

ASSAM GOVERNMENT-IITG HEALTHCARE FOUNDATION (AGIHF)

TENDER

NIT No.:	AGIHF/Executing Agency/2023-24/05 dt. 07.03.2024
Name of work	Construction of a Centre of Excellence in Healthcare R & D Facility - Includes Super-Specialty Hospital, PG Medical & Allied Education and Ancillary Facilities at IIT Guwahati campus of Assam Government-IITG Healthcare Foundation (AGIHF) on EPC Mode-III. Sub Head: Construction of 410 bed Super-Specialty Hospital Block (G+6), Academic cum R&D Block (G+4), 3 BHK Faculty Residences (G+6), 2 BHK Faculty Residences (G+6), Nursing Hostel (G+9), Resident's Hostel (G+7), Service blocks & Gate houses, boundary walls and other miscellaneous works including Internal Water Supply, Sanitary Installations and drainage, Development works like UG Sumps, Terrace water Tanks, Water Treatment Plant, Sewage Treatment Plant, Effluent Treatment Plant, Rain Water Harvesting System, Internal Roads, Pathways, Parking facilities, Filtered and Unfiltered Water Supply Lines, Storm Water Drains, External Sewerage System, Service Trenches, landscaping Horticulture works, Electrical Installations, FireAlarm System, Firefighting system, Lifts, Sub-station, DG sets, UPS, HVAC System, BMS system, Solar water Heating System, CCTV, LAN, IP based EPABX System, Audio Visual System, MGPS, Nurse Call System, External and Internal Signages etc. and their integration, making fit for occupation, Providing /Fixing Furniture items etc. all complete on Engineering, Procurement and Construction basis (EPC Mode-III).
Estimated cost put to Tender	Rs. 365.57 Cr
Earnest money	Rs. 7.31Cr
Tender Processing Fees	Rs 30,000.00
Location of Work	Campus, IIT Guwahati.
Performance Guarantee	5% of accepted Contract Price
Value of Security Deposit	5% of accepted Contract Price to be deducted from each invoice.
Period of Completion	30 Months

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Name of Work: Construction of a Centre of Excellence in Healthcare R & D Facility - Includes Super-Specialty Hospital, PG Medical & Allied Education and Ancillary Facilities at IIT Guwahati campus of Assam Government-IITG Healthcare Foundation (AGIHF) on EPC Mode-III.

Sub Head: Construction of **410 bed** Super-Specialty Hospital Block (G+6), Academic cum R&D Block (G+4), 3 BHK Faculty Residences (G+6), 2 BHK Faculty Residences (G+6), Nursing Hostel (G+9), Resident's Hostel (G+7), Service blocks & Gate houses, boundary walls and other miscellaneous works including Internal Water Supply, Sanitary Installations and drainage, Development works like UG Sumps, Terrace water Tanks, Water Treatment Plant, Sewage Treatment Plant, Effluent Treatment Plant, Rain Water Harvesting System, Internal Roads, Pathways, Parking facilities, Filtered and Unfiltered Water Supply Lines, Storm Water Drains, External Sewerage System, Service Trenches, landscaping Horticulture works, Electrical Installations, Fire Alarm System, Firefighting system, Lifts, Sub-station, DG sets, UPS, HVAC System, BMS system, Solar water Heating System, CCTV, LAN, IP based EPABX System, Audio Visual System, MGPS, Nurse Call System, External and Internal Signages etc. and their integration, making fit for occupation, Providing /Fixing Furniture items etc. all complete on Engineering, Procurement and Construction basis (EPC Mode-III).

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PART – A

PRESS NOTICE

NOTICE INVITING e-TENDER

ASSAM GOVERNMENT-IITG HEALTHCARE FOUNDATION (AGIHF)

Centre for Nanotechnology, IIT Guwahati, North Guwahati, Guwahati-781039,
Kamrup Rural, Assam, India

Email: procurement@agihf.org, Ph No. 0361-258 3075

Dated: 07.03.2024

NIT No. **AGIHF/Executing Agency/2023-24/05**

AGIHF invites online tenders on EPC Mode for Construction of a Centre of Excellence in Healthcare R & D Facility - Includes Super-Specialty Hospital, PG Medical & Allied Education and Ancillary Facilities at IIT Guwahati campus. The detailed NIT & tender documents are available on <https://assamtenders.gov.in> and AGIHF Website <https://www.agihf.org/advt>. All corrigendum/addendum connected with this tender will be uploaded in the e -tender portal and AGIHF website.

S/d
Tender Inviting Authority, AGIHF

NOTICE INVITING TENDER (NIT)

AGIHF invites online Percentage Rate composite bids on Engineering Procurement Construction (EPC) Mode basis from contractors as well as from eligible firms / agencies satisfying the eligibility criteria, in two bid system for the following work:

Particulars	Schedule
NIT No.:	AGIHF/Executing Agency/2023-24/05 dt. 07.03.2024
Name of work	<p>Construction of a Centre of Excellence in Healthcare R & D Facility - Includes Super-Specialty Hospital, PG Medical & Allied Education and Ancillary Facilities at IIT Guwahati campus of Assam Government-IITG Healthcare Foundation (AGIHF) on EPC Mode-III.</p> <p>Sub Head: Construction of 410 bed Super-Specialty Hospital Block (G+6), Academic cum R&D Block (G+4), 3 BHK Faculty Residences (G+6), 2 BHK Faculty Residences (G+6), Nursing Hostel (G+9), Resident's Hostel (G+7), Service blocks & Gate houses, boundary walls and other miscellaneous works including Internal Water Supply, Sanitary Installations and drainage, Development works like UG Sumps, Terrace water Tanks, Water Treatment Plant, Sewage Treatment Plant, Effluent Treatment Plant, Rain Water Harvesting System, Internal Roads, Pathways, Parking facilities, Filtered and Unfiltered Water Supply Lines, Storm Water Drains, External Sewerage System, Service Trenches, landscaping Horticulture works, Electrical Installations, FireAlarm System, Firefighting system, Lifts, Sub-station, DG sets, UPS, HVAC System, BMS system, Solar water Heating System, CCTV, LAN, IP based EPABX System, Audio Visual System, MGPS, Nurse Call System, External and Internal Signages etc. and their integration, making fit for occupation, Providing /Fixing Furniture items etc. all complete on Engineering, Procurement and Construction basis (EPC Mode-III).</p>
Estimated cost put to Tender	Rs. 365.57 Cr
Earnest money	Rs. 7.31 Cr
Tender Processing Fees	Rs 30,000.00
Performance Guarantee	5% of accepted Contract Price
Value of Security Deposit	5% of accepted Contract Price to be deducted from each invoice.
Defect Liability Period	24 Months, from date of issue of Completion Certificate.
Period of Completion	30 months
Pre-bid meeting	Bidders are requested to visit the Assam E-Procurement Portal at https://assamtenders.gov.in AGIHF Website(https://www.agihf.org/adv)
Last Time & Date of online submission of Bid and other documents as specified in the NIT	Refer Assam E-Procurement Portal at https://assamtenders.gov.in AGIHF Website (https://www.agihf.org/adv)

NIT No.: AGIHF/Executing Agency/2023-24/05 dt. 07.03.2024

Time & Date of opening of Technical bids	Refer Assam E-Procurement Portal https://assamtenders.gov.in And AGIHF Website(https://www.agihf.org/adv
Time & Date of opening of Commercial bids	Refer https://assamtenders.gov.in And AGIHF Website(https://www.agihf.org/adv

The bid forms and other details can be obtained from the website mentioned as above. All corrigendum / addendum shall only be available on these websites and shall not be published anywhere else.

Tender Inviting Authority

ASSAM GOVERNMENT-IITG HEALTHCARE FOUNDATION (AGIHF)

Centre for Nanotechnology, IIT Guwahati, North Guwahati, Guwahati-781039,
Kamrup Rural, Assam, India

PART-I GENERAL INFORMATION

CHECKLIST FOR BIDDERS FOR SUBMISSION OF BIDS

1. The tenderers should read all the instructions, terms & Conditions, contract clauses, nomenclature of items, specifications etc. contained in the tender documents very carefully, before quoting the lump-sum rate. The tenderer should also read the Conditions of Contract which will be part of the agreement and read along with Special conditions for contract defined herewith.
2. The agency shall quote the amount for complete scope of work strictly as per the price bid format uploaded with the tender. Bidders are requested to note that they should necessarily submit their financial bids only in the standard macro enabled excel BOQ format provided with the bid and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the Sky Blue coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
3. The Bidder shall quote his bid amount keeping in mind the scope of work, drawings, specifications, terms & conditions, additional conditions and special conditions etc. and nothing shall be payable extra whatsoever unless otherwise specified.
4. The Bidder shall also furnish Performance Guarantee of 5% of the tendered amount in addition to the other deposits mentioned elsewhere in the contract for proper performance of the agreement. The Performance Guarantee shall be in the form of Insurance Surety Bond, Account Payee Demand Draft, Fixed Deposit Receipt, Bank Guarantee from any of the Commercial Bank in as per Performa given in the tender documents. Conditions of Contract are attached in this tender document.
5. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so. Such power of attorney should be produced with the tender, and it must be disclosed that the firm is duly registered under the Indian partnership act, 1952.
6. The bidder shall quote their percentage/lumpsum rate considering all prevalent taxes/cess like GST, labor Cess or any other tax on material /work as applicable and nothing extra shall be paid to the contractor on this account. The institute shall deduct Workers Cess, Royalty, GST or any other tax as applicable, from the R/A bills & final bill. TDS as applicable shall be deducted from all bills of contractor.
7. The tender which is not duly signed by authorized signatory or is conditional shall be treated as nonresponsive and shall be summarily rejected.

Information & Instructions for Contractors for E-Tendering

AGIHF invites online lump sum Rate composite bids on Procurement & Construction (EPC) Mode-III basis from eligible firms / agencies satisfying the eligibility criteria, in two bid system for the following work:

Particulars	Schedule
NIT No.:	AGIHF/Executing Agency/2023-24/05 dt. 07.03.2024
Name of works	<p>Construction of a Centre of Excellence in Healthcare R & D Facility - Includes Super-Specialty Hospital, PG Medical & Allied Education and Ancillary Facilities at IIT Guwahati campus of Assam Government-IITG Healthcare Foundation (AGIHF) on EPC Mode-III.</p> <p>Sub Head: Construction of 410 bed Super-Specialty Hospital Block (G+6), Academic cum R&D Block (G+4), 3 BHK Faculty Residences (G+6), 2 BHK Faculty Residences (G+6), Nursing Hostel (G+9), Resident's Hostel (G+7), Service blocks & Gate houses, boundary walls and other miscellaneous works including Internal Water Supply, Sanitary Installations and drainage, Development works like UG Sumps, Terrace water Tanks, Water Treatment Plant, Sewage Treatment Plant, Effluent Treatment Plant, Rain Water Harvesting System, Internal Roads, Pathways, Parking facilities, Filtered and Unfiltered Water Supply Lines, Storm Water Drains, External Sewerage System, Service Trenches, landscaping Horticulture works, Electrical Installations, FireAlarm System, Firefighting system, Lifts, Sub-station, DG sets, UPS, HVAC System, BMS system, Solar water Heating System, CCTV, LAN, IP based EPABX System, Audio Visual System, MGPS, Nurse Call System, External and Internal Signages etc. and their integration, making fit for occupation, Providing /Fixing Furniture items etc. all complete on Engineering, Procurement and Construction basis (EPC Mode-III).</p>
Estimated cost put to Tender	Rs. 365.57 Cr -
Earnest money	Rs. 7.31 Cr
Performance Guarantee	5% of accepted Contract Price
Value of SD	5% of accepted Contract Price to be deducted from each invoice.
Defect Liability Period	24 Months, after completion of Construction work or record of final Completion Certificate, whichever is later.
Period of Completion	30 Months
Pre-bid meeting	Bidders are requested to visit the Assam E-Procurement Portal https://assamtenders.gov.in And AGIHF Website (https://www.agihf.org/advt for Pre-Bid meetings Pre-bid conference shall be held with the intending bidders
Last Time & Date of online submission of Bid and other documents as specified in the NIT	Refer Assam E-Procurement Portal https://assamtenders.gov.in And AGIHF Website (https://www.agihf.org/advt
Time & Date of opening of Technical bids	Refer Assam E-Procurement Portal https://assamtenders.gov.in And AGIHF Website (https://www.agihf.org/advt

NIT No.: AGIHF/Executing Agency/2023-24/05 dt. 07.03.2024

Time & Date of opening of Commercial bids	Refer Assam E-Procurement Portal https://assamtenders.gov.in And AGIHF Website (https://www.agihf.org/adv)
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1. Contractors who fulfil the following requirements shall be eligible to apply. Joint ventures are not accepted.
 - a. The bidder should have satisfactorily completed the works as mentioned below during the last 7 (seven) years ending last date of the month previous to the one in which tenders are invited. For this purpose, cost of work shall mean gross value of the completed work including cost of material supplied by the AGIHF/client but excluding those supplied free of cost:
 - i. Three similar completed works of each of value not less than 40% of Estimated Cost.

OR
 - ii. Two similar completed works each of value not less than 60% of the Estimated Cost

OR
 - iii. One similar completed works each of value not less than 80% of Estimated Cost

“Similar Work” shall mean construction of Non-Residential and Non- Industrial building Project(s) **under EPC mode/ Design & Build** having minimum one work of at least six Storey building comprising construction of RCC framed / composite structure including finishing works, water supply and sanitary installations, electrical works, firefighting, HV & LV electrical works, elevators and HVAC- all composite executed under one agreement. For this purpose, each basement, stilt constructed with the building shall be construed as a storey. Machine room and mummy shall not be counted as a storey.

AND

- iv) Should have satisfactorily completed minimum one Super Specialty Hospital Project of minimum 500 beds/ Super specialty Hospital cum Medical College Project of minimum 500 beds comprising construction of RCC framed/ composite structure including finishing works, water supply and sanitary installations, electrical works, firefighting, HV & LV electrical works, elevators and HVAC- all composite executed under one agreement.

In case any of the qualifying work(s) given at (i) to (iii) above fulfill the criteria given herein, then the criteria given herein need not be separately required to be fulfilled.

Definition of Super-Specialty Hospital: A Super-specialty hospital being defined here as a hospital which provides combination of clinical services including but not limited to Level IV Neonatal care, Quaternary Polytrauma Care, Multi-organ Transplantation, Robotic Surgery, Bone Marrow Transplantation, Cranio-facio-maxillary surgery, Cardiac and Vascular Surgery etc.

AND

- v) The bidder should have executed and completed at least one Non-residential and Non-industrial building with minimum 2500 SQM. having GRIHA 3 Star rating or equivalent green building rating from CII-IGBC, USGBC- LEED and ASSOCHAM-GEM under any contract. In case bidder submits green building rating from CII-IGBC, USGBC- LEED and ASSOCHAM-GEM, the bidder should also submit documentary proof that the certificate issued is equivalent to Griha 3 star rating. This work can be part of eligible work at (i) to (iv) above. GRIHA 3 star rating obtained by bidder under a separate contract shall be considered for the purpose of assessing the technical competence only without adding its monetary value for determining the eligibility criteria.

- b. The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to previous day of lastday of submission of bids.

- c. Bidders are required to submit TDS Certificates in Form 16-A, in case the similar works are executed for a private body, which shall form basis for establishing the completion cost of similar work executed by the bidder.
 - d. All the eligible qualified similar works may be physically inspected by AGIHF or its representatives to ascertain completion and quality of work for finalizing technical bid. The marks for the quality shall be given based on this inspection if inspection is carried out, as required.
 - e. In the event, the contractor has to engage other specialized agency(s) for certain specialized portions of the work forming part of the tender (such as MEP, HVAC, MGPS etc) the contractor must obtain prior written approval from AGIHF, for which the contractor shall submit the eligibility and selection criteria. However, the contractor shall also be eligible to carry out himself any or all of these works without associating any specialized agency provided:
 - i. Contractor fulfils the prescribed eligibility criteria respectively for these work(s).
- Or
- ii. Contractor directly procures the equipment of approved make from manufacturer and get it installed from authorized agency/service provider of the manufacturer or specialized agency as per criteria mentioned in NIT.
 - f. Eligibility criteria of each such agency to be associated is to be intimated for approval by the contractor before execution of MEPF items. The contractor and the associated specialized agencies shall give required affidavit to confirm their association. AGIHF may approve change of Sub-Agency in case it is required during the validity of the contract or any extended period thereof.

Note. The main contractor/agency has to submit details of such agency to be associated to the AGIHF (of MEPF & Medical Services Work) & Employer's Representative within 30 days from date of start of work. The associated agency shall be approved by AGIHF & Employer's Representative (of MEPF & Medical Services Work). In case the main contractor intends to change associated agency/agencies during the operation of the contract, he shall obtain prior approval of AGIHF (of MEPF & Medical Services Work) & Employer's Representative. The new agency/agencies shall also have to satisfy the laid down eligibility criteria mentioned above. In case AGIHF & Employer's Representative are not satisfied with the performance of any agency, he can direct the main contractor to change the agency executing such items of work and this shall be binding on the contractor.

- g. Approval of the specialized agencies for each specialized work shall be obtained from the AGIHF (MEPF & Medical Services works) & Employer's Representative within 30 days of award of work. Even if, such specialized items of work shall be executed by the specialized agencies at later date the work shall be deemed to be executed by the tenderer for all purposes and the responsibility of the quality of items of works executed etc. shall continue to be that of the tenderer only.
- h. The applicant should submit the willingness from eligible electrical contractors to get associated with the applicant for execution of the electrical component of works in wholesome manner and as per the conditions set out in the MOU to be entered into, between the one who is awarded the work and the associated eligible electrical contractor. (Format of willingness is given in Form J). Qualified similar works may be physically inspected by AGIHF officials to ascertain the completion, performance, and quality of works for finalizing technical bids, as required.

The bidder shall satisfy the following financial eligibility criteria.

- i. The bidder should have had average annual financial turn over (gross) of at least 50% of the estimated cost on construction works only during the last three Consecutive years (Scanned copy of certificate from CA with Unique Documents Identification Number (UDIN) to be uploaded). The value of annual turnover figures shall be brought to the current value by enhancing the actual turnover figure at simple rate of 7% per annum.
- j. The Bidder should not have incurred any loss (profit after tax should be positive) in more than two years during available last five consecutive balance sheets (standalone financial statement), duly certified and audited by the Chartered Accountant. The balance sheet in case of Pvt. / Public Ltd. Company means its standalone financial statement and consolidated financial statement both)
- k. The bidder should have a banker's certificate from a commercial bank in Form-B1 for 40% of the estimated cost (Scanned copy of original to be uploaded) or Net-worth Certificate of minimum 10% of the estimated cost issued by Certified Chartered Accountant in Form B-2 to be uploaded.
- l. The bidding capacity of the contractor should be equal to, or more than the estimated cost of the work put to tender. The bidding capacity shall be worked out by the following formula:

$$\text{Bidding Capacity} = \{ [A \times N \times 2] - B \}$$

Where,

A =	Maximum turnover in construction works executed in any one year during the last seven years taking into account the completed as well as works in progress. The value of completed works shall be brought to current costing level by enhancing at a simple rate of 7% per annum.
N =	Number of years prescribed for completion of work for which bids has been invited.
B =	Value of existing commitments and ongoing works to be completed during the period of completion of work for which bids have been invited.

- 2. The intending bidder must read the terms and conditions of FORM-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.

Information and instructions for bidders posted on Refer Assam E-Procurement Portal <https://assamtenders.gov.in> And AGIHF Website (<https://www.agihf.org/advt> shall form part of bid document

- 3. The bid document consisting of plans, specifications, schedule of items to be executed and the set of terms & conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <https://assamtenders.gov.in> And AGIHF Website (<https://www.agihf.org/advt> free of cost, however there will be a non-refundable processing fee of Rs. 30,000 amounting that should be borne by all the bidders. The proof of submission must be uploaded along with transaction slip as mentioned in the NIT, Form: C2 in the E-procurement portal along with the "List of documents to be filled in by the bidders, scanned and uploaded within the period of submission"
- 4. The bid can only be submitted after on line submission of EMD in the Assam e procurement portal within the period of bid submission

5. **Certificate of Financial Turn Over:** At the time of submission of bid contractor may upload Affidavit/ Certificate from CA mentioning Financial Turnover of last 07 years or for the period as specified in the bid document and further details if required may be asked from the contractor after opening of technical bids. There is no need to upload entire voluminous balance sheet.
6. If a tenderer quotes nil amount against each sub-head in tender or does not quote any amount on the total amount of the tender or any section / sub head in the quoting sheet, the tender shall be treated as invalid and will not be considered as lowest tenderer.
7. The eligibility (Technical) bid shall be opened first on due date and time as mentioned above. The time and date of opening of financial bid of bidders qualifying the eligibility (Technical) bid shall be communicated to them at a later date physically/electronically.
8. Pre-bid conference shall be held with the intending bidders at IITG. The venue, date and time will be updated on the portal, <https://assamtenders.gov.in> and AGIHF Website (<https://www.agihf.org/advt>). All modifications/addendums/corrigendum issued regarding this bidding process, shall be uploaded on website and E-Tender Portal and AGIHF Website only and shall not be published in any Newspaper. All addendums/corrigendum shall form part of the tender document.
9. The AGIHF reserves the right to reject any prospective application without assigning any reason thereof and to restrict the list of qualified bidders to any number deemed suitable by it, if too many bids are received satisfying the laid down criteria.

INSTRUCTIONS FOR ONLINE BID SUBMISSION

This tender document has been published on the <https://assamtenders.gov.in> And AGIHF Website(<https://www.agihf.org/advt>). The bidders are required to submit softcopies of their bids electronically on the above portal, using valid Digital Signature Certificates (DSC). The instructions given below are meant to assist the bidders in registering on the portal, prepare their bids in accordance with the requirements and submitting their bids online on the mentioned portal.

More information useful for submitting online bids may be obtained at <https://assamtenders.gov.in> And AGIHF Website(<https://www.agihf.org/advt>)

A. Registration of Contractor/bidder

Any contractor/bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the AGIHF e-Procurement system, through online bidder enrollment in <https://assamtenders.gov.in>(the web portal of Assam Govt. E Tendering). The contractor/bidder/bidder is to click on the Online Bidder Enrollment link for creating their account and register their login Id and Password.

B. Digital Signature certificate (DSC)

Each contractor/bidder is required to obtain a Class-III Digital Signature Certificate (DSC) (only signing certificate is required) for submission of tenders.

C. Downloading of Bid Documents: The contractor/bidder/bidder can download NIT & Bidding Documents from <https://assamtenders.gov.in>. For downloading the tender documents or to view the information of a tender Digital Signature Certificate is not mandatory. DSC is mandatory only to submit the Bid.

D. **Seeking Clarification:** The intending bidders are requested, to submit any questions only through the e-procurement portal, not later than one week before the meeting. Clarifications requested through any other mode shall not be considered. Bidders have to ask any kind of clarification through "Seek Clarification" through e-mail, procurement@agihf.org. Clarification asked through any other mode will not be accepted. Any clarification/ query asked after the pre-bid meeting will not be entertained.

E.

F. Amendment of Bidding Documents:

- A. Before the deadline for submission of bids, the purchaser may modify the bidding documents by issuing online corrigendum. The corrigendum will appear on the website <https://assamtenders.gov.in> under "Corrigendum" and email notification is also automatically sent to those bidders who have moved this tender to their "Interested Tenders" area.
- B. Any addendum thus issued shall be part of the bidding documents and deemed to have been communicated to all the bidders who have moved this tender to their "interested Tenders" area. In case of any addendum/corrigendum, it will be published on the web portals, <https://www.agihf.org/advt> & <https://assamtenders.gov.in>.
- C. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the purchaser may extend, as necessary, the deadline for submission of bids.
- D. In case a bidder has already submitted the bid before corrigendum & he/she will be allowed to resubmit the updated bid again without any additional cost of EMD. In that case his updated bid shall be taken for evaluation.

G. Submission of Tenders

General process of submission, Tenders are to be submitted online through the website <https://assamtenders.gov.in>. The tender is a two-cover system and the bidder have to upload their documents as specified in each cover (folder), the first folder is for Technical Proposal & the other is Financial Proposal before the prescribed date & time using the Digital

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Signature Certificate (DSC). The documents uploaded should be virus scanned copy duly

Digitally Signed. The documents will get encrypted (transformed into non-readable formats).

H. Resubmission

Bidder can resubmit there bids more than one number of time before the online bid submission closing date and time. In that case his updated bid shall be taken for evaluation.

I. Help Desk

Help Desk numbers for any kind of support related to e-Procurement:

1800 2121 18866(Ext. 2)

0361 - 234 7144, 223 7188, Mobile: 9707826754(10 am to 5 pm)

Technical Support

24 x 7 Help Desk Number: 0120-4711508, 0120-4001002, 0120-4001005,0120-6277787.

