii. The execution programme shall be based on the required milestones as per the enclosed Milestone Chart.
- iii. The Tenderers proposed execution programme and Payment Milestones should elaborate in detail on relevant Milestones as per the enclosed Milestone Chart.
- iv. Every week, or sooner if required by the Owner, the approved programme charts shall be reviewed in relation to the actual progress of the Work, and shall be updated as necessary. If at any time it appears to the Owner that the actual progress of the Work does not conform to the approved programme, the Contractor shall produce, at its expense and without reimbursement therefore, a revised programme showing the modifications to the approved programme and the additional input of resources by the Contractor necessary to ensure completion of the Work within the time stipulated for completion.
- v. The submission to and approval by the Owner of such programmes or the furnishing of such particulars shall not relieve the Contractor of any of his responsibilities, obligations and liabilities under the Contract.

14. Method of Measurement

Unless otherwise mentioned in the Contract/ BOQ, the whole work shall be measured as set forth in the Measurement part of each item of work in the latest CPWD Specifications or in the manner as indicated in IS 1200 against relevant items of work. In case of dispute, the decision of CDRIS in consultation with the E-in-C /Architect shall be final, binding and conclusive.

15. Claim for Extra Amount

(a)The rates of all authorized extra items or additional, altered or substituted work, shall be worked out as follows:

(i)The rates shall be based on or derived from the existing rates in the contract as far as possible and to the maximum extent possible from the same class & nature of work.

(ii)Where the rates cannot be derived in the manner of (a) (i) above, the same shall be worked out on the basis of most competitive Market Rates inclusive of any taxes, octroi etc. plus 15% contractor's profit, overheads and supervision charges.

(b)The contractor shall, within 7 days of the date of receipt of an order to carry out the above work, or within 7 days after having carried out the above work, submit the rates which he proposes to claim for such items of work, supported by rate analysis and vouchers. The project engineer shall, with due analysis and justification communicate to the contractor the rates admissible for these items, within a period of one month.

16. Provision of Lighting

Proper lighting should be provided in and around the site for safety of the visitors and for work to progress at nighttime.

17. Security Arrangement

The Contractor shall make his own security arrangements to guard the site and his materials or materials issued to him by CDRIS at all times, at his own expense. The security arrangements shall be adequate to maintain strict control on the movement of material and labour.

18. The EMD shall be forfeited by CDRIS in the following events

- i. If Proposal is withdrawn during the validity period or any extension agreed by the consultant thereof.
- ii. If the Proposal is varied or modified in a manner not acceptable to CDRIS after opening of Proposal during the validity period or any extension thereof.
- iii. If the contractor tries to influence the evaluation process.
- iv. If the preferred bidder withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the consultant).
- v. If preferred bidder does not submit PBG and sign the agreement within the time provided by CDRIS.

19. Performance Bank Guarantee:



CDRIS shall invoke the performance guarantee in case the selected contractor fails to discharge their contractual obligations during the period or CDRIS incurs any loss due to contractor's negligence in carrying out the project implementation as per the agreed terms & conditions. The Performance Bank Guarantee will be forfeited and encashed by CDRIS in the event of breach of contract by Consultant.