Email Support: support-eproc(at)nic(dot)in

**List of Documents To Be Filled In By The Bidders, Scanned And Uploaded
Within The Period Of Bid Submission**

1. Copy of Permanent Account Number (PAN Card) as issued by the Income tax AGIHF.
2. GST registration Certificate of the state in which the work is to be taken up, if already obtain by the bidder. If the bidder has not obtained GST registration in the State in which the work is to be taken up or as required by GST authorities, then in such case the bidder shall scan and upload following undertaking along with other bid documents. "If work is awarded to me, I/we shall obtain GST registration Certificate of the State, in which work is to be taken up within one month from the date of receipt of award letter or before release of any payment by AGIHF, whichever is earlier, failing which I/We shall be responsible for any delay in payments which will be due towards me/us on a/c of the work executed and/or for any action taken by AGIHF or GST AGIHF in this regard
3. Letter of transmittal.
4. Certificate of Financial Turnover from CA **in Form-A.**
5. Banker certificate from a commercial bank **in Form-B1** or Net-worth Certificate from Certified Chartered Accountant in **Form-B2.**
6. List of eligible similar nature of works **in Form-C & Form-C1.**
7. Copy of proof of submission of non-refundable processing fees, Form -C2
8. Performance report of works (mentioned in Form-C & Form-C1) **in Form-D**
9. Performance report of works **in Form-D2.**
10. Structure and Organization of bidder **in Form-E.**
11. Declaration about site inspection **in Form-F.**
12. Affidavit regarding similar work has not been got executed on back-to-back basis **in Form-G.**
13. Affidavit for non-blacklisting **in Form-H.**
14. Bidding Capacity **in Form-I.**
15. **Receipt of Deposition of Original EMD and Tender Fees**
16. Integrity Pact and declaration signed by the bidder in the presence of witnesses.

FORM-6 FOR E-TENDERING

- 1) AGIHF, invites online lump-sum Rate composite bids on Procurement, & Construction (EPC Mode-III) basis from eligible firms / agencies satisfying the eligibility criteria, in two bid system for the following work:

Construction of a Centre of Excellence in Healthcare R & D Facility - Includes Super-Specialty Hospital, PG Medical & Allied Education and Ancillary Facilities at IIT Guwahati campus of Assam Government-IITG Healthcare Foundation (AGIHF) on EPC Mode-III.

Sub Head: Construction of **410 bed** Super-Specialty Hospital Block (G+6), Academic cum R&D Block (G+4), 3 BHK Faculty Residences (G+6), 2 BHK Faculty Residences (G+6), Nursing Hostel (G+9), Resident's Hostel (G+7), Service blocks & Gate houses, boundary walls and other miscellaneous works including Internal Water Supply, Sanitary Installations and drainage, Development works like UG Sumps, Terrace water Tanks, Water Treatment Plant, Sewage Treatment Plant, Effluent Treatment Plant, Rain Water Harvesting System, Internal Roads, Pathways, Parking facilities, Filtered and Unfiltered Water Supply Lines, Storm Water Drains, External Sewerage System, Service Trenches, landscaping Horticulture works, Electrical Installations, Fire Alarm System, Firefighting system, Lifts, Sub-station, DG sets, UPS, HVAC System, BMS system, Solar water Heating System, CCTV, LAN, IP based EPABX System, Audio Visual System, MGPS, Nurse Call System, External and Internal Signages etc. and their integration, making fit for occupation, Providing /Fixing Furniture items etc. all complete on Engineering, Procurement and Construction basis (EPC Mode-III).

The work is estimated to cost Rs. 365.57 Cr. This estimate, however, is given merely as a rough guide.

- a) Intending bidders is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below:

Criteria of eligibility for submission of bid documents.

Contractors who fulfil the following requirements shall be eligible to apply. Joint ventures/ Consortiums are not accepted.

- i) Three similar completed works of each of value not less than 40% of estimated cost.

OR

- ii) Two similar completed works each of value not less than 60% of estimated cost

OR

- iii) One similar completed works each of value not less than 80% of the estimated cost

"Similar Work" shall mean construction of Non-Residential and Non- Industrial building Project(s) **under EPC mode/Design and Build** having minimum one work of at least six Storey building comprising construction of RCC framed / composite structure including finishing works, water supply and sanitary installations, electrical works, firefighting, HV & LV electrical works, elevators and HVAC- all composite executed under one agreement. For this purpose, each basement, stilt constructed with the building shall be construed as a storey. Machine room and mummy shall not be counted as a storey.

AND

- iv) Should have satisfactorily completed minimum one Super Specialty Hospital Project of minimum 500 beds/ Super specialty Hospital cum Medical College Project of minimum 500 beds comprising construction of RCC framed/ composite structure including finishing works, water supply and sanitary installations, electrical works, firefighting, HV & LV electrical works, elevators and HVAC- all composite executed under one agreement.

In case any of the qualifying work(s) given at (i) to (iii) above fulfill the criteria given herein, then the criteria given herein need not be separately required to be fulfilled.

Definition of Super-specialty Hospital: A Super-specialty hospital being defined here as a hospital which provides combination of clinical services including but not limited to Level IV Neonatal care, Quaternary Polytrauma Care, Multi-organ Transplantation, Robotic Surgery, Bone Marrow Transplantation, Cranio-facio-maxillary surgery, Cardiac and Vascular Surgery etc.

AND

- v) The bidder should have executed and completed at least one Non-residential and Non-industrial building with minimum 2500 SQM. having GRIHA 3 Star rating or equivalent green building rating from CII-IGBC, USGBC- LEED and ASSOCHAM-GEM under any contract. In case bidder submits green building rating from CII-IGBC, USGBC- LEED and ASSOCHAM-GEM, the bidder should also submit documentary proof that the certificate issued is equivalent to Griha 3-star rating. This work can be part of eligible work at (i) to (iv) above. GRIHA 3-star rating obtained by bidder under a separate contract shall be considered for the purpose of assessing the technical competence only without adding its monetary value for determining the eligibility criteria.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to previous day of last day of submission of bids.

Bidders are required to submit TDS Certificates in Form 16-A, in case the similar works are executed for a private body, which shall form basis for establishing the completion cost of similar work executed by the bidder.

All the eligible similar works executed with enhancement and submitted by the bidders and ongoing works as well as for the works with estimated cost put to tender more than 40% of estimated cost put to tender may be got inspected by AGIHF or its representatives as decided by NIT approving authority. The marks for the quality shall be given based on this inspection is carried out.

Qualified similar works may be physically inspected by AGIHF officials to ascertain the completion, performance, and quality of works for finalizing technical bids, as required.

- 2) The bidder shall satisfy the following financial eligibility criteria. All contractors shall also submit financial eligibility documents.

The bidder should have had average annual financial turn over (gross) of 50% of estimated cost on construction works during the last three Consecutive years ending (Scanned copy of certificate from CA with Unique Documents Identification Number (UDIN) to be uploaded). The value of annual turnover figures shall be brought to the current value by enhancing the actual turnover figure at simple rate of 7% per annum.

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The Bidder should not have incurred any loss (profit after tax should be positive) in more than two years during available last five consecutive balance sheets (standalone financial statement), duly certified and audited by the Chartered Accountant. The balance sheet in case of Pvt. / Public Ltd. Company means its standalone financial statement and consolidated financial statement both.

The bidder should have a banker's certificate from a commercial bank in Form-B1 for 40% of estimated cost (Scanned copy of original to be uploaded) or Net-worth Certificate of minimum 10% of estimated cost issued by Certified Chartered Accountant with UDIN in Form B-2 to be uploaded.

The bidding capacity of the contractor should be equal to or more than the estimated cost of the work put to tender. The bidding capacity shall be worked out by the following formula:

Bidding Capacity = { [A x N x 2] - B } Where,

A = =	Maximum turnover in construction works executed in any one year during the last seven years taking into account the completed as well as works in progress. The value of completed works shall be brought to current costing level by enhancing at a simple rate of 7% per annum.
N = =	Number of years prescribed for completion of work for which bids has been invited.
B = =	Value of existing commitments and ongoing works to be completed during the period of completion of work for which bids have been invited.

- 3) Agreement shall be drawn with the successful bidder on prescribed Form No. H (Financial Quote) Bidders shall quote his rate as per various terms and conditions of the said form which will form part of the agreement.
- 4) The time allowed for carrying out the work will be 30 months from the date of start as defined in Schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents. Time period of 30 months will remain unchanged irrespective of the festive season, holidays, inclement weather, any other reasons which may cause less availability of materials and labour at site other than the Force Majeure clause. No hindrance on account of the above factors shall be allowed.
- 5) The site for the work is available. All relevant drawings as detailed in list shall be attached as addendum.
- 6) The bid document consisting of plans, specifications, schedule of items to be executed and the set of terms & conditions of the contract to be complied with and other necessary documents except standard general conditions of contract form can be seen free of cost from website as mentioned in the NIT.
- 7) Conditions of Contract is available in this tender document.
- 8) After submission of the bid, the bidder can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
- 9) While submitting the revised bid, bidder can revise the quoted rate of one or more items any number of times but before last time and date of submission of bid as notified.
- 10) **The bid can only be submitted after deposition of on-line deposit of EMD within the period of bid submission and uploading the same on the Portal.**

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- 11) The earnest money given by all the tenderers except the lowest tenderers shall be refunded immediately after the expiry of stipulated bid validity period or immediately after acceptance of the successful bidder, whichever is earlier. However, earnest money deposit, to the bidders unsuccessful during technical bid evaluation etc., should be returned within 30 days of declaration of technical bid of evaluation.
- 12) The certificate of work experience and other documents as specified in the press notice/ NIT shall be scanned and uploaded to the e-Tendering website within the period of bid submission. However, certified copy of all the scanned and uploaded documents along with the scanned copy of EMD as specified in press notice/NIT shall have to be submitted by the intending bidder within a week physically in the office of AGIHF, Centre for Nanotechnology, IITG. Online bid documents submitted by intending bidders shall be opened only of those bidders, whose EMD, processing fees receipt and other documents scanned and uploaded are found in order.
- 13) Online bid documents submitted by intending bidders shall be opened only of those bidders, whose documents scanned and uploaded are found in order.
- 14) The bid submitted shall become invalid and e-bid processing fee shall not be refunded if
 - a) The bidder is found ineligible.
 - b) The bidder does not upload all the documents (including GST registration) as stipulated in the bid document.
 - c) 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 in the office of bid opening authority.
 - d) If a tenderer quotes nil percentage against each item in this tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.
- 15) The bidder whose bid is finally accepted will be required to furnish Performance Guarantee of 5% (Five Percent) of the bid amount as mentioned in Schedule-E within the period specified in Schedule-F. This guarantee shall be in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed deposit receipt or Bank Guarantee from any of the commercial banks in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the earnest money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The earnest money deposited along with the bid shall be returned after receiving the aforesaid performance guarantee. The agency whose bid is accepted will also be required to furnish either copy of applicable licenses/registrations or proof of applying for obtaining labour licenses/registrations with GST, EPFO, ESIC, and BOCW Welfare Board including Provident Fund Code No. if applicable and also ensure the compliance of aforesaid provisions by the sub agency, if any, engaged by the contractor for the said work, Program chart (Time & Progress) within the period specified in Schedule-F.
- 16) The description of the work is as follows: Intending bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), 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 claims / payments consequent on any misunderstanding or otherwise shall be allowed. The bidders shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of bid 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 cost and on the execution of the work.

Water for construction works can be utilized from the existing water source available at

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project site. The contractor shall make his own arrangement for tapping and onward distribution at all required locations from the source available at project site and nothing will be paid on this account. The contractor shall get the water tested with regard to its suitability and conforming to the relevant IS code. The contractor shall arrange suitable arrangement for treatment if any required to meet the water quality as per relevant IS code at his own cost. The contractor shall obtain written approval from the AGIHF & Employer's Representative before he proceeds by using the same for execution of work. Arrangement of water for drinking purpose in addition to the water required for construction work is also to be made by the contractor at his own cost. Electricity for the construction work will be provided by client on chargeable basis at one point in project site. The contractor shall make his own arrangement for further distribution required for the execution of work and nothing extra shall be paid for the same. In case of any delay in providing electricity power point at site, till that time the contractor shall make his own arrangement by providing diesel generators of adequate capacity at his own cost.

- 17) AGIHF 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 assigning any reason. Bids in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate put forth by the bidders shall be summarily rejected.
- 18) Canvassing whether directly or indirectly, in connection with bids is strictly prohibited and the bids submitted by the bidders who resort to canvassing will be liable to rejection.
- 19) The AGIHF reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted
- 20) The bidder shall not be permitted to bid for works if any authority of AGIHF is responsible for award and execution of contracts, in which his near relative is posted as an officer in any capacity. Any breach of this condition by the bidder would render him liable to be removed from bidding for this Tender.
- 21) No Engineer of Gazette rank or other Gazette Officer employed in Engineering or Administrative duties in an Engineering AGIHF of the AGIHF of India is allowed to work as a Bidder for a period of one year after his retirement from AGIHF service, without the prior permission of the AGIHF of India in writing. This contract is liable to be cancelled if either the Bidder or any of his employees is found any time to be such a person who has not obtained the permission of the AGIHF as aforesaid before submission of the bid or engagement in the Bidder's service.
- 22) The bid for the works shall remain open for acceptance for a period of one hundred & eighty days (180) days from the date of opening of Technical bid (eligibility bid). Further:
 - a) If any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable, then the AGIHF shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the rebidding process of the work.
 - b) If any bidder withdraws his bid after the said period or issue of letter of acceptance or makes any modifications in the terms and conditions of the bid which are not acceptable to AGIHF, then without prejudice to any other right or remedy, AGIHF be at liberty to forfeit the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the rebidding process of the work.

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- 23) This notice inviting bid shall form a part of the contract document. The successful bidder /bidder, on acceptance of his bid by the Accepting Authority shall within 15 days from the letter of acceptance, sign the agreement consisting of:
- a) The Notice Inviting Bid, all the documents including special conditions, additional conditions, particular specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the lumpsum rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
 - b) Conditions of Contract.
- 24) GST, Labour Cess or any other tax on material /work as applicable shall be deducted by AGIHF and shall be paid to the concerned authority. The agency shall quote his lumpsum rates considering all such taxes.
- 25) The time and date of opening of Financial Bid shall be communicated to them at a later date electronically through notified web sites in the NIT.

For Composite Tenders (As applicable in Present Bid)

- 26) AGIHF will call bids for the composite work. The tender processing Fees and Earnest Money will be fixed with respect to the combined estimated cost put to tender for the composite bid.
- 27) The bid documents will include following components:

PART – I	GENERAL INFORMATION – Check list for contractors for submission of bids , Information & Instructions for contractors for e-Tendering, List of documents to be field by the bidders, Guidelines / procedures to be followed, FORM-6 for e- Tendering.	
PART – II	ELIGIBILITY BID - Brief particulars of the work, Information & Instructions for Bidders, Information Regarding Eligibility.	
PART – III	TECHNICAL BID –EPC rate tender form, Schedule A to F, Condition of Contract, Conditions for Associate Agency for Specialized Works and MEPF & Medical Services Works and following Sections:	
	PART – A	User requirement, Scope of Work & Technical Specification.
	PART – B	Detailed Scope & Particular Specifications for Civil Works (Major Component)
	PART – C	Detailed Scope of Work, Particular Specifications for MEPF & Medical Services Works (Major & Minor Component), Nurse Call System & MGPS
	PART – D	Schedule of Items, List of Makes. Schedule of Finishes.
	PART – E	Schedule of Stage payments.
	PART- F	Detailed GFC Drawings for Architectural, Structure, Services, Horticulture, Furniture, Signage, Nurse Call System, MGPS, etc. & Tender Drawings
	PART- G	Topography Survey, Geo- Technical investigations.
PART – IV	PART – H	FINANCIAL BID - Financial Quote

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- 28) The bidders must associate himself, with agencies of the appropriate class eligible to bid for each of the minor component individually as per details given in respective minor component. The eligible bidders shall quote lumpsum rate for all items of major component as well as for all items of minor components of work.
- 29) The eligible bidders shall quote be considering all items of major component as well as items of minor components of work.
- 30) After acceptance of the bid by AGIHF shall issue letter of award. After the work is awarded, the main contractor will have to enter into one agreement with Engineer in charge as authorized by AGIHF for major component and has also to sign two or more copies of agreement depending upon number of minor components. One such signed set of agreement shall be handed over to respective Engineer's in Charge who will operate all the Parts of the agreement.
- 31) Entire work under the scope of composite tender including major and all minor components shall be executed under one agreement.
- 32) Security Deposit will be deducted as one option as kept in NIT for each component.

Sr. No.	Components of Specialized work	SD Amount	Eligibility
1	ALL Components	5% of the invoice value.	

Note-1: A separate MoU has to be signed for each specialized component / subhead with either OEM (authorized channel partner) or specialized agencies having credential of execution of three works each of 40% value or two work each of 60% value or one work of 80% value of corresponding specialized components subhead in last 07 years. MoU should be submitted as per table of milestone.

- 33) The main firm should either himself meet the eligibility conditions for the respective E&M packages/ minor components or otherwise he will have to associate agencies meeting the eligibility requirements as mentioned below after award of the work & within the time prescribed in the NIT document. They will have to submit willingness certificate for each of the component of the MEPF & medical services Works for Associate agencies by clearly indicating the applicable component of the work.
- 34) The firm should have successfully completed similar works during the last 7 years ending last date of the month previous to the one in which tender are invited for each sub heads:
 - a) The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to previous day of last day of submission of bids.
 - b) If the main contractor fails to associate agency/agencies for execution of specialized/minor components of work within prescribed time or furnishes incomplete details or furnishes details of negligible agencies even after the tenderer is given due opportunity, the entire scope of such component of works shall be withdrawn from the tender and the same shall be got executed directly by the Employer at the risk and cost of the main contractor.
 - c) In case the main contractor intends to change any of the above agency/ agencies during the operation of the contract, he shall obtain prior approval of AGIHF of the specialized/minor component of the agreement and Employer's Representative. The new agency/agencies shall also have to satisfy the laid down eligibility criteria. In case AGIHF and the Employer's Representative of respective discipline is not satisfied with the performance of any agency, he can direct the contractor to change the agency

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executing such items of work and this shall be binding on the contractor.

d) The main contractor has to enter into agreement with contractor(s) associated by him for execution of specialized/minor component(s). Copy of such agreement shall be submitted to AGIHF for each specialized/minor component and Employer's Representative in-charge as well as to AGIHF and Employer's Representative of major component. In case of change of associate contractor, the main contractor has to enter into agreement with the new contractor associated by him.

35) Running payment for the major component will be facilitated by AGIHF of major discipline with the concurrence of Employer's Representative to the main contractor. Running payment for specialized/minor components will be facilitated by the AGIHF of the discipline of specialized/minor component with the concurrence of Employer's Representative directly to the main contractor.

36) In case main contractor fails to make the payment to the contractor engaged by him within 15 days of receipt of each running account payment then on the written complaint of contractor engaged for such specialized/minor component, AGIHF with the concurrence of Employer's Representative shall serve the show cause to main contractor and after considering the reply of the same AGIHF may make the payment directly to the contractor associated for specialized/minor component as per the terms & conditions of the agreement drawn between main contractor and associate contractor engaged by him, if reply of main contractor either not received or found unsatisfactory, such payment made to the engaged contractor shall be recovered by AGIHF of major or specialized/minor component with the concurrence of Employer's Representative from the next RA/final bill due to main contractor as the case may be.

a) The composite work shall be treated as complete when all the components of the work are complete. The completion certificate of the composite work shall be recorded by AGIHF with the concurrence of Employer's Representative after record of completion certificate of all other components.

b) Final bill of whole work shall be finalized and paid by the AGIHF with the concurrence of Employer's Representative of the major component as well as for minor component(s) will prepare and pass the final bill for their component of work and pass on the same to the AGIHF for approval and certification.

c) It will be obligatory on the part of the tenderer to sign the tender documents for all components before the first payment is released.

38. The responsibility of procurement, construction, safety, quality lies with the EPC contractor.

ASSAM GOVERNMENT-IITG HEALTHCARE FOUNDATION (AGIHF)

Centre for Nanotechnology, IIT Guwahati, North Guwahati, Guwahati-781039,
Kamrup Rural, Assam, India

PART-II ELIGIBILITY BID

SECTION-I: BRIEF PARTICULARS OF THE WORK

1. Salient details of the work for which bids are invited are as under:

NIT No.:	AGIHF/Executing Agency/2023-24/05 dt. 04.03.2024
Name of works	Construction of a Centre of Excellence in Healthcare R & D Facility - Includes Super-Specialty Hospital, PG Medical & Allied Education and Ancillary Facilities at IIT Guwahati campus of Assam Government-IITG Healthcare Foundation (AGIHF) on EPC Mode-III. Sub Head: Construction of 410 bed Super-Specialty Hospital Block (G+6), Academic cum R&D Block (G+4), 3 BHK Faculty Residences (G+6), 2 BHK Faculty Residences (G+6), Nursing Hostel (G+9), Resident's Hostel (G+7), Service blocks & Gate houses, boundary walls and other miscellaneous works including Internal Water Supply, Sanitary Installations and drainage, Development works like UG Sumps, Terrace water Tanks, Water Treatment Plant, Sewage Treatment Plant, Effluent Treatment Plant, Rain Water Harvesting System, Internal Roads, Pathways, Parking facilities, Filtered and Unfiltered Water Supply Lines, Storm Water Drains, External Sewerage System, Service Trenches, landscaping Horticulture works, Electrical Installations, Fire Alarm System, Firefighting system, Lifts, Sub-station, DG sets, UPS, HVAC System, BMS system, Solar water Heating System, CCTV, LAN, IP based EPABX System, Audio Visual System, MGPS, Nurse Call System, External and Internal Signages etc. and their integration, making fit for occupation, Providing /Fixing Furniture items etc. all complete on Engineering, Procurement and Construction basis (EPC Mode-III).
Estimated cost put to Tender	Rs.365.57 Cr
Period of Completion	30 Months

2. The work is situated within the campus of Indian Institute of Technology, Guwahati, Assam.

3. **General features and major components of the work are as under:**

3.1. Construction of 410 bed Super Specialty Hospital (Ground + 6 Floors) – **1 Block**

3.2. Construction of R & D Centre (Ground + 4Floors)- 1 Block

3.3. Construction of Resident Hostel/Guest House (G+6)-1 Block

3.4. Construction of Nurse Hostel (G+9)-1 Block

3.5. Construction of 2BHK Towers (G+6)-1 Block

3.6. Construction of 3BHK Towers (G+6)-1 Block

3.7. Construction of 3 BHK Towers, Super Specialist (G+7)-1 Block

- 3.8. Civil, Electrical, Mechanical, Plumbing, Firefighting, Earthworks for land development, roads, underground utilities, drainage system, parking etc. services, P/F Furniture, Medical Services, MGPS, Nurse Call System etc all complete as per the scope of work and terms and conditions of contract. All buildings shall be in RCC frame structure.
4. The scope of work includes construction of all works as per GFC drawings, specifications and schedule of finishes, preparation of Shop drawings of required MEPF & Medical Services as applicable, execution of work & services and handing over the Building/services after making them habitable in all aspects. The work is to be executed on Engineering, Procurement and Construction (EPC) mode.
5. The cost of labour, material, tools and plants and machinery required for execution of the whole project as per Layout plan & detailed design and drawings, specifications etc. within the scope of this work.
6. The execution of structural works and other civil and MEPF and Medical Services will be done on the basis of drawings and schedule provided by the consultant as appointed by the AGIHF. In regard to all other trades, including MEPF and Medical Services, Contractor shall prepare the Shop drawings based on the Consultant's conceptual/schematic/detailed drawings, as required and as per specifications and shall obtain approval from Consultant through the Engineer in Charge with the concurrence of Employer's Representative before execution. The Shop drawings and schemes should be approved by Consultant appointed for the Project by AGIHF. Latest CPWD Specifications, relevant IS codes, Building by Laws and other National/International Standards & Specifications will be followed in general except otherwise mentioned in the bid document. All the codes referred shall be latest edition without any cost to the Employer.
7. The scope of work in brief includes all Internal & External water supply, Sanitary installation, internal & external development works including roads and footpath, Drainage, Overhead Tanks, Internal sewerage, Storm water drains, filling of low-lying area with earth, land misc. items etc. as per the details mentioned in Part-B of the NIT.
8. The scope of work in brief includes internal electrical installation, lightning conductor, fire alarm system, firefighting with wet riser & sprinkler system as per the provisions contained in NBC-2016 Norms, Lifts, Street lights, Nurse calling system, UPS, EPABX, Medical gas pipe line, Bulk electrical services, HVAC & VRF System, Building Management System, Local Area Network, Mechanical Ventilation works, outdoor & lighting, IP based CCTV network for the Hospital building, LT panel and cabling etc as per the details mentioned in Part-C of the NIT.
9. Detailed Scope & Particular Specifications of Works:

User Requirements, Scope of Work & Technical Specifications	As per Part-A of this NIT
Detailed Scope & Particular Specifications of Civil Works	As per Part-B of this NIT
Detailed Scope & Particular Specifications of MEPF and Medical Services	As per Part-C of this NIT

SECTION-II: INFORMATION AND INSTRUCTIONS FOR BIDDERS

1. GENERAL:

- 1.1. Letter of transmittal and forms for deciding eligibility are given in Section-III.
- 1.2. All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column, a "nil" or "no such case" entry should be made in that column. If any particulars/query is not applicable in case of the bidder, it should be stated as "not applicable". The bidders are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the bid being summarily disqualified. Bids made by telegram or telex and those received late will not be entertained.
- 1.3. References, information, and certificates from the respective clients certifying suitability, technical knowledge or capability of the bidder should be signed by an officer not below the rank of Executive Engineer or equivalent.
- 1.4. The bidder may furnish any additional information which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after uploading of eligibility criteria document unless it is called for by the Employer.

2. DEFINITIONS:

- 2.1. In this document the following words and expressions have the meaning hereby assigned to them
- 2.2. EMPLOYER/USER/OWNER: Assam AGIHF, AGIHF
- 2.3. EMPLOYER'S REPRESENTATIVE: PMC appointed by AGIHF
- 2.4. Consultant: Architect appointed by AGIHF for the project
- 2.5. "Year" means "Financial Year" unless stated otherwise.
- 2.6. "Competent Authority" means "Director, acting on behalf of Assam AGIHF, AGIHF."

3. METHOD OF APPLICATION:

- 3.1. '**Bidder**'/ '**Agency**' means the individual, proprietary firm, firm in partnership, limited company, private or public or corporation. Joint ventures, Consortium are not accepted as Bidders.
- 3.2. If the bidder is an individual, the application shall be signed by him above his full type written name and current address.
- 3.3. If the bidder is a proprietary firm, the application shall be signed by the proprietor above his full typewritten name and the full name of his firm with its current address.
- 3.4. If the bidder is a firm in partnership, the application shall be signed by all the partners of the firm above their full type written names and current address, or, alternatively, by a partner holding power of attorney for the firm. In the latter case a certified copy of the power of attorney should accompany the application. In both cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the application.

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3.5. If the bidder is a limited company or a corporation, the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The bidder should also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary.

3.5 Must be Indian Registered Company under Companies Act 1956/2013/ Public or corporation,
registered with the appropriate AGIHF authority as Proprietorship/ Limited company/ Private limited company/ LLP/ Partnership/ and shall be in the Construction business for at least last 15 years.

3.6 Copy of the incorporation / registration certificate clearly indicating the nature of business shall be attached.

3.7 Experience should be in the name of the bidding company and not in subsidiary/ associate company/ Group Company etc.

4. FINAL DECISION-MAKING AUTHORITY

The employer reserves the right to accept or reject any bid and to annul the process and reject all bids at any time without assigning any reason or incurring any liability to the bidders.

5. PARTICULARS PROVISIONAL

The particulars of the work given in NIT are provisional. They are liable to change and must be considered only as advance information to assist the bidders.

6. SITE VISIT

The bidder is advised to visit the site of work mandatorily, at his own cost, and examine it and its surroundings to collect all information that he considers necessary for proper assessment of the prospective assignment.

7. INITIAL CRITERIA FOR ELIGIBILITY (TECHNICAL BID)

7.1. Contractors who fulfil the following requirements shall be eligible to apply. Joint ventures/Consortium are not accepted.

7.2 The bidder should have satisfactorily completed the works as mentioned below during the last 7 (seven) years ending last date of the month previous to the one in which tenders are invited. For this purpose, cost of work shall mean gross value of the completed work including cost of material supplied by the AGIHF/client but excluding those supplied free of cost:

a. Contractors who fulfil the following requirements shall be eligible to apply. Joint ventures/Consortiums are not accepted.

i) Three similar completed works of each of value not less than 40% of estimated cost.
OR

ii) Two similar completed works each of value not less than 60% of estimated cost
OR

iii) One similar completed works each of value not less than 80% of estimated cost

"Similar Work" shall mean construction of Non-Residential and Non- Industrial building Project(s) **under EPC mode** having minimum one work of at least six Storey building comprising construction of RCC framed / composite structure including finishing works, water supply and sanitary installations, electrical works, firefighting, HV & LV electrical works, elevators and HVAC- all composite executed under one agreement. For this purpose, each basement, stilt constructed with the building shall be construed as a storey. Machine room and mumty shall not be counted as a storey.

AND

- iv) Should have satisfactorily completed minimum one Super Specialty Hospital Project of minimum 500 beds/ Super specialty Hospital cum Medical College Project of minimum 500 beds comprising construction of RCC framed/ composite structure including finishing works, water supply and sanitary installations, electrical works, firefighting, HV & LV electrical works, elevators and HVAC- all composite executed under one agreement.

In case any of the qualifying work(s) given at (i) to (iii) above fulfill the criteria given herein, then the criteria given herein need not be separately required to be fulfilled.

Definition of SS: A Super-specialty hospital being defined here as a hospital which provides combination of clinical services including but not limited to Level IV Neonatal care, Quaternary Polytrauma Care, Multi-organ Transplantation, Robotic Surgery, Bone Marrow Transplantation, Cranio-facio-maxillary surgery, Cardiac and Vascular Surgery etc

AND

- v) The bidder should have executed and completed at least one Non-residential and Non-industrial building with minimum 2500 SQM. having GRIHA 3 Star rating or equivalent green building rating from CII-IGBC, USGBC- LEED and ASSOCHAM-GEM under any contract. In case bidder submits green building rating from CII-IGBC, USGBC- LEED and ASSOCHAM-GEM, the bidder should also submit documentary proof that the certificate issued is equivalent to Griha 3 star rating. This work can be part of eligible work at (i) to (iv) above. GRIHA 3 -star rating obtained by bidder under a separate contract shall be considered for the purpose of assessing the technical competence only without adding its monetary value for determining the eligibility criteria.

All the eligible similar works executed with enhancement and submitted by the bidders and ongoing works as well as for the works with estimated cost put to tender more than 40% of estimated cost put to tender may be got inspected by IITG officials as decided by NIT approving authority. The marks for the quality shall be given based on this inspection if inspection is carried out.

Qualified similar works may be physically inspected by AGIHF officials to ascertain the completion, performance, and quality of works for finalizing technical bids.

The bidder shall satisfy the following financial eligibility criteria:

The bidder should have had average annual financial turn over (gross) of 50% of estimated cost on construction works during the last three consecutive years (Scanned copy of certificate from CA with Unique Documents Identification Number (UDIN) to be uploaded). The value of annual turnover figures shall be brought to the current value by enhancing the actual turnover figure at simple rate of 7% per annum.

The Bidder should not have incurred any loss (profit after tax should be positive) in more than two years during available last five consecutive balance sheets (standalone financial statement), duly certified and audited by the Chartered Accountant. (The balance sheet in case of Pvt. / Public Ltd. Company means its standalone financial statement and consolidated financial statement both).

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The bidder should have a banker's certificate from a commercial bank in Form-B1 for 40% of estimated cost (Scanned copy of original to be uploaded) or Net-worth Certificate of minimum 10% of estimated cost issued by Certified Chartered Accountant in Form B-2 to be uploaded.

The bidding capacity of the contractor should be equal to or more than the estimated cost of the work put to tender. The bidding capacity shall be worked out by the following formula:

$$\text{Bidding Capacity} = \{ [A \times N \times 2] - B \}$$

A =	Maximum turnover in construction works executed in any one year during the last seven years taking into account the completed as well as works in progress. The value of completed works shall be brought to current costing level by enhancing at a simple rate of 7% per annum.
N =	Number of years prescribed for completion of work for which bids has been invited.
B =	Value of existing commitments and ongoing works to be completed during the period of completion of work for which bids have been invited.

8. EVALUATION CRITERIA FOR TECHNICAL QUALIFICATION

8.1. The details submitted by the bidders will be evaluated in the following manner:

- a. The initial criteria prescribed in para 7.0 above in respect of experience of eligible similar works completed, Banker's Certificate, Net-worth, financial turnover and bidding capacity etc. will first be scrutinized and the bidders found to be eligible will be further evaluated through the criteria mentioned under 8.1b below.
- b. The bidders qualifying the initial criteria as set out in para 7.0 above will be evaluated for following criteria by scoring method on the basis of details furnished by them:

(a)	Financial strength (Form-A, B1 & B2)	Maximum 20 Marks
(b)	Experience in eligible similar nature of work during last Seven years (Forms-C & C1)	Maximum 30 Marks
(c)	Performance on work (Form-D)- Time overrun	Maximum 20 Marks
(d)	Performance on work (Form-D1)- Quality- Completed:12 marks & On-going Works:8 marks,	Maximum 20 Marks
(e)	GRIHA Rating	Maximum 10 Marks
	Total	100 Marks

The AGIHF, however, reserves the right to restrict the list of such qualified contractors to any number deemed suitable by it.

NOTE: The average value of performance of works for time overrun and quality shall be taken on the basis of performance report from the eligible similar works.

9. AWARD CRITERIA

- 9.1. The employer reserves the right, without being liable for any damages or obligation to inform the bidder, to:
 - a. Amend the scope and value of contract to the bidder.
 - b. Reject any or all of the applications without assigning any reason.
 - c. Any effort on the part of the bidder or his agent to exercise influence or to pressurize the employer would result in rejection of his bid. Canvassing of any kind is prohibited.

**PROFORMA-I:
Criteria for Evaluation of the performance of contractor for Pre- Eligibility**

Sl. No.	Attributes		Evaluation
(a)	Financial Strength	(20 Marks)	
	(i) Average Annual Turnover (ii) Banker's certificate/ Net worth certificate	16 Marks 4 Marks	(i) 60% marks for minimum eligibility criteria } (ii) 100% marks for twice the minimum eligibility criteria or more. In between (i) &(ii)- On pro-rata basis.
(b)	Experience in similar class of work	(30 Marks)	(i) 60% marks for minimum eligibility criteria (ii) Additional 20% marks for each Super-specialty Hospital with minimum 500 beds with maximum score of 40%
(c)	Performance on works {Time Over Run (TOR)}	(20 Marks)	
	Parameters	Calculation for Points	Score
			Maximum Marks
	If TOR =		1.00
	Without levy of compensation		20
	With levy of Compensation		20
	Levy of compensation not decided		20
	Maximum Marks in this category:		
			20
	TOR = AT/ST, where AT =Actual Time; ST= Stipulated Time (Time in the Agreement plus (+)justified period of extension of time).		
	Note: Marks for value in between the stages indicated above is to be determined by straightline variation basis.		
(d)	Performance of works (Quality) as per assessment in form D-1: 20 Marks (Maximum) Assessment will be made for completed projects as per quality performance certificates (as per the format) issued by the respective clients. The AGIHF reserve the right to inspect/ verify any of the certificates and completed/ on-going works at their discretion to allot marks to assessment made as per the findings of such inspection. Performance certificate of similar works shall only be considered.		
	Completed works (max. 20 marks)		(Total marks assessed)
(e)	GRIHA Rating (10 marks)		i) 60% marks for GRIHA with minimum 3-star rating for non-residential and non-industrial building of minimum 2500 sq. meter area-One building. ii) 40% marks for additional building of GRIHA with minimum 3-star rating for non-residential and non-industrial building of minimum 2500 sq. meter area-One building.

The minimum qualifying score of each factor required is proposed at 60% of the maximum score for each factor.

Failure to obtain a minimum score for any single factor will result in dis-qualification of the bidder, as will, the achievement of only minimum scores for each factor. Minimum overall score of 75 will qualify the bidder for the next stage (Opening of Financial bids).

10. FINANCIAL INFORMATION

The Bidder should furnish the Annual Financial Statement for the last seven years **(in Form-A)**, Bankers Certificate from a commercial bank **(in Form-B1)** or Net-worth Certificate **(in Form-B2)**.

11. EXPERIENCE OF SIMILAR WORKS:

Bidder should furnish the following:

- 11.1. List of all works of similar nature successfully completed during the last seven years (in Form- C) and the ongoing works (in Form-C1)
- 11.2. Performance reports (corresponding to work mentioned in (Form-C) in Form-D & Form-D1.
- 11.3. Performance reports (corresponding to work mentioned in (Form-C1) in Form-D1.
- 11.4. AGIHF may inspect the eligible works as submitted by the agency. The agency shall coordinate such inspections and provide all necessary documents, information as desired by AGIHF.

12. ORGANISATION INFORMATION

Bidder is required to submit the information in respect of his organization **(in Form-E)**

13. LETTER OF TRANSMITTAL

The bidder should submit the letter of transmittal attached with the document.

OPENING OF THE FINANCIAL BID

After evaluation of applications, a list of short-listed agencies qualified in technical evaluation will be prepared. Thereafter, the financial bids of only the qualified and technically acceptable bidders shall be opened at the notified time, date and place in the presence of the qualified bidders or their representatives strictly through the Assam E-procurement portal. The validity of the tenders shall be **180 days** and shall be reckoned from the date of opening of the Technical Bid. After evaluation of technical & financial bids the work shall be awarded to the Lowest Bidder.

SECTION-III: INFORMATION REGARDING ELIGIBILITY

Letter of Transmittal

From,

To,

AGIHF

Subject: **Construction of a Centre of Excellence in Healthcare R & D Facility - Includes Super-Specialty Hospital, PG Medical & Allied Education and Ancillary Facilities at IIT Guwahati campus of Assam Government-IITG Healthcare Foundation (AGIHF) on EPC Mode-III.**

Sub Head: Construction of **410 bed** Super-Specialty Hospital Block (G+6), Academic cum R&D Block (G+4), 3 BHK Faculty Residences (G+6), 2 BHK Faculty Residences (G+6), Nursing Hostel (G+9), Resident's Hostel (G+7), Service blocks & Gate houses, boundary walls and other miscellaneous works including Internal Water Supply, Sanitary Installations and drainage, Development works like UG Sumps, Terrace water Tanks, Water Treatment Plant, Sewage Treatment Plant, Effluent Treatment Plant, Rain Water Harvesting System, Internal Roads, Pathways, Parking facilities, Filtered and Unfiltered Water Supply Lines, Storm Water Drains, External Sewerage System, Service Trenches, landscaping Horticulture works, Electrical Installations, Fire Alarm System, Firefighting system, Lifts, Sub-station, DG sets, UPS, HVAC System, BMS system, Solar water Heating System, CCTV, LAN, IP based EPABX System, Audio Visual System, MGPS, Nurse Call System, External and Internal Signages etc. and their integration, making fit for occupation, Providing /Fixing Furniture items etc. all complete on Engineering, Procurement and Construction basis (EPC Mode-III).

Sir,

Having examined the details", given in bid document for the above work, I/we hereby submit the relevant information.

1. I/We hereby certify that all the statement made, and information supplied in the enclosed **Forms A to I** and accompanying statement are true and correct.
2. I/We have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/We submit the requisite certified Banker's Certificate from Commercial Bank or Net worth Certificate from CA and authorize IITG to approach the bank/ CA issuing the Banker's certificate/ Net worth certificate to confirm the correctness thereof. I/We also authorize IITG to approach individuals, employers, firms, and corporation to verify our competence and general reputation.
4. I/We submit the following certificates in support of our suitability, technical knowledge, and capability for having successfully completed the following works:

Sl.No	Name of Work	Certificate issued by

Certificate: It is certified that the information given in the enclosed eligibility bid are correct. It is also certified that I/We shall be liable to be debarred, disqualified/cancellation of enlistment in case any information furnished by me/us found to be incorrect.

Enclosures:

Date of submission Seal & Signature(s) of bidder(s)

Authorized Signatory

Form-A: Financial Information

Financial Analysis-Details to be furnished as per figures in balance sheet/ profit & loss (standalone finance statement and consolidated financial statement both) account for the last seven years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax AGIHF.

Fig in Lakhs Rs

S. No	Particulars	Financial Years			Avg. TO
		21-22	22-23	23-24	
I	Gross Annual Turnover on Construction works				
Ii	Profit / Loss (Standalone financial statement)				

Financial arrangements for carrying out the proposed work.

Signature of Chartered Accountant with Seal

Signature of bidder (s)

Form-B1:

Bankers' Certificate From A Commercial Bank

This is to certify that to the best of our knowledge and information that M/s./Sh _
_____ having marginally noted address, as a Customer of our bank are/is
respectable and can be treated as good for any engagement up
to a limit of Rs_____(Rupees
_____). This certificate is issued without any guarantee or responsibility on the
bank or any of the officers.

(Signature) For the Bank

NOTE:

1. Bankers Certificates should be on letter head of the Bank, addressed to tendering authority.
2. In case of Partnership firm, certificate should include names of all partners as recorded with the Bank.

Form-B2:

**Form of Certificate of Net Worth From Chartered Accountant
TO WHOMSOEVER IT MAY CONCERN**

"It is to certify that as per the audited balance sheet and profit & loss account during the financial year____ the Net worth of M/s____
(Name & Registered address of the individual / firm / company), as on 31st March 2024 isRs._____after considering all liabilities. It is further certified that the Net worth of the company has not eroded by more than 30% in the last three year ending on 31st March 2024.

(Signature of the Chartered Accountant)

Name of the Chartered Accountant

Membership no of ICAI

Date & Seal

Form-C:

**Details of Eligible Similar Nature of Works Completed During the Last Seven Years
Ending Last Date Of the Month Previous To The One In Which Tender Are Invited**

Name of the Bidder: _____

S. No	Detail	
1	Name of work/ project and location	
2	Owner or sponsoring organization	
3	Tendered Cost of work in crores of Rs.	
4	Executed value of the Works in crores of Rs.	
5	Date of commencement as per contract	
6	Stipulated date of completion	
7	Actual date of completion	
8	*Litigation/ arbitration cases pending/ in progress with details	
9	Details of officer to whom reference may be made	
a	Name & Address	
b	Phone No.	
c	Official Email Id	
10	Whether the work was done on back-to back basis	(Yes / No)

* Indicates gross amount claimed and the amount awarded by the Arbitrator

Certified that the above list of works is complete, and no work has been left out and that the information given is correct to my / our knowledge and belief.

Signature of bidder(s) With stamp

**Form-C1:
Projects Under Execution**

S. No	Details	
1	Name of work / Project and location	
2	Owner or sponsoring organization	
3	Cost of work in crores of rupees	
4	Date of commencement as per contract	
5	Stipulated date of completion	
6	Up to date percentage progress	
7	Specify progress as per milestone	
8	Details of officer to whom reference may be made	
a	Name & Address	
b	Phone No.	
c	Official Email Id	
9	Remarks	

Signature of bidder(s)

With stamp

Form-C2

Format for proof of submission to be uploaded along with transaction slip

NIT No:	Name of Agency	GST Number of the Agency	Date of Transaction	Total Amount Transferred	UTR Number

**Form-D:
PERFORMANCE REPORT OF WORKS REFERRED TO IN FORM-C & C1.**

1	Name of work / Project and location		
2	Agreement No.		
3	Estimated Cost		
4	Tender Cost		
5	Date Of Start		
6	Date of Completion		
	a	Stipulated Date of Completion (As mentioned in work order)	
	b	Actual Date of Completion	
7	a	Whether case of levy of compensation for delay has been decided.	
	b	If decided, amount of compensation levied for delayed completion, if any.	
8	Performance Report		
	a	Quality of Work	Outstanding /Very Good/Good/Poor
	b	Financial Soundness	Outstanding /Very Good/Good/Poor
	c	Technical Proficiency	Outstanding /Very Good/Good/Poor
	d	Resourcefulness	Outstanding /Very Good/Good/Poor
	e	General Behaviour	Outstanding /Very Good/Good/Poor

Email Id:
Telephone
No.:
Dated:

Sign and Stamp

Form-D1: FOR OFFICIAL USE (Optional)

Assessment of Quality for Completed as Well as Ongoing Works

Name of Work	:	
Agency	:	
Agreement No	:	
Date of Inspection	:	
Date of submission of report	:	

Sr. No.	Description	Remarks
A	General Observation & Operational Aspects	Yes/ No
1	Availability of approval from local bodies in case of Construction of Private Buildings / Hospital Buildings / Institution Buildings.	
2	Availability of approved Structural drawings	
3	Observation on seepage/ leakage in the building	
4	Whether Line & level Maintained	
5	In case of basement, observation on seepage, if any.	
6	Any Structural defects / distress observed. If yes give details	
7	Whether safety measures adopted at site as per CPWD Safety Code and or govt. guidelines are adequate or not.	
8	Whether the Welfare facilities provided to labour as per Clause 19 H of GCC for CPWD Works/and or govt. guidelines are adequate or not.	
9	Whether AHU getting automatically switched off and fire dampers closed in case of fire signal	
10	Whether thimbles used for termination of wires in DBs, EBDs & Panels?	
B	Quality of Work	Marks Assessed
1	Quality of plaster/ finishing	/10
2	Quality of RCC/ CC Work	/10
3	Quality of Flooring	/10
4	Quality of Woodwork	/10
5	Quality of Steel Work / Aluminum Work	/10
6	Quality of Plumbing and Sanitary Installation	/10
7	Quality of Workmanship	/10
8	Quality of Waterproofing	/10
9	If cladding done, observation on efficiency/ quality of cladding /Brick Work	/10

Sr. No.	Description	Remarks
10	Quality of internal electrification work	/10
11	Quality of DBs, EBDs& Panels?	/10
12	Quality of E&M equipment's, panels & feeder pillar.	/10
13	Quality of fire alarm system/ firefighting system	/10
14	Quality of Air Conditioning work.	/10
15	Quality of Sub-station based on complete live diagram, capacitor panel, power factor, insulating Mat, cleanliness, cable termination, earthing pits, earthing of transformer / DG sets.	/10
16	Any Other aspect (To be elaborated)	/10

Average Marks (To be awarded out of 100 Marks based on average of marks assessed on each attribute mentioned at B above).

Note:

1. All the above parameters may be considered for assessing the overall quality of work executed by the contractor. Each attribute shall be assessed on maximum marks of 10 under B above.
2. In case, any attribute is not applicable, the same may not be included in assessment and mentioned as not applicable (N/A).
3. The works as assessed above shall be converted on a scale of 25/15 marks for completed/ongoing works respectively.
4. In case of eligible completed works being more than one, the average marks assigned for eligible completed works shall be considered for marking purpose. Only one ongoing work to be assessed.

Form-E: Structure & Organization

1.	Name & Address of the bidder	
2.	Telephone No. / Email id /Telex No./Fax No.	
3.	Legal status of the bidder (Attach copies of original document defining the legal status).	
	a) An Individual	
	b) A proprietary firm	
	c) A firm in partnership	
	d) A limited company or Corporation	
	Particulars of registration with various AGIHF bodies (attach attested photocopy).	
4.	Organization/Place of Registration	Registration No
	1	
	2	
	3	
5.	Names and Titles of Directors & Officers with designation to be concerned with this work.	
6.	Designation of individuals authorized to act for the organization.	
7.	Has the bidder or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.	
8.	Has the bidder, or any constituent partner in case of partnership firm/ limited company/ joint venture, ever been convicted by the court of law? If so, give details.	
9.	In which field of Civil Engineering Construction, the bidder has specialization and interest?	
10.	Any other information considered necessary but not included above.	

Form-F:

Declaration About Site Inspection

To,

AGIHF

Submission of bids for the work for Construction of a Centre of Excellence in Healthcare R & D Facility - Includes Super-Specialty Hospital, PG Medical & Allied Education and Ancillary Facilities at IIT Guwahati campus of Assam Government-IITG Healthcare Foundation (AGIHF) on EPC Mode-III.

Sub Head: Construction of **410 bed** Super-Specialty Hospital Block (G+6), Academic cum R&D Block (G+4), 3 BHK Faculty Residences (G+6), 2 BHK Faculty Residences (G+6), Nursing Hostel (G+9), Resident's Hostel (G+7), Service blocks & Gate houses, boundary walls and other miscellaneous works including Internal Water Supply, Sanitary Installations and drainage, Development works like UG Sumps, Terrace water Tanks, Water Treatment Plant, Sewage Treatment Plant, Effluent Treatment Plant, Rain Water Harvesting System, Internal Roads, Pathways, Parking facilities, Filtered and Unfiltered Water Supply Lines, Storm Water Drains, External Sewerage System, Service Trenches, landscaping Horticulture works, Electrical Installations, Fire Alarm System, Firefighting system, Lifts, Sub-station, DG sets, UPS, HVAC System, BMS system, Solar water Heating System, CCTV, LAN, IP based EPABX System, Audio Visual System, MGPS, Nurse Call System, External and Internal Signages etc. and their integration, making fit for occupation, Providing /Fixing Furniture items etc. all complete on Engineering, Procurement and Construction basis (EPC Mode-III).

Dear Sir,

It is hereby declared that as per the FORM-6 FOR e-BIDDING and as per the terms and conditions of this tender document, I/ We the bidder inspected and examined the subject site and its surrounding and satisfy myself / ourselves as to the nature of the ground and sub-soil (so far as is practicable), the forms and nature of the site./ ourselves before submitting the bid, the accommodation which may require and all necessary information as to risks, contingencies and other circumstances which may influence or affect our bid have been obtained. I/We the bidder shall have full knowledge of the site and no extra charge consequent upon any misunderstanding or otherwise shall be claimed in later date. I /We bidder shall be responsible for arranging and maintaining at own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by me/us implies that I / We have read this notice and all other contract documents and has made myself /ourselves 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.

Yours faithfully

(Duly authorized signatory of the bidder)

Form-G:

Affidavit for Back-to-Back Basis

(Affidavit to be furnished on a 'Non-Judicial' stamp paper worth Rs.100/-)

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back-to-back basis. Further that, if such a violation comes to the notice of Institute, then I/we shall be debarred for bidding in AGIHF in future forever. Also, if such a violation comes to the notice of Institute before date of start of work, the Competent Authority shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

(Scanned copy of this notarized affidavit to be uploaded at the time of submission of bid)

Form-H:

Affidavit for Non-Black Listing

(Affidavit to be furnished on a 'Non-Judicial' stamp paper worth Rs.100/-)

I/we undertake and confirm that our firm/partnership firm has not been blacklisted by any state/Central AGIHF/PSUs/Autonomous bodies during the last 7 years of its operations. Further that, if such information comes to the notice of the Institute, then I/we shall be debarred for bidding in AGIHF in future forever. Also, if such an information comes to the notice of Institute on any day before date of start of work, the Competent Authority shall be free to cancel the agreement and to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

(Scanned copy of this notarized affidavit to be uploaded at the time of submission of bid)

Form-I: Bidding Capacity

The bidding capacity of the contractor should be equal to, or more than the estimated cost of the work put totender. The bidding capacity shall be worked out by the following formula:

Bidding Capacity = {[AxNx2]-B}

Where,

A = Maximum turnover in construction works executed in any one year during the last seven years taking into account the completed as well as works in progress. The value of completed works shall be brought to current costing level by enhancing at a simple rate of 7% per annum.

N = Number of years prescribed for completion of work for which bids has been invited.

B = Value of existing commitments and ongoing works to be completed during the period of completion ofwork for which bids have been invited.

The contractor needs to submit the supporting documents dully signed for calculation of A & B as above. For calculation ofB, information is to be supplied in the following tabular format:

Sl. No	Name of work / Project and location	Owner/ Sponsoring organization	Contract value (in Cr.)	Date of commencement as perContract	Stipulated date of completion	Up to date % progress of work	Remaining work in % (100- column 7)	Existing commitment column 4 x column 8/ 100	Name & address/ telephono. of officer to whom reference maybe made	Remarks
1	2	3	4	5	6	7	8	9	10	11

FORM-J WILLINGNESS CERTIFICATE

Name of Work: Construction of a Centre of Excellence in Healthcare R & D Facility - Includes Super-Specialty Hospital, PG Medical & Allied Education and Ancillary Facilities at IIT Guwahati campus of Assam Government-IITG Healthcare Foundation (AGIHF) on EPC Mode-III.

Sub Head: Construction of **410 bed** Super-Specialty Hospital Block (G+6), Academic cum R&D Block (G+4), 3 BHK Faculty Residences (G+6), 2 BHK Faculty Residences (G+6), Nursing Hostel (G+9), Resident's Hostel (G+7), Service blocks & Gate houses, boundary walls and other miscellaneous works including Internal Water Supply, Sanitary Installations and drainage, Development works like UG Sumps, Terrace water Tanks, Water Treatment Plant, Sewage Treatment Plant, Effluent Treatment Plant, Rain Water Harvesting System, Internal Roads, Pathways, Parking facilities, Filtered and Unfiltered Water Supply Lines, Storm Water Drains, External Sewerage System, Service Trenches, landscaping Horticulture works, Electrical Installations, Fire Alarm System, Firefighting system, Lifts, Sub-station, DG sets, UPS, HVAC System, BMS system, Solar water Heating System, CCTV, LAN, IP based EPABX System, Audio Visual System, MGPS, Nurse Call System, External and Internal Signages etc. and their integration, making fit for occupation, Providing /Fixing Furniture items etc. all complete on Engineering, Procurement and Construction basis (EPC Mode-III).

I/We hereby give my/our willingness to work as associated contractor for the above-mentioned work. I will execute the work as per specifications and conditions for the agreement and as per direction of the Employer.

Also, I/We will employ full time technically qualified supervisor for the works. I/We will attend inspection of IITGas and when required.

Date

Signature of Contractor

NIT No.: AGIHF/Executing Agency/2023-24/05 dt. 07.03.2024

On non-judicial stamp paper of minimum Rs. 100
(Guarantee Offered by Bank to AGIHF in Connection with The Execution of
Contracts)

**Form of Bank Guarantee for Performance Guarantee/Security
Deposit/Mobilization Advance**

1. Whereas AGIHF (hereinafter called "AGIHF") has invited bids under(NIT number)dated.....for.....
.....(name of work)The AGIHF has further agreed to accept irrevocable Bank Guarantee for Rs. (Rupees only) valid upto(date)*..... as Earnest Money Deposit from (Name and address of contractor), (hereinafter called "the contractor") for compliance of his obligations in accordance with the terms and conditions of the said NIT.

OR**

1. Whereas the AGIHF (hereinafter called "AGIHF") has entered into an agreement bearing number with.....(name and address of the contractor)..... (Hereinafter called "the Contractor") for execution of work..... (Name of work)The AGIHF has further agreed to accept an irrevocable Bank Guarantee for Rs..... (Rupees only) valid up to (date)..... as Performance Guarantee/security Deposit/Mobilization Advance from the said Contractor for compliance of his obligations in accordance with the terms and conditions of the agreement.
2. We, (Indicate the name of the bank) (herein after referred to as "The Bank"), hereby undertake to pay to the AGIHF an amount not exceeding Rs... (Rupees only) on demand by AGIHF within 10 days of the demand.
3. We, (indicate the name of the Bank) do here by undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the AGIHF stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor. 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).
4. We, (indicate the name of the Bank) , further undertake to pay AGIHF any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any court or Tribunal, our liability under this Bank Guarantee being absolute and unequivocal. The payment so made by us under this Bank Guarantee shall be a valid discharge of our liability for payment there under and the contractor shall have no claim against us for making such payment.
5. We, (indicate the name of the Bank) further agree that the AGIHF shall have the fullest liberty without our consent and without affecting in any manner. our obligation here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the IITG AGIHF against the said contractor and.to for bearer enforce any of the terms and conditions re-rating 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 or for any forbearance, act of omission on the part of AGIHF or any indulgence by the AGIHF to the said contractor 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. We,.....(Indicate the name of the Bank) further agree that AGIHF at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor at the first instance without proceeding against the contractor and notwithstanding any security or other guarantee the AGIHF may have in relation to the Contractor's liabilities.
7. This guarantee will not be discharged due to the change in Contractor.
8. We, (indicate the name of the Bank) undertake not to revoke this guarantee except with the consent of the AGIHF in writing.
9. This Bank Guarantee shall be valid up to unless extended on demand by the AGIHF.

Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees. only) and unless a claim in writing is lodged with us within the date of expiry or extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Date.

Witnesses:

Signature.....
Name and address
Designation Staff code no. Bank seal:

Authorized signatory
Name

Signature.....
Name and address

*Date to be worked out on the basis of validity period of 180 days, where only financial bids are invited and 180 days for two/three bid system from the date of submission of tender.

** In paragraph 1, strike out the portion not applicable. Bank Guarantee will be made either for earnest money or for performance guarantee/security deposit/mobilization advance, as the case may be.

Form K

Receipt of deposition of original EMD

(Receipt No. / Date))

Name of work: Construction of a Centre of Excellence in Healthcare R & D Facility - Includes Super-Specialty Hospital, PG Medical & Allied Education and Ancillary Facilities at IIT Guwahati campus of Assam Government-IITG Healthcare Foundation (AGIHF) on EPC Mode-III.

Sub Head: Construction of **410 bed** Super-Specialty Hospital Block (G+6), Academic cum R&D Block (G+4), 3 BHK Faculty Residences (G+6), 2 BHK Faculty Residences (G+6), Nursing Hostel (G+9), Resident's Hostel (G+7), Service blocks & Gate houses, boundary walls and other miscellaneous works including Internal Water Supply, Sanitary Installations and drainage, Development works like UG Sumps, Terrace water Tanks, Water Treatment Plant, Sewage Treatment Plant, Effluent Treatment Plant, Rain Water Harvesting System, Internal Roads, Pathways, Parking facilities, Filtered and Unfiltered Water Supply Lines, Storm Water Drains, External Sewerage System, Service Trenches, landscaping Horticulture works, Electrical Installations, Fire Alarm System, Firefighting system, Lifts, Sub-station, DG sets, UPS, HVAC System, BMS system, Solar water Heating System, CCTV, LAN, IP based EPABX System, Audio Visual System, MGPS, Nurse Call System, External and Internal Signages etc. and their integration, making fit for occupation, Providing /Fixing Furniture items etc. all complete on Engineering, Procurement and Construction basis (EPC Mode-III).

If Earnest Money Deposit /performance Guarantee/Security Deposit/Mobilization Advance is in the form of Bank Guarantee, the details of AGIHF Account will be as follows:

Name of A/C holder	Account No	Name of the Bank	Name of the Branch	IFSC Code
AGIHF	IIT Guwahati

Declaration Of Signing of Integrity Pact

To,

AGIHF

Subject: Submission of bids for the work for **Construction of a Centre of Excellence in Healthcare R & D Facility - Includes Super-Specialty Hospital, PG Medical & Allied Education and Ancillary Facilities at IIT Guwahati campus of Assam Government-IITG Healthcare Foundation (AGIHF) on EPC Mode-III.**

Sub Head: Construction of **410 bed** Super-Specialty Hospital Block (G+6), Academic cum R&D Block (G+4), 3 BHK Faculty Residences (G+6), 2 BHK Faculty Residences (G+6), Nursing Hostel (G+9), Resident's Hostel (G+7), Service blocks & Gate houses, boundary walls and other miscellaneous works including Internal Water Supply, Sanitary Installations and drainage, Development works like UG Sumps, Terrace water Tanks, Water Treatment Plant, Sewage Treatment Plant, Effluent Treatment Plant, Rain Water Harvesting System, Internal Roads, Pathways, Parking facilities, Filtered and Unfiltered Water Supply Lines, Storm Water Drains, External Sewerage System, Service Trenches, landscaping Horticulture works, Electrical Installations, Fire Alarm System, Firefighting system, Lifts, Sub-station, DG sets, UPS, HVAC System, BMS system, Solar water Heating System, CCTV, LAN, IP based EPABX System, Audio Visual System, MGPS, Nurse Call System, External and Internal Signages etc. and their integration, making fit for occupation, Providing /Fixing Furniture items etc. all complete on Engineering, Procurement and Construction basis (EPC Mode-III).

Dear Sir,

I/We acknowledge that AGIHF is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document. I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that **THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE** of this condition of the NIT.

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

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

Yours faithfully (Duly authorized signatory of the Bidder)

INTEGRITY PACT

To be signed by the bidder and same signatory competent /authorized to sign the relevant contract on behalf of AGIHF.

This Integrity Pact is made at _____ on this _____ day of _____ 2024

BETWEEN

AGIHF, AGIHF (Hereinafter referred as the Principal which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assignees).

AND

.....

(Name and Address of the Bidder)

(Hereinafter referred to as the **Bidder/Contractor** and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assignees)

Preamble

WHEREAS the Principal has floated the Tender (NIT No: AGIHF/Executing Agency/2023-24/05 dated 04/03/2024) (hereinafter referred to as Tender) and intends to award, under laid down organizational procedure, contract for the work SH: **Construction of a Centre of Excellence in Healthcare R & D Facility - Includes Super-Specialty Hospital, PG Medical & Allied Education and Ancillary Facilities at IIT Guwahati campus of Assam Government-IITG Healthcare Foundation (AGIHF) on EPC Mode-III.**

Sub Head: Construction of **410 bed** Super-Specialty Hospital Block (G+6), Academic cum R&D Block (G+4), 3 BHK Faculty Residences (G+6), 2 BHK Faculty Residences (G+6), Nursing Hostel (G+9), Resident's Hostel (G+7), Service blocks & Gate houses, boundary walls and other miscellaneous works including Internal Water Supply, Sanitary Installations and drainage, Development works like UG Sumps, Terrace water Tanks, Water Treatment Plant, Sewage Treatment Plant, Effluent Treatment Plant, Rain Water Harvesting System, Internal Roads, Pathways, Parking facilities, Filtered and Unfiltered Water Supply Lines, Storm Water Drains, External Sewerage System, Service Trenches, landscaping Horticulture works, Electrical Installations, Fire Alarm System, Firefighting system, Lifts, Sub-station, DG sets, UPS, HVAC System, BMS system, Solar water Heating System, CCTV, LAN, IP based EPABX System, Audio Visual System, MGPS, Nurse Call System, External and Internal Signages etc. and their integration, making fit for occupation, Providing /Fixing Furniture items etc. all complete on Engineering, Procurement and Construction basis (EPC Mode-III).

AND WHEREAS the Principal 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), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

In order to achieve these goals, the principal will appoint Independent External Monitors (IEMS) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned hereunder.

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

ARTICLES

Article 1: Commitment of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - 1.1. No employee of the Principal, 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.
 - 1.2. The Principal will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidders(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - 1.3. The Principal shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
2. If the Principal 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 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 concerned authority of AGIHF all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process or award of a contract.
2. The Bidder(s)/Contractor(s) commits 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:
 - 2.1. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise, or give to any of the Principal 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.
 - 2.2. 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.

- 2.3. The Bidder(s)/Contractor(s) will not commit any offence under relevant IPC/PC Act. Further the Bidder(s)/Contract(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.
- 2.4. 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 address of foreign agents/representatives, if any. Either the India agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- 2.5. 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.
- 2.6. Bidder(s) / contractor(s) who have signed the integrity pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.
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 wilful 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 detriment of the AGIHF interests.
5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use coercive practices (which shall include 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 under law or the Contract or its established policies and laid down procedures, the Principal 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 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 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. **Such exclusion may**

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be forever or for a limited period as decided by the Principal.**

2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal 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 apart from exercising any legal rights that may have accrued to the Principal, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
3. Criminal Liability: If the Principal obtains knowledge of conduct of a Bidder or Contractor, or of an employees 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 has substantive suspicion in this regard, the Principal 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 3 years with any other Company in any country confirming to the anticorruption approach or with Central AGIHF or State AGIHF 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.
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 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 will enter into Pacts on identical terms as this one with all Bidders and Contractors.
3. The Principal will disqualify Bidders, who do not submit, the duly signed Pact between the Principal 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 Integrity Pact begins when both the parties have legally signed it. It expires for the Contractor 12 months after the completion of work under the contract or expiry of defect liability period or last payment made under the contract, whichever is later and for all other bidders, 6 months after the Contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged/determined by the concerned Competent Authority of AGIHF

Article 7: Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the **Headquarters of the Division** of the Principal, who has floated the Tender.
2. Changes and supplements as well as termination notice need to be made in writing.
3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
6. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Pact, any action taken by the Principal in accordance with this Integrity Pact or interpretation thereof shall not be subject to arbitration.
7. In view of the nature of integrity pact, the Integrity Pact is irrevocable and shall remain valid even if the main tender/contract is terminated till the currency of the integrity pact.
8. If any complaint regarding violation of IP is received directly by the Principal in respect of the contract, the same shall be referred to the IEM for comments/recommendations.

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/Contract documents with regard any of the provisions covered under this Integrity Pact.

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

(For and on behalf of Principal)

(For and on behalf of Bidder/

Contractor) WITNESSES:

1

(Signature, name and address) 2

(Signature, name and address) Place:

Dated:

ASSAM GOVERNMENT-IITG HEALTHCARE FOUNDATION, AGIHF

**PART-III
TECHNICAL BID**

EPC LUMP SUMP RATE TENDER FORM

Tender for **Construction of a Centre of Excellence in Healthcare R & D Facility - Includes Super-Specialty Hospital, PG Medical & Allied Education and Ancillary Facilities at IIT Guwahati campus of Assam Government-IITG Healthcare Foundation (AGIHF) on EPC Mode-III.**

Sub Head: Construction of **410 bed** Super-Specialty Hospital Block (G+6), Academic cum R&D Block (G+4), 3 BHK Faculty Residences (G+6), 2 BHK Faculty Residences (G+6), Nursing Hostel (G+9), Resident's Hostel (G+7), Service blocks & Gate houses, boundary walls and other miscellaneous works including Internal Water Supply, Sanitary Installations and drainage, Development works like UG Sumps, Terrace water Tanks, Water Treatment Plant, Sewage Treatment Plant, Effluent Treatment Plant, Rain Water Harvesting System, Internal Roads, Pathways, Parking facilities, Filtered and Unfiltered Water Supply Lines, Storm Water Drains, External Sewerage System, Service Trenches, landscaping Horticulture works, Electrical Installations, Fire Alarm System, Firefighting system, Lifts, Sub-station, DG sets, UPS, HVAC System, BMS system, Solar water Heating System, CCTV, LAN, IP based EPABX System, Audio Visual System, MGPS, Nurse Call System, External and Internal Signages etc. and their integration, making fit for occupation, Providing /Fixing Furniture items etc. all complete on Engineering, Procurement and Construction basis (EPC Mode-III).

I/We have read and examined the notice inviting tender, Schedule A, D, E & F Specifications, Drawings & Designs, General Rules and Directions, General Conditions of Contract 2022 for EPC Project with amendments up to the last date of submission of bids, clauses of contract, Special conditions, Schedule of Rates, other documents, regulations, Acts and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work as per scope mentioned in this tender document specified for the Board of Directors within the time specified in Schedule 'F' viz., schedule of quantities and in accordance in all respect with the applicable municipal byelaws, regulations, Acts, NGT guidelines, specifications, designs, drawing and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the General Conditions of Contract 2022 for EPC Project with amendments up to last date of submission of bid and with such materials as are provided for, by, and in accordance with, such conditions so far as applicable.

We agree to keep the bid open for One Hundred and Eighty (180) days from the date of opening of technical bid and notto make any modification in its terms and conditions.

I/ We have deposited EMD for the prescribed amount through online process.

A copy of earnest money deposit receipt of prescribed amounts deposited on line is uploaded on the portal .

Further, if I/We fail to commence work as specified, I/ We agree that AGIHF or the 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 documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in conditions of contract. Further, I/We agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-bidding process of the work.

I/we undertake and confirm that eligible similar work(s) has/have not been got executed through another agency on back-to-back basis. Further that, if such a violation comes to the notice of Institute, then I/we shall be debarred for bidding. Also, if such a violation comes to the notice of Institute before date of start of work, the Competent Authority shall be free to take appropriate

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action as per the latest guideline / forfeit the entire amount of Earnest Money Deposit/ Performance Guarantee.

I/We hereby declare that I/We shall treat the bid 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 Bidder **

Witness:**

Postal Address **Address: **

Occupation **

[** to be filled by Bidder]

ACCEPTANCE

(To be Signed by AGIHF)

The above bid (as modified by you as provided in the letters mentioned hereunder) is accepted by me for an on behalf of AGIHF for a sum of Rs.....*.....
(Rupee.....*.....). The
letters referred to below shall form part of this contract agreement:

(a)

(b)

(c)

For & on behalf of Director

Dated:

(Signature of AGIHF)

Proforma Of Schedules: A to F (Civil, MEPF and Medical Services)

SCHEDULE 'A' Schedule of work	As per contract document
SCHEDULE B Schedule of material to be issued to the agency.	-NIL-
SCHEDULE C Tools and Plants to be hired to the agency.	-NIL-
SCHEDULE D Extra schedule for specific requirements/ documents for the work, if any.	As per contract document
SCHEDULE E	
Reference to Conditions of Contract	Conditions of Contract.
Name of Work	<p>Construction of a Centre of Excellence in Healthcare, R & D Facility - Includes Super-Specialty Hospital, PG Medical & Allied Education and Ancillary Facilities at IIT Guwahati campus of Assam Government-IITG Healthcare Foundation (AGIHF) on EPC Mode-III.</p> <p>SH: Construction of 410 bedded Super-Specialty Hospital Block (G+6), Academic cum R&D centre (G+4), 3 BHK Faculty Residences (G+6), 2 BHK Faculty Residences (G+6), Nursing Hostel (G+9), Resident's Hostel (G+6), Service blocks & Gate houses and other miscellaneous works including Internal Water Supply, Sanitary Installations and drainage, Development works like UG Sumps, Terrace water Tanks, Water Treatment Plant, Sewage Treatment Plant, Effluent Treatment Plant, Rain Water Harvesting System, Internal Roads, Pathways, Parking facilities, Filtered and Unfiltered Water Supply Lines, Storm Water Drains, External Sewerage System, Service Trenches, landscaping Horticulture works, Internal Electrical Installations, Fire Alarm System, Firefighting system, Lifts, Substation, DG sets, UPS, HVAC System, BMS system, Solar water Heating System, CCTV, LAN, IP based EPABX System, Audio Visual System, STP Equipment, MGPS, Nurse Call System etc. and their integration, making fit for occupation, P/F Furniture items etc all complete on Engineering, Procurement and Construction basis (EPC Mode-III).</p>
Estimated cost of work	Rs. 365.57 Cr
Earnest Money	Rs. 7.31 Cr
Performance Guarantee	5% of accepted Contract Price

Value of Security Deposit	5% of accepted Contract Price to be deducted from each invoice.
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SCHEDULE – F

	GENERAL RULES & DIRECTIONS:	
1	Officer inviting bid	AGIHF
2	Applicable mode of EPC	EPC Mode III. Detailed design & drawings to be provided by the Owner.
	DEFINITIONS:	
3	AGIHF	Engineers authorized by the AGIHF for all items of works for Civil, Electrical and Mechanical work and for the Project
4	Accepting Authority	AGIHF
5	Percentage on cost of materials and Labour to cover all overheads and profits	15%
6	Standard Schedule of Rates	Delhi Schedule of Rates 2021 with updated correction slips and Market Rates wherever not available.
7)	AGIHF	AGIHF .
8	Standard Contract Form	Lump Sum Tender for EPC Tender & Conditions of contract to the last date of submission of Bid
9	Submission of EMD	1. Rs 7.31 Cr through On Line.
10	Deviation Limit	(+/-) 5%
11	Arbitration Location	Guwahati.

GCC CLAUSE	CLAUSE DESCRIPTION	PARTICULARS
1:	Performance Guarantee	As per conditions contract
(i)	Time allowed for submission of Performance Guarantee, program chart (Time and Progress) and applicable labour licenses, registration with GST, EPFO, ESIC and BOCW Welfare Board or proof of applying thereof from the date of issue of letter of acceptance.	15 days from date of award of work
(ii)	Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in (i) above.	10 days
1A	Recovery of Security Deposit	5% of accepted Contract Price Refer conditions of Contract
1 B	<ul style="list-style-type: none"> Defect Liability Period 	The DLP shall be 24 months after declaring the original construction work complete by the Competent Authority or issue of completion

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GCC CLAUSE	CLAUSE DESCRIPTION	PARTICULARS
		certificate, whichever is later.
2	Compensation for Delay	As per conditions contract
	Authority for fixing compensation	AGIHF
5	Time and Extension for Delay	
(i)	Time allowed for execution of work	30 Months
(ii)	Number of days from the date of issue of letter of acceptance for reckoning date of start	Date of Commencement as mentioned in LOA or 15 (Fifteen) days from date of LOA or date of handing over of the site whichever is later.
	In the case of discrepancy between the schedule of Quantities, the Specifications and/ or the Drawings, the order of preference shall be observed:	i) Description of Schedule of Quantities. (ii) Particular Specification and Special Condition, if any. (iii) Drawings. (iv) CPWD Specifications. (v) Indian Standard Specifications of B.I.S.

Signing of Contract

The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:

- (i) the notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- (ii) Standard Form as mentioned in Schedule 'F' & SCC consisting of:
 - (a) Various standard clauses of conditions of contract as stipulated in Schedule ' F ' along with annexures thereto.
 - (b) Safety Code.
 - (c) Model Rules for the protection of health, sanitary arrangements for workers employed by contractor.
 - (d) Contractor's Labour Regulations.
 - (e) List of Acts and omissions for which fines can be imposed.
- (iii) No payment for the work done will be made unless contract is signed by the contractor.

TABLE OF MILESTONE (S)				
S.No	Description of Mile stone	Time allowed in months (from the date of start of work) in months	% of total work in financial terms	Amount to be withheld in case of non-achievement of milestone (%)
1	2	3	4	5
1	Upon completion of specified months in column 3.	3	3	0.06
2	Upon completion of specified months in column 3.	6	7	0.14
3	Upon completion of specified months in column 3.	9	9	0.18
4	Upon completion of specified months in column 3.	12	10	0.20
5	Upon completion of specified months in column 3.	15	12	0.24
6	Upon completion of specified months in column 3.	18	13	0.26
7	Upon completion of specified months in column 3.	21	12	0.24
8	Upon completion of specified months in column 3.	24	11	0.22
9	Upon completion of specified months in column 3.	27	10	0.20
10	Upon completion of specified months in column 3.	30	13	0.26
	Total		100.00	2.00

NOTE:

Withheld amount shall be released if subsequent milestone is achieved within respective time specified. However, in case milestones are not achieved by the Bidder for the work, the amount shown against milestone shall be withheld.

Intending bidder may submit phasing of activities/ milestones based on their resources and methodology at the time of bidding corresponding to physical milestones/stages indicated in the above table. These shall be formed part of the agreement after approval of the accepting authority, otherwise it would be assumed that agency agrees with the

above-mentioned physical milestones.

Authority to decide:

(i)	Extension of time	AGIHF
(ii)	Rescheduling of components	AGIHF
(iii)	Shifting of date of start in Case of delay in handing over of site	AGIHF
	Schedule of handing over of site:	On Stipulated date of Start of Work

GCC CLAUSE #	CLAUSE DESCRIPTION	PARTICULARS
5.1	Schedule of rate of recovery for day in submission of the modified programme in terms of delay per week:	
	Contract Value	Recovery (Rupees)
	Monthly progress report	Rs. 1,00,000/- per month or part thereof
	Programme chart	Rs. 2,00,000/- per month or part thereof
5.7	Online record of Hindrances	
	Nature of Hindrance Register (either Physical or Electronic)	Electronic. All communications/ notices will be electronic (mode as decided by AGIHF)
6	Computerized Measurement Book	Applicable
7	Payment on intermediate certified to be regarded as Advances	
	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	For Civil work: Rs. 6 Crore For MEPF & Medical Services work: Rs. 2.5 Crore
7A	Whether clause 7A shall be applicable	Yes, Applicable No running account bill shall be paid for the work till the applicable labour license, registration with EPFO, ESIC and BOCW Welfare Board, wherever applicable are submitted by the contractor to the AGIHF
7B	Authority to decide payment to 3rd Party	Not Applicable
8A	Completion Plans to be submitted by the Contractor	
	Authority to decide compensation if Contractor fails to submit Completion Plans: As Built Drawings	AGIHF

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10A	Materials to be provided by the Contractor	
	List of testing equipment's to be provided by the agency at site lab	List attached as Appendix-I Specification 2019 Volume-I & II. Default shall be liable for recovery of Rs. 25,000/- per week.
10 B	Advance	
(i)	Secured Advance on Materials	Yes, Applicable
(ii)	Whether Clause 10B(ii) shall be applicable (MA)	Yes, Applicable
(iii)	Whether Clause 10B(iii) shall be applicable	Not Applicable
10CC	Price adjustment for Works	Not applicable

Clause 11

Specifications to be followed forexecution of work	Civil work: Latest CPWD Specifications 2019 Volume- I & II with corrections slips up to last date of submission of bid (bid hereinafter called CPWD specifications)
	<ol style="list-style-type: none"> 1. CPWD General Specification for Electrical Works Part I Internal-2013. 2. General Specification for Electrical Works (Part III Lifts & Escalators)-2003. 3. CPWD General Specification for Electrical Works Part IV Substation-2013. 4. CPWD General Specification for Electrical Works Part V Wetriser and sprinkler system-2020. 5. CPWD General Specification for Electrical Works Part VI fire detection and alarm system- 2018. 6. CPWD General Specification for Electrical Works Part VII DG Sets- 2013 7. CPWD General Specification for Electrical Works Part VIII Gas Based Fire Extinguishing System-2013. 8. General Specification for Heating Ventilation & Air-Conditioning-2017. 9. CPWD specification of Horticulture & Landscaping – 2018. 10. CPWD General Specification for Medical Gas Pipe System 2022 11. CPWD General Specification for Pneumatic Tube Transport System 2022 12. CPWD General Specification for Nurse Call System 2022
All above specifications shall be applicable with corrections slips up to the last date of submission/uploading of bid.	

Clause 12:

Applicable, as per Conditions of Contract. The deviation limit shall be 5% for all the items.

Clause 16

Competent Authority for deciding reduced rates.	AGIHF
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Clause 17

Defect liability period shall be 24 months after declaring the original work complete by the competent authority and those listed in the special conditions of contract for individual components

Clause 18

Suggestive List of machinery, tools & plants to be deployed by the Bidder at site: As per Appendix-II

Clause 19

Labour laws to be complied by the contractor:

Clause	Penalty for each default as mentioned in relevant clause of GCC
Clause 19 C	As per the table
Clause 19 D	Rs. 15,000/- each default
Clause 19 G	Rs. 15,000/- each default
Clause 19 K	Rs. 1,000/- per trades man per day

Clause 19C

Sr.No	Clause	Penalty
1	Non-compliance against Deployment of Safety Officer by Contractor on month-wise basis	
	(a) Daily absenteeism of one Safety Officer up to a maximum of 3 days in a month.	Rs. 800/- per day
	(b) For 4 to 7 days absenteeism of one Safety Officer in a month.	Rs. 1,200/- per day
	(c) More than 7 days absenteeism of one Safety Officer in a month.	Rs. 10,000/- per day
2	Non-compliance of General Terms and Conditions (not covered in other sections for penalty)	
	(a) No use of PPE by Contractor employee for normal jobs (Safety Shoes, Reflective Jacket and Helmet).	Rs. 500/- per Contractor employee per event.

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	(b) No use of PPE by Contractor employee for Working at height activities.	Rs. 1,000/- per Contractor employee per event.
	(c) Deviation from other defined terms and conditions.	Rs. 500/- per event.
	(d) Repeated deviation from any terms and conditions.	Rs. 10,000/- and/ or Termination of Contract.
	(e) Non-compliance of applicable statutory and regulatory norm/ condition/ permit/ license, etc.	Rs. 5,000/- for first case and warning letter to Contractor.
	(f) Willful and negligent repeated non-compliance of applicable statutory and regulatory norms/ conditions/ permits/ licenses, etc. even though the Contractor is informed and warned about the non-compliance.	Rs. 1,00,000/- and blacklisting the Contractor and Termination of Contract.
3	Non-compliance of 'Zero Reportable Accident' clause during a year Contract Period	
	(a) First Reportable Accident (if person remains absent for more than 48 hours).	Penalty of Rs. 5,000/-
	(b) Second Reportable Accident.	Rs. 10,000/- and Termination of Contract within 6 months or within contract validity whichever is earlier.
4	Non-compliance of the clause 'Real Zero Fatal Accident' during a year Contract Period	
	(a) First Fatal Accident.	Rs. 25,000/- and Termination of Contract within 6 months or within contract validity whichever is earlier.

Clause 25**Constitution of Dispute Redressal Committee:**

Constitution of DRC	Competent Authority to appoint DRC
Chairman and two members	AGHIF

Clause 30 A

The contractor shall have to make his own arrangement of water. The withdrawal of water from the network of institute shall not be allowed. No charges shall be recovered if the contractor develops bore well at site and establish pumping arrangement at his own cost. The contractor shall have to seek permission for digging tube well etc. for the water arrangement from the Engineer In Charge

Clause 32(i) &(ii)

The Requirement of Technical / Architectural Personnel required to be deployed by the contractors during project execution and their recovery rates are as below:

S. No.	DESIGNATION	MINIMUM QUALIFICATION	EXPERIENCE LEVEL	Rate at which recovery shall be made from the Contractor in the event of not fulfilling PROVISION OF CLAUSE 32(i)(ii)
1	Project Manager (Team Leader)	Graduate in Civil Engg.	Minimum total experience of 20 years out of which, minimum 10 years of hospital construction Works and/ residential construction works.	Rs. 1,00,000/- per month
2	Dy. Project Manager (Civil)	Graduate in Civil Engg. /Diploma in Civil Engg.	Minimum 12 years for Degree or 15 years for Diploma out of which minimum 5 years in hospital construction Works and/ residential construction works.	Rs. 70,000/- per month
3	Civil Engineer	Graduate in Civil Engg. /Diploma in Civil Engg.	Minimum 10 years for Degree or 12 years for Diploma out of which minimum 3 years in hospital construction Works and/ residential construction works.	Rs. 40,000/- per month
4	Senior Quality Assurance & Quality Control Engineer	Graduate in Civil Engg. /Diploma in Quality Assurance	Minimum total experience of 10 years out of which minimum 07 yrs. in QA (field) and at least two years as In-Charge.	Rs. 80,000/- per month
6	Steel fabrication Engineer	Graduation in concerned Discipline	Total minimum experience of 10 years out of which minimum 05 years' experience in relevant field.	Rs. 60,000/- per month

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7	Planning Manager	Graduate in Civil Engg. With knowledge in MS project/ Primavera software	Minimum 10 years for Degree or 15 years for Diploma out of which minimum 3 years in Construction planning & monitoring of hospital construction Works and/ residential construction works.	Rs. 50,000/- per month
8	Interface Manager	Graduate in Engineering Discipline	Total Minimum experience of 10 years out of which minimum 3 years in relevant field.	Rs. 40,000/- per month
9	Senior Safety Manager	Graduate in Construction Safety / Diploma in Construction Safety	Minimum 10 years for Graduate or 12 years for Diploma in relevant field.	Rs. 90,000/- per month
10	Senior Surveyor	Diploma/ ITI	Minimum 10 years for Diploma or 15 years for ITI	Rs. 20,000/- per month
11	Chief Electrical Engineer	Graduate in Electrical Engg. /Diploma in Electrical Engg.	Minimum 10 years for Degree or 12 years forDiploma out of which minimum 3 years in hospital construction Works and/ residential construction works.	Rs. 1,00,000/- per month
12	Chief Mechanical Engineer/Erection Engineer	Graduate in Mechanical Engg. /Diploma in Mechanical Engg.	Minimum 10 years for Degree or 12 years forDiploma out of which minimum 3 years in hospital construction Works and/ residential construction works.	Rs. 1,00,000/- per month
13	Electrical Engineer	Graduate in Electrical Engg. /Diploma in Electrical Engg.	Minimum 8 years for Degree or 10 years forDiploma out of which minimum 3 years in hospital construction Works and/ residential construction works.	Rs. 50,000/- per month

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14	Mechanical Engineer	Graduate in Mechanical Engg. /Diploma in Electrical Engg.	Minimum 8 years for Degree or 10 years for Diploma out of which minimum 3 years in hospital construction Works and/ residential construction works.	Rs. 50,000/- per month
15	Architect	Architect degree	Minimum experience of 8 years after Degree	Rs. 80,000/- per month

NOTE:

- 1 The specialized technical staff for execution of component such as plumbing, water proofing, firefighting, HVAC, Acoustic, landscaping etc. shall be deployed as per the requirement of work.
- 2 Assistant Engineers retired from AGIHF services that are holding Diploma will be treated at par with Graduate Engineers. Diploma holder with minimum 10-years relevant experience with a reputed construction company can be treated at par with Graduate Engineers for the purpose of such deployment subject to that such diploma holder should not exceed 50% of requirement of degree engineers.
- 3 Architect should be registered with COA.
- 4 The bidder shall submit a certificate an employment of the technical representative(s) (in the from of copy of form 16 of CPF deduction issued to the engineers employed by him) along with every account bill / final bill and shall produce evidence of regular physical availability of such engineers on the above project whenever required by the Engineer-in-charge.

Clause 38:

(i)	Schedule/statement for determining theoretical quantity of cement & bitumen based on Delhi Schedule of Rates	Delhi schedule of rates 2021 with correctionslips up to the last date of receipt of tenders
(ii)	Variations permissible on theoretical quantities	
(a)	Cement	+ (plus/minus) 2% (Two percent)
(b)	Bitumen for all works	+ (plus) 2.5% (Two-point five percent only and nil on minus side.
(c)	Steel reinforcement and structural steel	+ (plus) 2.0% (Two percent) only and nil on -(minus) side.
(d)	All other materials	NIL

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

Sl.NO	Description of Item	Rates in figures and words at which recovery shall be made from contractor	
		Excess beyond permissible variation	Less use beyond permissible variation
1	Cement (PPC)	NIL	Not allowed. Substandard work will be rejected
2	Reinforcement Steel	NIL	
3.	Structural Steel	NIL	

This Schedule F shall be read in conjunction with Special Conditions of Contract.

Appendix-I:**Establishing Site Laboratory and Testing of Materials**

Equipment for conducting necessary tests (as per CPWD Specifications 2019 Volume-I) shall be provided and installed at site in the well-furnished site laboratory by the agency at his own cost. The following laboratory equipment should be in general or as and when required be set up at site laboratory:

Sl. No.	Equipme nt	Numbers
1.	100MT compression testing machine, electrical -cum-Manually operated)	2
2.	Slump cone, steel plate, tamping rod, steel scale, scoop	3
3.	VICAT Apparatus with Desk pot	1
4.	Megger & earth resistance tester	1
5.	Pumps and pressure gauges for hydraulic testing of pressure	1
6.	Weighing scale platform type 100 Kg	1
7.	Graduated glass measuring cylinder of various capacity	As per requirement
8.	Sets of sieves of 450mm internal dia for coarse aggregate [100mm,80mm, 40mm, 20mm, 12.5mm]	2 sets
9.	Sets of sieves of 200mm internal dia for fine aggregate [4.75mm; 2.36mm;1.18mm; 600microns; 300 microns & 150 micron, with lid and pan]	2 sets
10.	Sieve Brushes and sieve shaker capable of200mm and 300mm dia sieves,manually operated with timing switch assembly	1
11.	Cube moulds size 70mmx70mmx70mm	18
12.	Cube moulds size 150mmx150mmx150mm	36
13.	Ultrasonic pulse velocity Test Equipment (For concrete)	1
14.	Hot air oven temp. Range 50°C to 300°C-sensitivity 1 degree	2
15.	Electronic balance 600gx0.1g., 10kg and50 kg	2
16.	Physical balance weight up to 5 kg	2
17.	Digital thermometer up to 150oc	3
18.	Air Content of concrete testing machine	1
19.	Measuring jars 100ml, 20ml, 500ml	5 Nos each size
20.	Gauging trowels 100mm & 20mm with wooden	5
21.	Spatula 100mm & 20mm with long blade wooden handle	5
22.	Vernier callipers 12" & 6" size	3 each
23.	Digital PH meter least count 0.01mm	3 each
24.	Digital Micrometre least count. 0.01mm	3 each
25.	Digital paint thickness meter for steel 500microns	2
26.	GI tray 600x450x50mm,450x300x40mm,300x250x40mm	3 Nos each
27.	Electric Motor mixer 0.25 cum capacity	1
28.	Rebound hammer test digital rebound hammer	2

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Sl. No.	Equipment	Numbers
29.	Screw gauge 0.1mm-10mm, least count 0.05	4
30.	Water testing kit	2
31.	Motorized sieve shaker	2
32.	Pruning Rods 2 Kg weight length 40 cm and ramming face 25 mm ²	2
33.	Extra Bottom plates for 15 cm cube mould	15
34.	Standard Vibration Table for gauging the Cubes	2
35.	Pocket concrete penetrometer 0 to 50kg/sq.cm	3
36.	Concrete temperature measuring thermometer with Brass protection sheath 0-100 degree centigrade	2
37.	Mortar Cube vibrator	1
38.	Dial type spring balance preferable with zero correction knob capacity 100 kgs. Reading to ½ kg.	2
39.	Counter scale capacity 1 kg and 10 kg	2
40.	Iron Weight of 5 kg, 2 kg, 1 kg, 500 gm, 20 gm, 100 gm	2 each
41.	Brass Weight of 50 gm, 2 gm, 10 gm, 5 gm, 2 gm, 1 gm	2 each
42.	Measuring cylinder TPX or Poly propylene capacity 100 ml, 500 ml, 250 ml, 1000 ml	3 each
43.	Pyrex, corning or Borosil beakers with cover capacity 500 ml, 20 ml, 50 ml	3 each
44.	Wash Bottles capacity 500 ml	5
45.	Thermometers 1-100 degree centigrade /max. and Min/ Dry and wet with table	3
46.	Set of box spanner ratchet	2
47.	Hammer 1lb & 2lb	3 each
48.	Distance metre (of 100 metre)	2
49.	Hacksaw with 6 blades	3
50.	Measuring tape (5 metre)	4
51.	Depth gauge 2 cm	6
52.	Shovels & Spade	6
53.	Steel plates 5 mm thick 75x75 cm	6
54.	Plastic or G.I. Buckets 15 ltr, 10 ltr, 5 ltr	2 each
55.	Wheelbarrow	10
56.	Floor Brushes, hair dusters, scrappers, wire brush, paint brushes, shutter steel plat oil, kerosene with stove etc.	3 each
57.	Any other equipment for site tests as outlined in BIS codes and as directed by the AGIHF/Employer's Representative.	As per requirement
58.	Concrete Core cutter Machine	2

Appendix-II:

Requirements of Plant and Equipment at Site

S. No.	Type of equipment required for the work	Minimum No. of Units required for the work	Maximum permissible age (in years)
1	Construction Equipment		
a)	Concrete Pumps with boom placers	1	3
b)	Stationary concrete pumps with sufficient pipes	2	3
c)	Hydra Cranes at site of suitable capacity	2	5
d)	Trailers for carrying equipment/fabricated elements etc.	1	5
e)	Survey Instruments (Total station)	1	3
f)	Survey Instruments (Auto Level)	2	3
g)	Lab Testing equipment -fully equipped for site tests.	Complete sets (calibrated) for testing of all types of materials to be used in project	
h)	Fully automatic and computerized Batching Plant of capacity 60 cum/hour at Depot site with arrangement for required water quality and temperature control.	1	5
j)	Transit Mixer of minimum capacity of 5 cum	3	5
k)	Earthmovers/ Excavators of capacity 1 cum and more	1	5
l)	Trucks & Dumpers	4	5
m)	Small excavators/ JCB	1	4
n)	Bulldozer	1	5
o)	Power Roller of minimum 10T capacity	1	5
p)	Earth Compactor / Roller 5T capacity	2	4
q)	Pneumatic Hammer Drill Machine	2	1
r)	Drilling Machine	4	2
s)	Bar Cutting Machine	4	2
t)	Bar Bending Machine	3	2
u)	Welding Machine	6	2
v)	Needle Vibrator with adequate no of needle	6	1

S. No.	Type of equipment required for the work	Minimum No. of Units required for the work	Maximum permissible age (in years)
w)	Tractor with Trolley	1 set	3
x)	Tower Crane	2	4
y)	Builder Hoist	3	4
z)	Dewatering Pumps of different capacity based on site requirements	10	3
aa)	Water tanker (minimum capacity 5000 ltrs)	1 set	2
	Any other machinery required for completion of the work as per actual site requirement		

Note:

1. The abovementioned resources are minimum quantity only. These resources shall be available at site for the time period as per the works programme, progress of work, requirement for the project and as instructed by Engineer/Employer. The Contractor may have to deploy a greater number of equipment as per the site conditions and as directed by the Engineer. The decision of the Engineer in this regard, shall be final and binding.
2. Testing Equipment are to be provided by the Contractor at Site Laboratory as per the list shared thru Appendix I

UNDERTAKING:

1. We confirm to deploy resources as per the above-mentioned minimum requirement and also confirm to deploy plants & equipment over and above the minimum numbers indicated above, if the work requires so.
2. Hiring of Cranes shall be as per approved vendors for supply of cranes. The contractors are free to propose and utilize plant and machinery after getting approval from the Engineer. Third party certification of cranes, competency certification of the operators etc. would be require before grant of approval.

Appendix III
SITE OFFICE REQUIREMENTS

SITE OFFICE REQUIREMENTS:

1. The contractor shall also make sufficient arrangement for photography/ videography so that photographs video can be taken of any specific activity at any point of time. The contractor shall also make arrangement of software like MS Project etc. for the purpose of preparing progress report etc.
2. The contractor shall make all arrangements for ground breaking ceremony/inaugural function etc. for the project as required and the cost towards it deemed to be included in his rates/offer.
3. The contractor shall set up his site office considering the basic amenities and requirements for use by the contractors representatives. The site office shall have one meeting room.

CONDITIONS OF CONTRACT

Definitions

1. The EPC Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the AGIHF and the Contractor, together with the documents referred to therein including conditions, specifications, designs, drawings and instructions issued from time to time by the Engineer-in- Charge appointed by AGIHF and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:
 - (i) The expression, works or work shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
 - (ii) The Site shall mean the land, places on, into or where work is to be executed under the contract or any adjacent land, path or street or where work is to be executed under the contract or any adjacent land, path or street which may be temporally allotted or used for the purpose of carrying out the contract.
 - (iii) The Contractor shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
 - (iv) The Engineer-in-charge means the Engineer Officer appointed by AGIHF who shall supervise and be in charge of the work.
 - (v) The term Director means Director, AGIHF.
 - (vi) Accepting Authority shall mean the authority mentioned in Schedule F '.
 - (vii) Excepted Risk are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening, unprecedented floods and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by AGIHF of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to AGIHF faulty design of works.
 - (viii) Market Rate shall be the rate as decided by the Engineer-in-charge appointed by AGIHF on the basis of the cost of materials and labour at the site where the work is to be executed plus applicable overheads and profits as mentioned in schedule F.

Provided that no extra overheads and profits shall be payable on the part(s) of work assigned to other agency(s) by the contractor as per terms of contract.

Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender documents or the standard Schedule of Rates of the government mentioned in Schedule 'F' hereunder, with the amendments thereto issued upto the date of receipt of the tender.

- (ix) Department means AGIHF which invites tenders on behalf of AGIHF as specified in schedule 'F'.
- (x) District Specifications means the specifications followed by the State Government in the area where the work is to be executed.
- (xi) Tendered value means the value of the entire work as stipulated in the letter of award.
- (xii) Date of commencement of work: The date of commencement of work shall be the date of start as specified in schedule ' F ' or the first date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicated in the tender document.
- (xiii) GST shall mean Goods and Service Tax - Central, State and Inter State.

Scope and Performance

3. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
4. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
5. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender documents. None of these documents shall be used for any purpose other than that of this contract.

Works to be carried out

6. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labourers, materials, tools, plants, equipment and transport which may be required for full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities (Schedule A) 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.

Sufficiency of Tender

7. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

Discrepancies and Adjustment of Errors

8. 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 drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.

8.1 In the case of discrepancy between the schedule of Quantities, the Specifications and/ or the Drawings, the following order of preference shall be observed:

- (i) Description of Schedule of Quantities.

(ii) Particular Specification and Special Condition, if any.

Drawings.

Technical specifications forming part of the tender document

(iv) CPWD Specifications.

(v) Indian Standard Specifications of B.I.S.

8.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.

8.3 Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

Signing of Agreement.

9. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:

(i) the notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

(ii) Standard Forms as mentioned in Schedule 'F' consisting of:

(a) Various standard clauses with corrections up to the date stipulated in Schedule ' F ' along with annexures thereto.

(b) Safety Code.

(c) Model Rules for the protection of health, sanitary arrangements for workers employed by Contractor or its sub-contractors.

(d) Contractor's Labour Regulations.

(e) List of Acts and omissions for which fines can be imposed.

(iii) No payment for the work done will be made unless contract is signed by the contractor.

General Conditions of Contract

Clause 1 Performance Guarantee

- (i) The contractor shall submit an irrevocable Performance Guarantee at specified percentage of the tendered amount as mentioned in Schedule 'E', 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 AGIHF 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 AGIHF. This Guarantee shall be in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any of the Commercial Banks. In case a fixed deposit receipt of any Bank is furnished by the contractor to the AGIHF as part of the performance guarantee 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 AGIHF to make good the deficit.
- (iii) The Performance Guarantee shall be submitted by the contractor on format as per conditions of contract and shall be initially valid up to minimum 6 months beyond DLP that 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. However, 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.
- (iii) The AGIHF shall not make a claim under the performance guarantee except for amounts to 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 AGIHF may claim the full amount of the Performance Guarantee.
 - (b) Failure by the contractor to pay AGIHF 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 to the contractor by AGIHF.
- (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 AGIHF.
- (v) On substantial Completion of any work which has been completed to such an extent that the intended purpose of the work is met and ready to use, then a provisional Completion certificate shall be recorded by the AGIHF. The provisional certificate so recorded shall be appended with a list of outstanding balance items of work that need to be completed in accordance with the provisions of the contract.

This provisional completion certificate shall be recorded by the concerned Engineer- in- Charge with the approval of Superintending Engineer / Chief Engineer, if required. After recording of the provisional Completion Certificate for the work by the competent authority, the 80 % of performance guarantee shall be returned to the contractor, without any interest.

However, in case of contracts involving Maintenance of building and services /any other work after construction of same building and services/ other work, then 40% of performance guarantee shall be returned to the contractor, without any interest after recording the provisional Completion certificate.

Recovery of Security Deposit

Clause 1A

The Security deposit or the retention money shall be deducted from each running/ final bill of the contractor @ 5% (five per cent only) of the gross value of the Running Account/ final bill. If the amount of Security Deposit deducted in cash is more than Rs.10.00 lakhs (Rupees Ten lakhs only), the excess amount beyond Rs. 10 Lakhs can be replaced by the contractor by submission of Bank Guarantee on maximum threetimes in the prescribed Performa of AGIHF or Fixed Deposit Receipt (FDR) pledged in favor of AGIHF of equivalent amount from any Nationalized Bank or all Commercial Scheduled Bank. Only the Original Contract Value will be counted for this purpose. The Bank Guarantee/ FDR shall be initially valid up to the 3 months beyond the stipulated defect liability period. In case the time for completion of works gets enlarged, the contractor shall get the validity of bank Guarantee/ FDR extended to cover such enlarged time for completion of work.

The release/refund of security deposit of the contractor shall be subject to the observance/compliance of the conditions as under and whichever is later:

Expiry of the defect liability period in conformity with provisions contained in specific clause. The expiry of defect liability period shall be extended from time to time depending upon extension of time granted by AGIHF.

The contractor produces a clearance certificate from the labour office. As soon as the work is virtually completed, the contractor shall apply for the labour clearance certificate to the Labour Officer under intimation to the AGIHF. The AGIHF, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and/or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate. AGIHF reserves the right of part or full forfeiture of security deposit in addition to other claims in the event of contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract.

Compensation for Delay

Clause 2

If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the stipulated completion date or justified extended date of completion determined as per clause 5 (excluding any extension under clause 5.5) also considering any extension granted under clauses 12 and 15, he shall, without prejudice to any other right or remedy available under the law to the AGIHF on account of such breach, pay as compensation, the amount calculated as below :

- (i) Compensation for delay of work @ 0.75% of accepted tendered amount per month of delay (to be computed on per day basis) Provided further that the total amount of compensation for delay to be paid under this condition shall not exceed 5 % (five percent) of the accepted Tendered Value of work or of the accepted Tendered Value of the Sectional part of work as mentioned in Schedule 'F' for which a separate period of completion is originally given.

The period of delay solely attributable to contractor shall be computed as the time taken by contractor going beyond the 'justified date of completion' as determined by the authority specified in schedule F under clause 5. Further, in case where the contractor is entitled to additional time under clause 12 and /or clause 15, that shall also be accounted for while deciding the net period of delay. In case, the authority specified in schedule F decides to levy compensation during the progress of work, the period of delay attributable to contractor shall be computed (by such authority) as the period by which the progress is behind the schedule on date of such decision, after due consideration of justified extension at that stage of work.

In case no compensation has been decided by the authority in Schedule 'F' during the progress of work, this shall be no waiver of right to levy compensation by the said authority if the work remains incomplete on final justified extended date of completion.

If the Engineer in Charge decides to give further extension of time allowing performance of work beyond the justified extended date the contractor shall be liable to pay compensation for such extended period. The levy of compensation under this clause shall be without prejudice to the right of action by the AGIHF under clause 3 or any other clause in contract.

In case action under clause 2 has not been finalized and the work has been determined under clause 3, the right of action under clause 2 shall remain post determination of contract and in such case the levy of compensation shall be for days the progress is behind the schedule on date of determination, as assessed by the authority in Schedule F, after due consideration of justified extension. The compensation for delay, if not decided before the determination of contract, shall be decided after of determination of contract. Further, in such case where the contract has been determined, the total amount of recovery against compensation under clause 2 plus that under clause 3 (i.e. forfeiture of security deposit, performance guarantee) shall not exceed 8 % of the accepted tendered value of work.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the AGIHF.

In case, the contractor does not achieve a particular milestone mentioned in schedule F, or the re-scheduled milestone(s) in terms of Clause 5, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied as above. Withholding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. The amount so withheld can be released against BG/FDR from a commercial bank of equivalent amount. Further, no interest, whatsoever, shall be payable on such withheld amount. Irrespective of the reasons whether or not attributable to the Executing Agency but the Contracts gets extended beyond the stipulated date of completion as specified in the contract documents an amount @ 3% of balance value of works for the extended period beyond 03 months and up to completion period shall be recovered from their RA Bills. The Contractor shall have no claim on the recovered amount on the stated ground.

When Contract can be Determined

Clause 3

Subject to other provisions contained in this clause, the AGIHF may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, not following safety norms, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

- (i) If the contractor having been given by the AGIHF a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- (ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence and continues to do so after a notice in writing of seven days from the AGIHF.
- (iii) If the contractor fails to complete the work or section of work with individual date of completion on or before the stipulated or justified extended date, on or before such date of completion; and the Engineer in Charge without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract and in the opinion of Engineer-in- Charge the contractor will be unable to complete the same or does not complete the same within the period specified.
- (iv) If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the AGIHF.
- (v) If the contractor shall offer or give or agree to give to any person in AGIHF service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for AGIHF.
- (vi) If the contractor shall enter into a contract with AGIHF in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the AGIHF.
- (vii) If the contractor had secured the contract with AGIHF as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.
- (viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport 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 a trust deed be executed by him for benefit of his creditors.
- (ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- (x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- (xi) If the contractor assigns (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract), transfers, sublets (engagement of labour on a piece-

work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the AGIHF. When the contractor has made himself liable for action under any of the cases aforesaid, the AGIHF shall have powers:

- (a) To determine the contract as aforesaid so far as performance of work by the Contractor is concerned (of which determination notice in writing to the contractor under the hand of the AGIHF shall be conclusive evidence). Upon such determination, the performance guarantee shall stand forfeited in full, Security Deposit already recovered and Security deposit recoverable shall be liable to be forfeited and shall be absolutely at the disposal of the AGIHF.
- (b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the remaining work which may include any new items to complete the work. In the event of above courses being adopted by the AGIHF, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the AGIHF has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

Clause 3A

In case, the work including planning designing and execution as per scope of contract cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work or 180 days whichever is higher, either party may close the contract by giving notice to the other party stating the reasons. In such eventuality, the Performance Guarantee of the contractor shall be refunded within 30 days of closing of the contract.

Neither party shall claim any compensation for such eventuality. This clause is not applicable for any breach of the contract by either party.

Contractor liable to pay compensation even if action not taken under Clause 3

Clause 4

In any case in which any of the powers conferred upon the AGIHF by Clause 3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the AGIHF putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the AGIHF which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the AGIHF) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor or procured by the contractor and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the contract rates,

or, in the case of these not being applicable, at current market rates to be certified by the AGIHF, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the AGIHF may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the AGIHF as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

Time and Extension for Delay

Clause 5

The time allowed for execution of the Works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the work shall commence from such date as mentioned in schedule 'F' or from the date of handing over of the site, as notified by the AGIHF, whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid and such default continues even after 10 days after a notice in writing has been given by the Engineer in charge, the performance guarantee shall be forfeited by the Engineer in Charge and shall be absolutely at the disposal of the AGIHF without prejudice to any other right or remedy available in law. The contract shall stand determined when such decision regarding the forfeiture of the performance guarantee is communicated to the contractor.

5.1.1 The contractor shall within 10 (ten) working days of award of work, submit a time program to the AGIHF. Such program shall be made in due consideration of :

- (a) Schedule of handing over of site as specified in the Schedule 'F'
- (b) Schedule of issue of designs as specified in the Schedule 'F',

Further, program shall be prepared using the mutually agreed format/software or in other format/software as directed by AGIHF. The said program shall be in direct relation to the time stated in the Contract document for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades/ sections of the work and may be amended as necessary by agreement between the AGIHF and the Contractor, within the limitations of overall time imposed in the Contract documents.

5.1.2 The AGIHF shall within 10 (ten) working days of receipt of such program, make modifications, if any and communicate the approved program to the contractor.

In case of non- submission of construction program by the contractor, the program prepared by the AGIHF shall be deemed to be final. Such program by the Engineer-in-Charge shall not relieve the contractor of any of the obligations under the contract.

5.1.3 The contractor shall submit the progress report using the mutually agreed software or in other format decided by AGIHF for the work done during previous month to the AGIHF on or before 5th day of each month, failing which a recovery as per Schedule F shall be made as agreed compensation and shall be recovered from the next running account bill without any notice.

5.2 Delays due to reasons beyond the control of both parties:

If the work(s) be delayed by: -

- (i) force majeure, or
- (ii) abnormally bad weather, or

(iii) serious loss or damage by fire, or

(iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or

(v) delay on the part of other contractors or tradesmen engaged by AGIHF in executing work not forming part of the Contract, or

(vi) any other cause like above which, in the reasoned opinion of the AGIHF is beyond the control of both parties then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Authority indicated in schedule F.

The said authority, on receipt of such notice, considering the factual ground situation, give a fair and reasonable 'justified extension of time' and reschedule the mile stones for completion of work.

The contractor shall have no claim of damages against the delays listed in this sub clause i.e. sub clause 5.2. The contractor shall have no claim of damages for extension of time granted or rescheduling of milestone/s for events listed in sub clause 5.2.

However, the Contractor shall not be entitled to any extension of time where the instructions or acts of the Employer's Representative and the AGIHF are necessitated by or intended to cure any default of or breach of Contract by the Contractor or where any delay is due to:

- i. the failure of sub-contractor, to commence or to carry out work in due time,
- ii. non-availability, or shortage of Contractor's equipment, labour, utility services, Plant and Materials,
- iii. the Contractor not fulfilling his obligations under this Contract.
- iv. inclement weather conditions or abnormally bad weather conditions, and

Delays due to festival celebrations.

5.3 Delays attributable to the AGIHF and the Concurrent delays:

In case the work is hindered, by the AGIHF or for any reason / event, for which the AGIHF is responsible, the Contractor shall immediately give notice thereof to the authority indicated in schedule F. The said authority shall, after verification of facts, give a fair and reasonable 'justified extension of time' and reschedule the mile stones for completion of work. Such extension of time or rescheduling of milestone/s shall be without prejudice to any other right or remedy of the parties in contract or in law, provided further that for the concurrent delays i.e. the delays occurring concurrently due to the defaults of both the parties, the contractor be entitled for extension of time but shall have no claim of damages.

5.4 Rescheduling of milestones and 'Justified extended date'

The request for rescheduling the Mile stones or extension of time, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed forms i.e. Form of application by the contractor for seeking rescheduling of milestones or Form of application by the contractor for seeking extension of time (Appendix -XVI) to the authority as indicated in Schedule 'F'. The Contractor shall indicate in such a request the period by which rescheduling of milestone/s or extension of time is desired.

The authority as indicated in Schedule 'F', after examining the request, shall give a fair and reasonable 'justified extension of time' for completion of work and simultaneously

reschedule the mile stones. In event of non-application by the contractor for extension of time, the authority as indicated in schedule F, after affording opportunity to the contractor, may give, fair and reasonable justified extension and reschedule the milestones, within a reasonable period of occurrence of the event causing delay. Such justified extension of time shall determine the 'justified extended date' of completion of work.

5.5 Delays beyond the 'justified extended date'

(delays attributable solely to the contractor):

In case the work is delayed by reasons solely attributable to contractor i.e. for the reasons beyond the events/reasons stated in clause 5.2 & clause 5.3, requiring the execution of work beyond the 'justified extended date' (as stated in clause 5.4), the authority indicated in schedule F, without prejudice to the provisions under clause 3, may grant extension of time required for completion of work without rescheduling the milestones and without altering the 'justified extended date'. In such case, the contractor shall be liable for levy of compensation for such delay/such period of extension of time (i.e. for the period beyond the 'justified extended date' as determined in clause 5.4) and this default of contractor shall be dealt in conjunction with clause 2 of contract document.

5.6 It is a term of contract that the authority indicated in schedule F while deciding the extension of time case as per clause 5.1 to 5.5, shall also segregate the overall period of delay in following categories:

- (a) delays due to reasons beyond the control of both parties (under clause 5.2)
- (b) delays attributable solely to the AGIHF (under clause 5.3)
- (c) concurrent delays (under clause 5.3)
- (d) delays solely attributable to contractor (under clause 5.5)

5.7 Online record of hinderances:

The AGIHF may require the contractor to give notice of hinderances on any online system devised by him. All the notices of hinderances have to be submitted through such online system by the contractor timely to claim extension of time/ rescheduling of milestone(s). The contractor shall not be entitled for any damages in case such online notices are not given timely by the contractor.

Computerized Measurement Book

Clause 6

AGIHF shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.

All measurements as per the stage payments mentioned in Schedule F having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of the AGIHF so that a complete record is obtained of all the stages of works performed under the contract.

All such measurements recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the AGIHF or his authorized representative as per interval or program fixed in consultation

with AGIHF or his authorized representative. After the necessary corrections made by the AGIHF, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the AGIHF for the dated signatures by the AGIHF and the contractor or their representatives in token of their acceptance.

Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the AGIHF and/or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit to the AGIHF a computerized measurement book, duly bound, and with its pages machine numbered. The AGIHF and/or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks/test checks.

The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct. No cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the AGIHF. Thereafter, the MB shall be taken in the Divisional Office records, and allotted a number as per the Register of Computerized MBs. This should be done before the corresponding bill is submitted to the Division Office for payment. The contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the various officers of the AGIHF.

The contractor shall also submit to the AGIHF separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the bill. Thereafter, this bill will be processed by the Division Office and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements by the AGIHF or his representative.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the contract notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom.

The contractor shall give not less than seven days' notice to the AGIHF or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the AGIHF or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or the AGIHF's consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

AGIHF or his authorized representative may cause either themselves or through another officer of the AGIHF to check the measurements recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

It is also a term of this contract that checking and/or test checking the measurements of

any item of work in the measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defect's liability period.

Payment on intermediate certificate to be regarded as Advances

Clause 7

The running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements as per Clause 6 on the format of the AGIHF in triplicate on or before the date of every month fixed for the same by the AGIHF. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. AGIHF shall arrange to have the bill verified. In the event of the failure of the contractor to submit the bills, no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the AGIHF certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the AGIHF.

An amount of ad-hoc payment not less than 75% of the net amount of the bill under check, shall be made within 10 working days of submission of the bill. The remaining payment is also to be made after final checking of the bill within 28 working days of submission of bill by the contractor. In case of delay in payment of intermediate bills after 45 days of submission of bill by the contractor, provided the bill submitted by the contractor found to be in order, a simple interest @ 5% (five percent) per annum shall be paid to the contractor from the date of expiry of prescribed time limit.

All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the AGIHF relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the AGIHF under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided without prejudice to the right of the AGIHF to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.

Clause 7A

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 AGIHF.

Completion Certificate and Completion Plans

Clause 8

Within ten days of the completion of the work, the contractor shall give notice of such completion to the AGIHF and within thirty days of the receipt of such notice, the AGIHF shall inspect the work and if there is no defect in the work, shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution, thereof, and not until the work shall have been measured by the AGIHF. If the contractor fails to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the AGIHF may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials or final cleaning work as aforesaid except for any sum actually realized by the sale thereof.

Completion Plans to be Submitted by the Contractor

Clause 8A

The contractor shall submit completion plans for Internal and External Civil, Electrical and Mechanical Services within thirty days of the completion of the work.

In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum of 0.1 % (zero point one percent) of Tendered Value or limit prescribed in Schedule F whichever is more as may be fixed by the authority as mentioned in Schedule F and in this respect the decision of the that authority shall be final and binding on the contractor.

Payment of Final Bill

Clause 9

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the AGIHF whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by AGIHF, will, as far as possible be made within the period of three months the period being reckoned from the date of receipt of the bill by AGIHF.

If the final bill is submitted by the contractor within the period specified above and delay in payment of final bills is made by the AGIHF after prescribed time limit, a simple interest @ 5 % (five percent) per annum shall be paid to the contractor from the date of expiry of prescribed time limit, provided the final bill submitted by the contractor is found to be in order.

Materials to be provided by the Contractor

Clause 10A

The contractor shall, at his own expense, provide all materials, required for the works.

The contractor shall, at his own expense and without delay supply to the AGIHF samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the AGIHF furnish proof, to the satisfaction of the AGIHF that the materials so comply. The AGIHF shall within thirty(30) days of supply of samples or within such further

period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the AGIHF for his approval, fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the AGIHF shall be issued after the test results are received.

The Contractor shall at his cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the AGIHF. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

The contractor shall, at his cost, make all arrangements and shall provide all facilities as the AGIHF may require for collecting and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the AGIHF and bear all charges including testing charges. The AGIHF or his authorized representative shall always have access to the works and to all workshops and places where work component is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access.

The AGIHF shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the AGIHF shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The AGIHF shall also have full powers to require other proper materials to be substituted thereof and in case of default, the AGIHF may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.

The contractor shall at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped at least with the testing equipment as specified in schedule F.

Secured Advance on Materials

Clause 10B

(i) The contractor, on signing an indenture form specified in appendix XV, shall be entitled to be paid during the progress of the execution of the work up to 75% of the assessed value of any materials, which are in the opinion of the AGIHF non-perishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/ or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work, the amount of such advance shall be

recovered/deducted from the next payment made under any of the clause or clauses of this contract.

Such secured advance shall also be payable on other items of perishable nature, fragile and combustible with the approval of the AGIHF provided the contractor provides a comprehensive insurance cover for the full cost of such materials. The decision of the AGIHF shall be final and binding on the contractor in this matter. No secured advance, shall however, be paid on high-risk materials such as ordinary glass, sand, petrol, diesel.

Mobilization advance

Mobilization advance not exceeding 10% of the tendered value shall be paid to the contractor, if requested by him, on submission of irrevocable Bank Guarantee valid for contract period of an amount 1.1 times of the mobilization advance to take care of advance and interest at prescribed rate from a nationalized bank or all Commercial scheduled bank in the enclosed Performa. The Mobilization advance shall be interest bearing @ as mentioned in the "Memorandum (Annexure-I)".

This advance shall be paid in three installments as follows:

- i) First Installment of fifty percent (50%) of total mobilization advance shall be paid after the agreement is signed, P/F of Barricading at site and upon submission of performance guarantee for full amount as specified.
- ii) 2nd installment of twenty-five (25%) percent of total mobilization advance will be paid after the setting up of site office and site laboratory, complete mobilization of plant and machinery, scaffolding & shuttering materials etc.
- iii) The Balance twenty-five (25%) percent of total mobilization advance shall be paid on completion of 10% of work in terms of cost and after the contractor has fully mobilized the work at site.

The advance so paid to the Contractor shall only be used in execution of this Contract including setting up of site office and site laboratory, complete mobilization of plant and machinery, scaffolding & shuttering materials etc

Interest & Recovery

The mobilization advance above bear simple interest at the rate of 10 percent per annum and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such sums advanced shall be made by the deduction from the contractors bills commencing after first ten percent of the gross value of the work is executed and paid, on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time eighty percent of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount up to the date of recovery of the instalment.

Clause 11

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work issued by the AGIHF. Contractor shall be furnished free of charge one copy of the contract documents.

The contractor shall comply with the provisions of the contract and with the care and

diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

Deviations/ Variations Extent and Pricing

Clause 12

The AGIHF shall have power (i) to make alterations in, additions to or substitutions for the original scope of work as defined in the contract, that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or due to any other reason (save except Clause-13), the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the AGIHF and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any change in the scope of work as defined in the contract, which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same terms and conditions in all respects, except for increase/ decrease in the cost and additional time due to change of scope, to be determined based on the sub-clauses hereunder :

12.1 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor, as follows :

(i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus

(ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the AGIHF.

12.2 Payment of deviations/ variations beyond 0.25% of the accepted tendered amount.

In case there is any change in scope as defined in the contract, the contractor shall carry out the changes as per direction of Engineer in Charge and nothing extra shall be payable to the contractor on account of same if the additional cost of such work is up to 0.25% (zero-point two five percent) of the accepted tendered amount and worked out as per sub-clause 12.3 below. Variations/deviations upto 0.25% (zero-point two five percent) of the accepted tendered amount shall be deducted from overall variations/ deviations for making payment.

12.3 DETERMINATION OF RATES

In the event, there is any deviations/variations in work as defined in the contract, the contractor shall submit the complete proposal to AGIHF within 15 days duly supported with:

(a) Analysis of rates for items involved, along with relevant documents, rates of materials, tools/plants and labour, etc.

(b) The impact, if any, which the deviations/variations is likely to have on the project completion schedule,

On receipt of such proposal, either individually or covering group of items, the AGIHF shall examine the proposal regarding its admissibility and finalize the proposal/rates within 45 days after receipt of proposal with all requisite details and documents from the contractors, after giving due consideration to the proposal, analysis and rates of materials and labours, etc.

12.3.1 The increase/decrease in the rates due to deviations/variatioins shall be decided based on the following criteria: -

(i) Pricing of deviations

(a) If the item of work as stipulated in the schedule of quantity/scope of work deviates on plus side, then the rate for the deviated quantity shall be paid at the agreement rate upto the deviation limit as specified in schedule "F" with the same terms & conditions of the contract. Beyond deviation limit as specified in the schedule "F", rate shall be payable on market rates to be determined based on the relevant documents and prevailing market rates, as per Para (ii) below

(b) If the item of work as stipulated in the schedule of quantity/scope of work deviates on minus side, then the amount for such deviated quantity shall be deducted proportionately at the agreement rate.

(ii) Pricing of variations

If there are changes in the quantity / specifications / alterations / substitutions / additions, etc. in the items, other than mentioned in para- (i) above, the rates shall be determined based on detailed analysis of rates with original stipulated scope of items & newly proposed/provided items. The difference of rates so determined shall be payable to/recoverable from the contractor. The rates for both the components i.e. materials &labour shall be based on prevailing market rates. The rate finalized by the AGIHF shall be final and binding.

12.3.2 In case of either non-submission of timely proposal or incomplete proposal by the contractor for deviations/variatioins, the AGIHF shall give final opportunity to the Contractor to submit the complete proposal for change of cost within next 15 days. In case of non-submission or further incomplete submission by the contractor within the stated period, the AGIHF shall initiate the proposal and decide the change of cost. In such case the proposal finalized by the AGIHF shall be final and binding on the contractor.

12.4 Restrictions on Deviations/Variations

(i) Work(s) due to deviations/variatioins shall be executed only after getting the instructions of AGIHF, save except to meet any work of emergent nature.

(ii) Notwithstanding anything to the contrary in this clause 12, any change arising from default of the contractor in the performance of his obligations under this agreement shall not be deemed to be deviations / variatioins, and shall not result in any adjustment of the contract price or the project completion schedule.

Foreclosure of contract due to Abandonment or Reduction in Scope of Work Clause 13

If at any time after acceptance of the tender or during the progress of work, the purpose or object for which the work is being done changes due to any supervening cause and as a result of which the work has to be abandoned or reduced in scope, the AGIHF shall give notice in writing to that effect to the contractor stating the decision as well as the cause for such decision and the contractor shall act accordingly in the matter. The contractor 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 works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The contractor shall be paid at contract rates, full amount for works executed at site and, in addition, a reasonable amount as certified by the AGIHF for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure;

- (i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks.
- (ii) AGIHF shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however AGIHF shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by AGIHF, cost of such materials as detailed by AGIHF shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.
- (iii) Reasonable compensation for transfer of T & P from site to contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.
- (iv) Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary.

The contractor shall, if required by the AGIHF, furnish to him, books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.

The reasonable amount of items on (i), (iii) and (iv) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the AGHIF as per item (ii) above. Provided always that against any payments due to the contractor on this account or otherwise, the AGIHF shall be entitled to recover or be credited with any outstanding balances due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the AGIHF from the contractor under the terms of the contract.

In the event of action being taken under Clause 13 to reduce the scope of work, the contractor may

furnish fresh Performance Guarantee on the same conditions, in the same manner and at the same rate for the balance tendered amount and initially valid up to the extended date of completion or stipulated date of completion if no extension has been granted plus minimum 180 days beyond that. Wherever such a fresh Performance Guarantee is furnished by the contractor the AGIHF may return the previous Performance Guarantee.

Pre-Construction Activities

Clause 14

The data supplied by the AGIHF, if any, are for General Guidance only. The contractor shall be responsible for carrying out pre- construction activities for construction of work as defined in the tender documents. The contractor shall also carry out site investigations to verify site details / Data at his own cost.

Suspension of Work

Clause 15

- (i) The contractor shall, on receipt of the order in writing of the AGIHF, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the AGIHF may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:
 - (a) on account of any default on the part of the contractor or;
 - (b) for proper execution of the works or part thereof for reasons other than the default of the contractor; or
 - (c) for safety of the works or part thereof. The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the AGIHF.
- (ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:
 - (a) the contractor shall be entitled to an extension of time equal to the period of every such suspension plus 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;
 - (b) If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the AGIHF may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the AGIHF within fifteen days of the expiry of the period of 30 days.
- (iii) If the works or part thereof is suspended on the orders of the AGIHF for more than three months at a time, except when suspension is ordered for reason (a) in sub para (i) above, the contractor may after receipt of such order serve a written notice on AGIHF requiring permission within fifteen days from receipt by the AGIHF of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by AGIHF or where it affects whole of the works, as an abandonment of the works by AGIHF, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the AGIHF. In the event of the contractor treating the suspension as an abandonment of the contract by AGIHF, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the AGIHF may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the AGIHF within 30 days of the expiry of the period of 3 months.

Action in case Work not done as per Specifications

Clause 16

All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the AGIHF, his authorized subordinates in charge of the work and all the superior officers, officer of the Quality Assurance Unit of the AGIHF or any organization engaged by the AGIHF for Quality

Assurance and of the Chief Technical Examiner's Office, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

If it shall appear to the AGIHF or his authorized subordinates in charge of the work or to the Chief Engineer in charge of Quality Assurance or his subordinate officers or the officers of the organization engaged by the AGIHF for Quality Assurance or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months (six months in the case of work costing Rs. 10 Lac and below except road work) of the completion of the work from the AGIHF specifying the work, materials or articles complained of, notwithstanding that the same may have been passed, certified and paid for, forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the AGIHF in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as specified under clause 2 of the contract (for non-completion of the work in time) for this default.

In such case the AGIHF may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the authority specified in schedule 'F' may consider reasonable during the preparation of on account bills or final bill or any other amount due to the contractor, if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it along with other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the AGIHF to be conveyed in writing in respect of the same will be final and binding on the contractor.

Damages and Defects liability

Clause 17

17.1 During progress of work

If the contractor or his working staff or workers damage any part of the work in the scope of contract, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass, grassland, cultivated ground, etc. contiguous to the premises on which the work or any part of it is being executed, the contractor shall make good the same at his own cost.

Contractor shall repair/replace and restore the damaged structures/services in a time bound manner as required and as directed by the AGIHF. Contractor shall not be given any benefit of hindrance caused in the execution of the work owing to such damaged structure/service and time taken in its restoration by the contractor.

17.2 During defect liability period

The contractor shall be responsible for all the defects and deficiencies in the work within the scope of this contract, during the defect liability period which shall be for 2 (two) years after the date of actual completion of work as recorded by the AGIHF. The liability of contractor for defects and deficiencies may arise due to:

- (a) Improper planning and design of the project, if in the scope of contract.
- (b) Works, Tools, Plant & Machinery, Materials or Workmanship not being in accordance with this contract.
- (c) Improper upkeep & maintenance during construction of the work.
- (d) Improper upkeep, operation and/or maintenance during defect liability period, if these are in the scope of this contract.
- (e) Failure by the contractor to comply with any other obligation under this contract.

Such defects and deficiencies shall be made good by the contractor at his own cost after getting instructions / notice from the AGIHF within the time period specified in such instructions/notice.

However, contractor need not wait for instructions/notice from AGIHF for rectification of defects in work which come to his notice and he should initiate action for needful rectification of defect on priority, under intimation to AGIHF, to avoid any untoward incident.

17.3 Structural soundness

The contractor shall follow the good engineering practice for safety, serviceability and structural soundness of the building/ structure/road work etc. as covered in the scope of contract.

17.3.1 Liability for execution

The contractor shall be fully liable for any deficiency in structural soundness of work owing to execution of the work under the scope of this contract. The contractor shall have obligation to rectify all defects in the structural elements owing to any deficiency in execution of work at his own cost for 10 (ten) years from the date of completion as recorded in the completion certificate by AGIHF. Such defects shall be made good by the contractor at his own cost after getting instructions/notice from the AGIHF within the time period specified in such instructions/notice and as per methodology duly approved by the AGIHF.

17.4 Methodology for rectification of defects

The design, methodology and quality of rectification of defects carried out by the contractor shall be as per sound engineering practice.

17.5 Contractor's failure to rectify defects as defined in the sub-clauses 17.1, 17.2, 17.3 & 17.4

In the event that the contractor fails to repair or rectify the defect or deficiency within the period specified by the AGIHF, the AGIHF shall be entitled to get the same repaired, rectified or remedied at the contractor's cost and recover such amount from any dues like performance guarantee, security deposits etc. available with AGIHF. AGIHF may take action for debarment of contractor from tendering in the AGIHF by following due process. For inaction or failure to rectify the defects covered under sub clause 17.3 within specified time limit, the AGIHF may also initiate legal and/or other actions under other applicable laws in addition to other remedies available in the contract.

Recovery of Compensation paid to Workmen

Clause 18A

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

Ensuring Payment and Amenities to Workers if Contractor fails

Clause 18B

In every case in which by virtue of the provisions of the Contract Labour(Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, AGIHF is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act, and the rules, under Clause 19H or under the CPWD Contractor's Labour Regulations, or under the Rules framed by AGIHF from time to time for the protection of health and sanitary arrangements for workers employed by CPWD Contractors, AGIHF will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the AGIHF under sub-section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, AGIHF shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by AGIHF to the contractor whether under this contract or otherwise AGIHF shall not be bound to contest any claim made against it under sub- section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the AGIHF full security for all costs for which AGIHF might become liable in contesting such claim.

Labour Laws to be complied by the Contractor

Clause 19

The contractor shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971. The contractor shall also obtain a valid license under the said Act before the commencement of the work, and continue to have a valid license until its completion.

The contractor shall also comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.

The contractor shall also abide by the provisions of the Child Labour and Adolescent Labour (Prohibition and Regulation) Act, 1986.

The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

Any failure to fulfil these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

Clause 19A

No labour below the age of eighteen years shall be employed on the work.

Clause 19B

Payment of Wages

(i) The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as defined in the CPWD Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

(ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.

(iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Central Public Works contractor's Labour Regulations made by AGIHF from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorisedly made, maintenance of wage books or wage slips publication of scale of wage and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable

(iii) (a) The AGIHF concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of nonfulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.

(b) Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the AGIHF shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the AGIHF concerned.

In the case of Assam State, however, as the all-inclusive minimum daily wages fixed under Notification by the State Government as amended from time to time are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holiday would not arise.

(v) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.

(vi) The contractor shall indemnify and keep indemnified AGIHF against payments to be made under and for the observance of the laws aforesaid and the CPWD Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.

(vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

(viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.

(ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen

Clause 19C

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per CPWD Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and to provide necessary facilities as aforesaid, he shall be liable to pay a penalty as mentioned in Schedule 'F' for each default and in addition, the AGIHF shall be at liberty to make arrangement and provide facilities as aforesaid and recover the cost incurred in that behalf from the contractor.

Clause 19D

The contractor shall submit by the 4th and 19th of every month, to the AGIHF, a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively:

- (1) the number of labourers employed by him on the work,
- (2) their working hours,
- (3) the wages paid to them,
- (4) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and
- (5) the number of female workers who have been allowed maternity benefit according to Clause 19F and the amount paid to them.

Failing which the contractor shall be liable to pay to AGIHF, a sum as mentioned in Schedule F for each default or materially incorrect statement. The decision of the Divisional Officer shall be final in deducting from any bill due to the contractor, the amount levied as fine and be binding on the contractor.

Clause 19E

In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by AGIHF from time to time for the protection of health and sanitary arrangements for workers employed by the CPWD and its contractors.

Clause 19F

Leave and pay during leave shall be regulated as follows:

1. Leave:

(i) in the case of delivery - maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day,

(ii) in the case of miscarriage - upto 3 weeks from the date of miscarriage.

2. Pay:

(i) in the case of delivery - leave pay during maternity leave will be at the rate of the women's average daily earnings, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined.

(ii) in the case of miscarriage - leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.

3. Conditions for the grant of Maternity Leave:

No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave.

4. The contractor shall maintain a register of Maternity (Benefit) in the Prescribed Form as shown in appendix -I and II, and the same shall be kept at the place of work.

Clause 19G

In the event of the contractor(s) committing a default or breach of any of the provisions of the AGIHF, Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and' Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the AGIHF a sum as mentioned in Schedule F for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to as mentioned in Schedule F per day for each day of default subject to a maximum of 5 percent of the estimated cost of the work put to tender. The decision of the AGIHF shall be final and binding on the parties.

Should it appear to the AGIHF that the contractor(s) is/are not properly observing and complying with the provisions of the Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R& A) Central Rules 1971, for the protection of health and sanitary arrangements for work-people employed by the contractor(s) (hereinafter referred as "the said Rules") the AGIHF shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/ observe the said Rules and to provide the amenities to the work-people as aforesaid, the AGIHF shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/ their own expense and as per approved standards all

necessary huts and sanitary arrangements required for his/their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed according to approved standards, the AGIHF shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodelled and/or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the AGIHF shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

Clause 19H

The contractor(s) shall at his/their own cost provide his/their labour with a sufficient number of huts (hereinafter referred to as the camp) of the following specifications on a suitable plot of land to be approved by the AGIHF.

(i) (a) The minimum height of each hut at the eaves level shall be 2.10m (7 ft.) and the floor area to be provided will be at the rate of 2.7 sq.m. (30 sq.ft.) for each member of the worker's family staying with the labourer.

(b) The contractor(s) shall in addition construct suitable cooking places having a minimum area of 1.80m x 1.50m (6'x5') adjacent to the hut for each family.

(c) The contractor(s) shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women.

(d) The contractor(s) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.

ii) a) All the huts shall have walls of sun-dried or burnt-bricks laid in mud mortar or other suitable local materials as may be approved by the AGIHF. In case of sun-dried bricks, the walls should be plastered with mud gobri on both sides. The floor may be kutcha but plastered with mud gobri and shall be at least 15 cm (6") above the surrounding ground. The roofs shall be laid with thatch or any other materials as may be approved by the AGIHF and the contractor shall ensure that throughout the period of their occupation, the roofs remain water-tight.

b) The contractor(s) shall provide each hut with proper ventilation.

(c) All doors, windows, and ventilators shall be provided with suitable leaves for security purposes.

(d) There shall be kept an open space of at least 7.2m (8 yards) between the rows of huts which may be reduced to 6m (20 ft.) according to the availability of site with the approval of the AGIHF. Back to back construction will be allowed.

(iii) Water Supply - The contractor(s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than two gallons of pure and wholesome water per head per day for drinking purposes and three gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or river, tanks which may be of metal or masonry, shall be provided. The contractor(s) shall also at his/ their own cost make arrangements for laying pipe lines for water supply to his/ their labour camp from the existing mains wherever available, and shall pay all fees and charges therefore.

(iv) The site selected for the camp shall be high ground, with removed from jungle clearances, if required.

(v) Disposal of Excreta - The contractor(s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed, the contractor(s) shall make arrangements for the removal of the excreta through the Municipal Committee/authority and inform it about the number of labourers employed so that arrangements may be made by such Committee/authority for the removal of the excreta. All charges on this account shall be borne by the contractor and paid direct by him to the Municipality/authority. The contractor shall provide one sweeper for every eight seats in case of dry system.

(vi) Drainage - The contractor(s) shall provide efficient arrangements for draining away sullage water so as to keep the camp neat and tidy.

(vii) The contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.

(viii) Sanitation - The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.

Clause 19I

The AGIHF may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. In respect of maintenance/repair or renovation works etc. where the labour have an easy access to the individual houses, the contractor shall issue identity cards to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour.

Clause 19J

It shall be the responsibility of the contractor to see that the building under construction is not occupied by unauthorized person(s) during construction, and is handed over to the AGIHF with vacant possession of complete building. If such building though completed is occupied illegally, then the AGIHF shall have the option to refuse to accept the said building/buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay, a compensation shall be levied as per clause 2 of the agreement, by the Superintending Engineer/ Chief Engineer whose decision shall be final both with regard to the justification and quantum and be binding on the contractor.

However, the Superintending Engineer/ Chief Engineer, through a notice, may require the contractor to remove the illegal occupation any time on or before construction and delivery.

Clause 19K

The contractor shall, at all stages of work, deploy skilled/semi-skilled tradesmen who are qualified and possess certificate in particular trade from National CPWD Academy, Industrial Training Institute, National Institute of construction Management and Research (NICMAR), National Academy of Construction, CIDC or any similar reputed and recognized Institute managed or certified by State/Central AGIHF. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from

recognized Institute to Engineer in charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from AGIHF. Failure on the part of contractor to obtain approval of AGIHF or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate specified in schedule 'F' per such tradesman per day. Decision of Engineer in Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.

The contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 30% of the unskilled workers engaged in the project in coordination with the CPWD Regional Training Institute & National Skill Development Corporation (NSDC) for certification at the level of skilled/semi-skilled tradesmen. The cost of such training as stated above shall be borne by the contractor. The necessary space and workers shall be provided by the contractor and no claim what so ever shall be entertained.

Clause 19L

The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the AGIHF to the contractor on actual basis. The verification of deployment of labour will be done through biometric attendance system or any other suitable method by the AGIHF. The applicable and eligible amount of EPF & ESI shall be reimbursed preferably within 7 days but not later than 30 days of submission of documentary proof of payment provided same are in order.

Clause 20

The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed there under and other labour laws affecting contract labour that may be brought into force from time to time.

Clause 21

The contract shall not be assigned or sublet without the written approval of the AGIHF. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employ of AGIHF in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the AGIHF shall have power to adopt the course specified in Clause 3 hereof in the interest of AGIHF and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.

Clause 22

QUALITY ASSURANCE AND SUPERVISION FOR EXECUTION PART of WORK

(i) The Contractor shall ensure that the Materials and workmanship are in accordance with the requirements specified in this Agreement, Specifications and Standards and Sound Engineering practice. The work shall be of the specified quality and standard, both in respect of ingredients as well as the intended functions it is supposed to perform for service life.

(ii) The Contract warrants that all Materials shall be new, unused, not reconditioned, unless otherwise allowed as per contract or by AGIHF, and in conformity with Specification and Standards, Applicable Laws and Sound Engineering Practice, and that the Contractor shall not use any materials which are generally recognized as being deleterious under Sound Engineering Practice.

22.2 Quality Assurance System

The Contractor shall devise a quality assurance mechanism to ensure compliance with the provisions of this Agreement (the "Quality Assurance Plan" or "QAP").

(i) The Contractor shall, submit to the AGIHF, its Quality Assurance Plan 15 (fifteen) days in advance of start of the execution stage specified in the NIT. The AGIHF shall convey its comments to the Contractor within a period of 7 (seven) days of receipt of the QAP stating the modifications, if any, required and the Contractor shall incorporate those in the QAP conforming with the provisions of this clause. The QAP shall include the following:

(a) Contractor's Organization & structure, duties and responsibilities of individual key personnel, quality policy of contractor, procedure for control of non-conformities and corrective action, inspections and documentation.

(b) Internal quality audit system.

(c) Machinery, Shuttering, other Tool & Plants, etc. required to be deployed at site.

(d) Method statement of important activities. These can be submitted as per the sequencing of the activities of the work.

(e) Quality control mechanism including sampling and testing of Materials, test frequencies, standards, acceptance criteria, testing facilities, reporting, recording and interpretation of test results, approvals, proforma for testing and calibration in accordance with the Specifications and Standards and Sound Engineering Practice; and Material Lot size, number of required tests and frequency of testing for different construction materials.

All the relevant and applicable codes, specifications and standards, as well as the acceptance criteria for various items of work, workmanship, materials and process employed needs to be mentioned.

(f) Check-list for various items and materials.

(g) Formats for site documentation, monthly reports on implementation of QAP.

(ii) Sampling of materials

All samples of materials including Cement Concrete Cubes shall be taken by the QA engineers deployed by the Contractor and shall be witnessed by the AGIHF or his authorized representatives as specified in NIT. All the necessary assistance, facilities and safety shall be provided by the contractor. Cost of sample of materials and testing charges shall be borne by the contractor and he/she is responsible for safe custody of samples to be tested at site.

3. (iii) Testing of Materials

The contractor shall establish temporary field laboratory of adequate size with all necessary facilities. Field laboratory shall be equipped with the testing equipment for conducting routine field tests as per this contract. It will also have copies of standards, BIS codes, IRC codes, relevant publications.

All the tests in field lab setup at construction site shall be carried out by the QA Staff deployed by the contractor and shall be witnessed by the AGIHF or his authorized subordinates as specified in NIT. The contractor shall provide all necessary facility to them for witnessing the tests in the field laboratory. In general, contractor shall carry out 90% of field tests in site laboratory and 10% tests shall be got carried out from outside laboratory as indicated below. Contractor shall endeavour to obtain test reports for tests conducted from outside laboratory in a reasonable time.

(iv) Maintenance of Register of Test -

- All the entries in the register of test are to be made by the designated QA Engineers of the contractor and same is to be regularly reviewed by the field officers as well as the AGIHF. The contractor shall allow inspection of such records any time as desired by AGIHF or his authorized representative.
- All the tests carried out at construction site or outside laboratories are to be maintained by the contractor in the prescribed format in the test registers provided by the contractor and duly authenticated by AGIHF. The test reports shall also be maintained in hard file.
- Contractor is responsible for maintenance and safe custody of all the test registers and test records.
- Mandatory test conducted as per approved proforma shall be attached with each Running bill. Submission of copy of all test registers and material at site register along with each alternate Running Account Bill and with Final Bill is mandatory.

(v) Maintenance of Material at Site (MAS) Register-

MAS register of the key materials including Cement and Steel Registers shall be maintained in the proforma approved by AGIHF. All the entries in the MAS registers are made by the designated staff of the contractor and same is regularly reviewed by the field officers as well as the AGIHF. Contractor is responsible for maintenance and safe custody of MAS registers.

(vi) The Contractor shall procure all relevant codes, publications, apparatus and instruments, fuel, consumables, water, electricity, labour, materials, samples and qualified personnel as are necessary for examining and testing the Works, Materials and workmanship in accordance with the Quality Assurance Plan.

(vii) All the cost of testing including cost of samples, packaging, transportation, testing charges of Construction, Materials and workmanship under this clause shall be borne by the contractor.

(viii) The contractor shall submit monthly quality progress report on implementation of the provisions of Quality Assurance Plan on the format approved by the AGIHF.

22.3 Samples

The Contractor shall, at its own expense and without delay, provide the samples of Materials and relevant information like Manufacturer's test reports, standard samples of manufactured Materials and Samples of such other Materials as the AGIHF may require for review and approvals in accordance with Clause 10A of GCC before actual use.

22.4 Test

(i) For determining that the Works conform to the Specifications and Standards, the AGIHF shall require the Contractor to carry out or cause to be carried out tests, at such time and frequency and in such manner as specified in this Agreement and in accordance with sound engineering practice for quality assurance. Frequency and the manner in which tests shall be conducted shall be in the following order of preference: Contract provisions.

- a) CPWD specifications. BIS codes.
- b) IRC codes.
- c) MoRTH Specifications.
- d) International Codes.
- e) Manufacturer's specifications.

Outside tests shall be conducted at AGIHF labs /IITs/NITs and other approved laboratories by the AGIHF for testing of materials

(ii) The Contractor shall, with due diligence, carry out all the tests in accordance with the Agreement and furnish the results thereof to the AGIHF. The AGIHF or his authorized representative shall witness or participate during the testing as specified in NIT. The contractor shall provide all necessary assistance for witnessing/participating in the field tests.

(iii) In the event that results of any tests conducted under this clause establish any defects or deficiencies in the Works, the Contractor shall carry out remedial measures at its own cost and furnish a report to the AGIHF in this regard. The AGIHF shall require the Contractor to carry out or cause to be carried out tests to determine that such remedial measures have brought the works into compliance with the Specifications and standards and the procedure shall be repeated until such Works conform to the Specifications and Standards.

22.5 Method Statement

The 'Method statement' is a statement by which the construction procedures for important activities are stated, checked, and approved. The method statement shall be prepared for important activities as identified by the contractor as mentioned in QAP or any other activity as instructed by AGIHF. The 'Method statement', should have a description of the item with elaborate procedure in steps to implement the same, the specifications of the materials involved, equipment to be deployed, measures for ensuring safety, their testing and acceptance criteria, precautions to be taken, mode of measurement, etc. The Contractor shall, at least 15 (fifteen) days prior to the commencement of activities, submit to the AGIHF for review, the method statements proposed to be adopted for executing the various items of work. The AGIHF shall complete the review and convey its comments, if any, to the Contractor within a period of 07 (seven) days from the date of receipt of the proposed methodology from the Contractor.

Inspection & review by the AGIHF and External Audit.

The AGIHF, his authorized subordinates, senior officers of AGIHF, QA unit or any other third party may inspect and review the progress and quality of the work and issue appropriate directions to the Contractor for taking remedial action in the event the work is not in accordance with the provisions of this Agreement. The work may be inspected at any time/stage by external inspection teams like CTE or TE, Third Party Quality assurance agency, CPWD team etc. may conduct inspection of the quality of the works. The findings of the inspections shall be notified to the Contractor for taking remedial action in accordance with the agreement. The Contractor shall provide all assistance as may be required by the inspection teams in the conduct of its inspection here under.

Suitable actions shall be taken as per the provisions contained in the relevant clauses of the agreement, if the work is not found to be as per specifications or quality as specified in the agreement.

Inspection of records

The AGIHF or his authorized representative shall have the right to inspect the records of the Contractor relating to the works.

Inspection of Works

- (i) The AGIHF and his authorized subordinates shall at all times;
 - (a) have full access to all parts of the site and to all places from which natural materials are being obtained for use in the works; and
 - (b) during production, manufacture and construction at the site and at the place of production, be entitled to examine, inspect, measure and test the materials and workmanship and to check the progress of the manufacturer of Materials.
- (ii) The Contractor shall give the AGIHF and its authorized representative access, facilities and safety equipment for carrying out their obligations under this Agreement.

Examination of work before covering up/ Test Check of item of Work

In respect of the work which the AGIHF or his authorized representatives are required to examine, inspect, measure or test before it is covered up or put out of view or any part of the work is placed thereon, the Contractor shall give notice to the AGIHF whenever any such work is ready and before it is covered up. The AGIHF shall then either carry out the examination, inspection or testing without unreasonable delay within 7 days, or promptly give notice to the Contractor that the AGIHF does not require him to do so. Provided, however, that if any work is of a continuous nature where it is not possible or prudent to keep it uncovered or incomplete, the Contractor shall notify the schedule of carrying out such work to give sufficient opportunity, not being less than 3(three) business days' notice,

to the AGIHF to conduct its inspection, measurement or test while the work is continuing. Provided further that in the event the Contractor receives no response from the AGIHF within a period of 3 (three) business days from the date on which the Contractor's notice hereunder is delivered to the AGIHF, the Contractor shall be entitled to assume that the AGIHF would not undertake the said inspections.

22.10 Rejection

- (i) If, as a result of an examination, inspection, measurement or testing, any Plant, Materials, design or workmanship is found to be defective or otherwise not in accordance with the provisions of this Agreement, the AGIHF may reject such piece of work, Plant, Materials, design or workmanship by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected item complies with the requirements of this Agreement.
- (ii) If the AGIHF requires a Piece of work, Plant, Material, design or workmanship to be retested, the tests shall be repeated on the same terms and conditions, as applicable in each case. If the rejection and retesting cause the AGIHF to incur any additional costs, such costs shall be recoverable by the AGIHF from the Contractor and may be deducted by the AGIHF from any amount due to be paid to the Contractor.
- (iii) The Contractor shall not be entitled to any extension of time on account of rectifying any defect or retesting as specified in this clause.
- (iv) Examination, inspection, measurement or testing of any Plant, Material, design or workmanship by the AGIHF or its failure to convey its observations or to examine, inspect, measure or test shall neither relieve the Contractor of its obligations and liabilities under this Agreement in any manner nor shall the AGIHF be liable for the same in any manner.

22.11 Remedial work

(i) Notwithstanding any previous test or certification, the AGIHF may instruct the Contractor to:

(a) remove from the site and replace any piece of work, plant or materials which are not in accordance with the provisions of this Agreement.

(b) remove and re-execute any work which is not in accordance with the provisions of this Agreement and the Specification and Standards; and

(c) execute any work which is urgently required for the safety of the Project, whether because of an accident, unforeseeable event or otherwise.

(ii) If the Contractor fails to comply with the instructions issued by the AGIHF under aforesaid para, within the time specified in the notice or as mutually agreed, the AGIHF may get the work executed by another agency. The cost so incurred by the AGIHF for undertaking such work shall, without prejudice to the rights of the AGIHF to recover damages in accordance with the provisions of this Agreement, be recoverable from the Contractor and may be deducted by the AGIHF from any amount due to be paid to the Contractor.

22.12 Quality Control Records

The Contractor shall hand over authenticated copy of all its quality control records and documents to the AGIHF before the Completion Certificate is issued.

22.13 Video recording

During the Construction Period, the Contractor shall provide to the AGIHF for every calendar quarter, a video recording which will be compiled into a 15 (fifteen) minutes digital video covering the status and progress of work in that quarter. Video recording should show different activities, stage of work, quality assurance activities etc. including animation, graphs, digital maps, commentary, sub titles, etc. spread over the quarter. The video recording shall be provided to the AGIHF no later than 15 (fifteen) days after the close of each quarter to be reckoned from next full month of date of start of work.

22.14 Suspension of unsafe Construction Works

(i) Upon recommendation of the AGIHF to this effect, or on his own volition in cases of emergency or urgency, the AGIHF may by notice require the Contractor to suspend forthwith the whole or any part of the Works if, in the reasonable opinion of AGIHF, as the case may be, such work threatens the safety of the Users and or other persons on or about the Project. Provided, however, that in case of an emergency, the AGIHF may suo motu issue the notice referred to hereinabove.

(ii) The Contractor shall, pursuant to the notice underabove para, suspend the Works or any part thereof for such time and in such manner as may be specified by the AGIHF and thereupon carry out remedial measures to secure the safety of suspended works, the Users, other persons and vehicles on or about the Project. The Contractor by notice require the AGIHF to inspect such remedial measures forthwith and request for revocation of suspension. Upon reviewing the remedial measures, the AGIHF shall either revoke such suspension or instruct the Contractor to carry out such other and further remedial measures

as may be necessary and reasonable and the procedure set forth in this Clause shall be repeated until the suspension hereunder is revoked.

1. (iii) Subject to other provisions of the agreement, all reasonable cost incurred for maintaining and protecting the Works or part thereof during the period of suspension (the "Preservation Costs") shall be borne by the contractor, if in the opinion of AGIHF suspension is on account of reasons attributable to the contractor.
2. (iv) If suspension of Work is for reasons not attributable to the Contractor, the AGIHF shall determine any Time Extension, if required, in accordance with the provisions of clause-5.

22.15 Online maintenance of Site records including testing records.

(i) The AGIHF may require the contractor to upload all the site records in any online system devised by him. The contractor shall have to ensure that all the required site records, as desired by the AGIHF shall be uploaded in this online system. Nothing extra on this account shall be payable to the contractor. In case these records are to be maintained in any online module then contractor shall comply with this.

Changes in firm's Constitution to be Intimated

Life Cycle Cost

Settlement of Disputes by Conciliation and Arbitration

Clause 23

Where the contractor is a partnership firm/company/LLP, the prior approval in writing of the AGIHF shall be obtained before any change is made in the constitution of the firm/company/LLP. Where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of clause 21 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said clause 21.

Clause 24 Deleted

Clause 25:

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions hereinbefore mentioned and as to the quality of workmanship or materials used in the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter.

25.1 Conciliation: If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawing, record or decision given in writing by the AGIHF; or if the AGIHF considers any act or decision of the contractor on any matter in connection with or arising out of the contract or carrying out of the work to be unacceptable and disputed; such party may promptly refer such disputes and amount claimed for each dispute to the Conciliator (AGIHF Officials) concerned with the work, as applicable) in the proforma prescribed in Appendix XVII mentioned in Schedule F, under intimation to the other party. The Conciliator may then request each party to submit to him

a brief written statement describing the disputes and the points at issue. Each party shall send a copy of such statement to the other party. At any stage of the conciliation proceedings, the Conciliator may request a party to submit to him such additional information as he deems appropriate. When it appears to the Conciliator that there exist elements of a settlement which may be acceptable to the parties, he shall formulate the terms of a possible settlement and submit them to the parties for their observations. After receiving the observations of the parties, he may re-formulate the terms of a possible settlement in the light of such observations. If the parties reach agreement on a settlement of the disputes, they may draw up and sign a written settlement agreement on non-judicial stamp paper as per Stamp Act. The Conciliator shall authenticate the settlement agreement and furnish a copy thereof to each party. The termination of conciliation proceedings shall be in accordance with Section 76 of The Arbitration and Conciliation Act, 1996. No party shall be represented before the said Conciliator by an advocate or legal counsel. The conciliation proceedings shall be completed within 45 days from the receipt of reference. This time may be enlarged by 15 days by the Conciliator. The conciliation proceedings shall be deemed to have been terminated at the end of 60 days from the receipt of reference.

25.2 Arbitration: If the aforesaid conciliation proceedings fail or the Conciliator fails to give proposal for settlement within the aforesaid period, either party may promptly give notice in the proforma prescribed in Appendix XVIII(to be provided after award of Work), under intimation to the other party, to the AGIHF/Authorized representative concerned with the work (as applicable), hereinafter referred to as the Arbitrator Appointing Authority as indicated in Schedule F, for appointment of Arbitrator.

However, a party may seek appointment of Arbitrator without taking recourse to the process of conciliation mentioned in sub-clause 25.1 above.

In the event of either party giving a notice to the Arbitrator Appointing Authority for appointment of Arbitrator, the said Authority shall appoint Arbitrator as per the procedure given below and refer such disputes to arbitration.

(a) **Number of Arbitrators:** If the contract amount is Rs.100 crore or more, the disputes may be referred to an Arbitral Tribunal of three Arbitrators.

(b) **Qualification of Arbitrators:** It is a term of this contract that each member of the Arbitral Tribunal shall be Graduate Engineer with experience in execution of public works engineering contracts, and he should have worked earlier at a level not lower than the Chief Engineer (equivalent to level of Joint Secretary to the AGIHF of India).

The aforesaid educational qualification and work experience shall be mandatory for appointment as Arbitrator.

The age of Arbitrator at the time of appointment shall not exceed 75 years. An Arbitrator may be appointed notwithstanding the total number of active arbitration cases with him.

25.3 Appointment of Sole Arbitrator: This shall be at the sole discretion of AGIHF. The Director, AGIHF who shall appoint the Arbitrator.

The Arbitrator Appointing Authority shall propose five Arbitrators from the empanelled list of CPWD Empanelled Arbitrators to the party seeking arbitration under intimation to the other party within 15 days of receiving the notice. The party seeking arbitration shall give his choice for one of them within 15 days of receiving the list, and the Arbitrator Appointing Authority shall appoint the chosen person as the Sole Arbitrator within 15 days of the receipt of choice.

It is a term of this arbitration agreement that if the party fail to select, within the period prescribed above, an Arbitrator of their choice from the list of CPWD Empanelled Arbitrators

forwarded to them, the Arbitrator Appointing Authority shall himself select and appoint Arbitrator from the said list.

25.4 Appointment of Arbitral Tribunal of three Arbitrators: The Arbitrator Appointing Authority shall prepare two separate lists of five Arbitrators each from the list of CPWD Empanelled Arbitrators, and send one to the party seeking arbitration and other to the responding party, within 15 days of the receipt of notice. The parties will then choose any one Arbitrator from the list provided to them within 15 days of receipt of the list. The Arbitrator Appointing Authority shall then appoint those chosen by the respective parties as Arbitrators and also a third Arbitrator from the list of CPWD Empanelled Arbitrators to act as presiding Arbitrator, within 15 days of receipt of choice from both the parties.

It is a term of this arbitration agreement that if the parties fail to select, within the period prescribed above, an Arbitrator of their choice from the list of CPWD Empanelled Arbitrators forwarded to them, the Arbitrator Appointing Authority shall himself select and appoint Arbitrator from the said list.

25.5 Applicable Law: The provisions of the Arbitration and Conciliation Act, 1996 (Act 26 of 1996) and any further statutory modification or re-enactment thereof shall be applicable. Further, the fast-track procedure for arbitration contained in Section 29B of the said Act shall apply.

25.6 Fee payable to Arbitrator(s): The fee payable to the arbitral tribunal shall be as per CPWD OM No.2/2006/SE(TLC)/CSQ/137 dated 19.11.2019 (or latest amendment), and shall be shared equally by both the parties.

25.7 Place of Arbitration: The place of arbitration shall preferably be as mentioned in Schedule F. However, the Arbitral Tribunal may decide the place in consultation with both the parties.

25.8 Terms of reference: The Arbitral Tribunal shall adjudicate on only such disputes as are referred to it by the Arbitrator Appointing Authority and give separate award against each dispute referred to him and shall give reasons for the award in all cases where the total amount of the claim by any party exceeds Rs.1,00,000.

25.9 Interest on Arbitration award: It is also a term of this arbitration agreement that where the Arbitral award against any dispute is for the payment of money, no pre-suit and pendent elite interest shall be payable on any part of the Arbitral award.

Clause 26

The contractor shall fully indemnify and keep indemnified the AGIHF against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made or action brought against AGIHF in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the AGIHF if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the AGIHF in this behalf.

Clause 27

- (i) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the AGIHF or the AGIHF shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the AGIHF or the AGIHF shall be entitled to withhold the security deposit, if any, furnished as

the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover

the claimed amount or amounts or if no security has been taken from the contractor, the AGIHF or the AGIHF shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the AGIHF of the AGIHF or any contracting person through the AGIHF pending finalization of adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the AGIHF or AGIHF will be kept withheld or retained as such by the AGIHF or AGIHF till the claim arising out of or under the contract is determined by the arbitrator(if the contract is governed by the arbitration clause) by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the AGIHF or the AGIHF shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

(ii) AGIHF shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for AGIHF to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by AGIHF to the contractor, without any interest thereon whatsoever.

Provided that the AGIHF shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Superintending Engineer or Executive Engineer on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Superintending Engineer or the AGIHF.

Lien in respect of claims in other Contracts

Clause 28

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the AGIHF or any other contracting person or persons through AGIHF against any claim of the AGIHF or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the AGIHF or with such other person or persons. It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the AGIHF will be kept withheld or retained as such by the AGIHF or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

Clause 30

The contractor(s) shall make his/their own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following conditions.

(i) That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the AGIHF.

(ii) The AGIHF shall make alternative arrangements for supply of water at the risk and cost of contractor(s) if the arrangements made by the contractor(s) for procurement of water are in the opinion of the AGIHF, unsatisfactory.

Employment of Technical Staff and employees

Clause 31

Contractors Superintendence, Supervision, Technical Staff & Employees

(i) The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract.

As per tendered amount (worked out on the basis of quoted rate of individual items) and before commencement of the work, intimate in writing to the AGIHF, the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their qualifications and experience shall not be lower than specified in Schedule 'F'. Even if the contractor (or partner(s) in case of firm/ company) is himself / herself an Engineer, it is necessary on the part of the contractor to Employ principal technical representative / technical representative (s) as per stipulation in Schedule 'F'.

The AGIHF shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative and other technical representative(s) shall be appointed by the contractor soon after receipt of the approval from AGIHF and shall be available at site before start of work.

All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative(s) The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required, to the AGIHF and/or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and other technical representative(s) shall be actually available at site fully during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the AGIHF and shall also note down instructions conveyed by the AGIHF or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements/checked measurements/test checked measurements. The representative(s) shall not look

after any other work. Substitutes, duly approved by AGIHF of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days.

If the AGIHF, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non-refundable) shall be effected from the contractor as specified in Schedule 'F' and the decision of the AGIHF as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable technical Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the AGIHF shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) (in the form of copy of Form-16 or CPF deduction issued to the Engineers employed by him) along with every on-account bill/ final bill and shall produce evidence if at any time so required by the AGIHF.

(ii) The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.

The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.

The AGIHF shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the AGIHF to be undesirable. Such person shall not be employed again at works site without the written permission of the AGIHF and the persons so removed shall be replaced as soon as possible by competent substitutes.

Clause 32

- (i) GST, Building and other Construction Workers Welfare Cess or any other tax, levy or Cess in respect of input for or output by this contract shall be payable by the contractor and AGIHF shall not entertain any claim whatsoever in this respect except as provided under Clause 33.
- (ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, stone aggregate, earth, sand etc. from local authorities.
- (iii) If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the AGIHF of India and does not any time become payable by the contractor to the State AGIHF, Local authorities in respect of any material used by the contractor in the works, then in such a case, it shall be lawful to the AGIHF of India and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

Conditions for reimbursement of levy/taxes if levied after receipt of Tenders

Clause 33

- (i) All tendered rates shall be inclusive of any tax, levy or cess applicable on last stipulated date of receipt of tender including extension if any. No adjustment i.e. increase or decrease shall be made for any variation in the rate of GST, Building and Other Construction Workers Welfare Cess or any tax, levy or cess applicable on inputs.

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However, effect of variation in rates of GST or Building and Other Construction Workers Welfare Cess or imposition or repeal of any other tax, levy or cess applicable on output of the works contract shall be adjusted on either side, increase or decrease.

Provided further that for Building and Other Construction Workers Welfare Cess or any tax (other than GST), levy or cess varied or imposed after the last date of receipt of tender including extension if any, any increase shall be reimbursed to the contractor only if the contractor necessarily and properly pays such increased amount of taxes/ levies/cess.

Provided further that such increase including GST shall not be made in the extended period of contract for which the contractor alone is responsible for delay as determined by authority for extension of time under Clause 5 in Schedule F.

- (ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the AGIHF and/or the AGIHF and shall also furnish such other information/document as the AGIHF may require from time to time.
- (iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, or variation or repeal of such tax or levy or cess give a written notice thereof to the AGIHF that the same is given pursuant to this condition, together with all necessary information relating thereto.

Clause 34

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

Theoretical consumption of Material

Clause 35

No engineer of gazetted rank or other gazetted officer employed in engineering or administrative duties in an engineering AGIHF of the AGIHF of India shall work as a contractor or employee of a contractor for a period of one year after his retirement from AGIHF service without the previous permission of AGIHF of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of AGIHF of India as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

Clause 36

- (i) After completion of the work and also at any intermediate stage in the event of Non-reconciliation of materials issued theoretical quantity of materials used in the work shall be calculated on the basis and method given hereunder:
- (a) Quantity of cement & bitumen shall be calculated on the basis of quantity of cement & bitumen required for different items of work as shown in the Schedule of Rates mentioned in Schedule 'F'. In case any item is executed for which standard constants for the consumption of cement or bitumen are not available in the above-mentioned schedule/statement or cannot be derived from the same shall be calculated on the basis of standard formula to be laid down by the AGIHF.

- (b) Theoretical quantity of steel reinforcement or structural steel sections shall be taken as the quantity required as per design or as authorized by AGIHF, including authorized lappings, chairs etc. plus 3% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual, each diameter wise, section wise and category wise separately.
- (c) Theoretical quantity of G.I. & C.I. or other pipes, conduits, wires and cables, pig lead and G.I./M.S. sheets shall be taken as quantity actually required and measured plus 5% for wastage due to cutting into pieces (except in the case of G.I./M.S. sheets it shall be 10%), such determination & comparison being made diameter wise & category wise.
- (d) For any other material as per actual requirements.

Over the theoretical quantities of materials so computed a variation shall be allowed as specified in Schedule 'F' For non-scheduled items, the decision of the Superintending Engineer regarding theoretical quantities of materials which should have been actually used, shall be final and binding on the contractor.

(ii) The said action under this clause is without prejudice to the right of the AGIHF to take action against the contractor under any other conditions of contract for not doing the work according to the prescribed specifications.

Clause 37

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the AGIHF and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the AGIHF to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the AGIHF, such payments being in addition to compensation upto the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Divisional Officer upto Rs.2,00,000/- and by the next higher officer concerned for a higher amount. The contractor shall be paid for the damages/destruction suffered and for restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the AGIHF regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the A.R.P. (Air Raid Precaution) Officers or the AGIHF (b) for any material etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work. In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Divisional Officer.

Clause 38

The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a

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breach of the contract and the Superintending Engineer may, in his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

Clause 39

The Security Deposit of the work shall be refunded if no labour complaint has been received from the labour officer till the due date of its payment. If a labour complaint is received during this period, the AGIHF shall, after issue of notice in this regard to the contractor, deduct the amount required to settle the complaint from his security deposit and refund the balance amount.

Note :- In case of any discrepancies between Hindi and English version, English version shall prevail.

SPECIAL CONDITONS OF CONTRACT

SCC Clause No	Clause Description
1	<p>Communications</p> <p>Communications between parties, unless otherwise specified shall be effective only when made in writing. A notice will be effective only when delivered.</p>
2	<p>FORCE MAJEURE</p>
2.1	<p>Definition of Force Majeure</p> <p>In this Clause, "force majeure" means an event beyond the control of the Employer and the Contractor, which makes it impossible or illegal for a party to perform, including but not limited to:</p> <ul style="list-style-type: none"> (a) act of God; (b) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition, or embargo. (c) rebellion, revolution, insurrection, or military or usurped power, or civil war; (d) contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly; (e) riot, commotion or disorder, unless solely restricted to employees of the Contractor or of his Sub-contractors currently or formerly engaged on the Works. (d) In the event of any outbreak of illness of an epidemic and/or pandemic nature, subject to be declared as Force Majeure by the AGIHF of India. <p>If a party considers that it may be affected by Force Majeure, the party shall promptly notify the other party and Employer's Representative and the AGIHF of such Force Majeure within 21 days of such occurrence. If neither party issues any notice regarding the event within 21 days of its occurrence, the said event shall be deemed not to have occurred and the Contract shall continue to have effect as such.</p>
2.2	<p>Effect of Force Majeure Event</p> <p>Neither the Employer nor the Contractor shall be considered in default or in contractual breach to the extent that performance of obligations is prevented by Force Majeure event which arises after the date of Notice to Proceed upon the occurrence of such Force Majeure, the affected party shall endeavour to continue to perform its obligations as far as reasonably practicable.</p>

SCC Clause No	Clause Description
2.3	<p>Contractor’s Responsibility If affected by such Force Majeure, the Contractor shall promptly notify the Employer’s Representative and the AGIHF of any proposals for overcoming the consequences of the Force Majeure, including any reasonable alternative means for performance, but shall not carry out these proposals without the consent of the AGIHF.</p>
2.4	<p>Employer’s Responsibility If affected by such Force Majeure, the Employer’s Representative shall promptly notify the AGIHF and the Contractor of any proposals for overcoming the consequences of the Force Majeure.</p>
2.5	<p>Payment to Contractor If the Works shall suffer loss or damage due to such Force Majeure, the Contractor shall be entitled to have included, in an Interim Payment Certificate of the Cost of work executed in accordance with the Contract.</p>
2.6	<p>Resumption of Work The obligations under the Contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.</p> <p>In case of doubt or dispute, whether a particular occurrence should be considered an “event” as defined under this clause, the decision of the AGIHF shall be final and binding.</p> <p>Works that have already been measured shall be paid for by the Employer’s Representative even if the same is subsequently destroyed or damaged as a result of the event. The cost of rebuilding or replacing any work that has been measured shall be borne by the Employer.</p>
2.7	<p>Termination, Payment and Release Irrespective of any extension of time, if a Force Majeure occurs and its effect continues for a period of 6 months, after notice has been given under Sub-Clause 2.1 either party may give to the other party a notice of termination of the Contract which shall take effect in 28 days after the notice is given. Unless at the end of 28 days period the effect of the Force Majeure has ceased, the Contract shall terminate upon that date. Otherwise, the Contract shall remain in effect.</p> <p>The Contractor shall be paid fully for the work done under the Contract, but not for any defective work or work done which has been destroyed or damaged before its measurement. The Employer’s Representative shall have the option to take over any Plant, and Materials lying at site, at rates provided for in the Contract, failing that, as per rates, which are determined to be fair and reasonable by the AGIHF.</p>
2.8	<p>Release from Performance Under the Law</p>
	<p>If under the law of the Contract the Employer and the Contractor are released from further performance, the sum payable by the Employer to the Contractor shall be the same as would have been payable under Sub- Clause 2.7, if the Contract had been terminated under that Sub-Clause.</p>

SCC Clause No	Clause Description
3	<p>Site Barricading: Contractor at his own cost put up the barricading of Corrugated Profile Sheet to a height of 6m or as required and prescribed by NGT, MoEF , GRIHA ,building bylaws of the state, AGIHF or any other appropriate authority for the area, all around the construction sites through suitable fixing method as per direction of AGIHF for segregating the construction site and also to control the dust pollution in the campus. Entry to the site shall be controlled for proper security of man and materials and to avoid accidents. All management (including watch and ward) of barricades shall be the full responsibility of the contractor. The barricades shall be removed only after completion of the work or part of the work. Nothing extra will be payable on these accounts.</p>
4	<p>Green Building Norms: The building is planned as equivalent to minimum 3-star GRIHA rating. The contractor is required to execute the work in a befitting manner to suit the above rating standards. Nothing extra is payable on above account.</p>
5	<p>INSURANCE</p>
5.1	<p>Contractor is required to take Contractor's All Risk policy or erection all risk policy (as the case may be) from an approved insurance company in the joint name with first name of AGIHF and bear all costs towards the same for the full period of execution of works including the defect liability period for the full amount of contract against all loss of damage from whatever cause arising other than excepted risks for which he is responsible under the terms of the contract and in such manner that the AGIHF and the contractor are covered during the period of construction of works and/or also covered during the period of defect liability for loss or damage</p> <ul style="list-style-type: none"> a. The work and the temporary works to the full value of such works. b. The materials, constructional plant, centering, shuttering and scaffolding materials and other things brought to the site for their full value. <p>The contractor is required to submit the original policy document and the receipt for payment of the current premium to AGIHF.</p> <p>In case, the contract value gets enhanced by more than 25 percent due to any deviation /variation/ extra items, the contractor shall submit additional insurance policy for the enhanced contract value.</p>
5.2	<p style="text-align: center;">INSURANCE UNDER WORKMEN COMPENSATION ACT</p> <p>Contractor is required to take adequate insurance coverage as prescribed under the Workman Compensation Act, 1923 amended from time to time from an approved insurance company and pay premium charges thereof. The contractor is required to submit the original policy document and the receipt for payment of the current premium to AGIHF.</p> <p>If the Contractor fails to effect or keep in force or provide adequate cover in the Insurance policies mentioned in this sub-clause, or any other insurance which he might be required to effect under the Contract, then in such cases, the Employer may effect and keep in force any such insurance or further insurance and the cost and expenses incurred by him in this regard shall be deductible from payments due to the Contractor or from the Contractor's Performance Guarantee.</p>

SCC Clause No	Clause Description
5.3	<p>THIRD PARTY INSURANCE</p> <p>Contractor is required to take third party insurance cover for an amount of 5%(five percent) of contract value from an approved insurance company for insurance against any damage, injury or loss which may occur to any person or property including that of AGIHF, arising out of the execution of the works or temporary works.</p> <p>The contractor is required to submit the original policy document and the receipt for payment of the current premium to AGIHF.</p> <p>AGIHF has to ensure that Insurance policies are submitted by the contractor within 15 days from the date of issue of LOA. In case of failure of the contractor to obtain contractors all risk policy, insurance under workman compensation act and third party insurance as described above, AGIHF</p> <p>If the Contractor could not effect a comprehensive insurance cover against risks which he may be required to effect under the terms of the contract, then he shall give his attention to get the best insurance cover available and even in case of effecting a wider insurance cover than the one which the subsidiary of the General Insurance Company could offer, such an insurance is ought to be done after the AGIHF's approval, by or through the subsidiary of the General Insurance Company.</p>
5.4	<p>The contractor shall at all times indemnify AGIHF and Owner against all claims, damages or compensation under the provision of Payment of wages act-1936, Minimum Wages Act-1948 Code on Wages, 2019, Employer's liability Act-1938, the workmen's compensation Act-1947, Industrial Disputes Act-1947 and Maternity Benefit Act-1961 or any modifications thereof or any other law in force or as consequence of any accident or injury to any workman or other persons in or about the works, whether in the employment of the contractor or not, against all costs, charges and expenses of any suit, action or proceedings arising out of such incident 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 obligations and liabilities as above provided, the contractor shall insure against all claims, damages or compensation payable under the Workmen's Compensation Act 1923 or any modification thereof or any other law relating thereto.</p>

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6	<p>Approval from local Authorities:</p> <p>The Contractor shall take all necessary approval from local bodies/statutory authorities for carrying out the construction activities only. All other statutory approvals are excluded from the scope of the contract.</p>
7	<p>The contractor (s) shall study the soil investigation report for the project work site, and satisfy himself about complete characteristics of soil and other parameters of site. However, the contractor has to acquaint himself completely about the soil conditions and characteristics and no claim whatsoever on the alleged inadequacy or incorrectness of the soil report/data provided shall be entertained.</p>
8	<p>Existing roads of campus may be used for transport purpose, up to the point where the same is available and allowed with the specific permission of IIT Guwahati authorities in the interest of work. However, restrictions on the existing roads of campus may be imposed by the security personals regarding route available, speed, honking, ply timing etc which shall be strictly observed. Also no claim whatsoever shall be made on this account by the contractor.</p>
9	<p>On account of security considerations, there could be some restrictions on the working hours, movement of vehicles for transportation of materials movement of labour and location of labour camp. The contractor shall be bound to follow all such restrictions/instructions and adjust the programme for execution of work accordingly and nothing extra shall be payable on account of the same. The contractor has to obtain pass/identity card for his each labour/personal for entry in the campus from the IIT authorities. The labours will not be allowed to stay in the campus during night time. They will also have restricted movement inside the campus and should not move to locations inside the campus which do not concern this contract. The contractor shall be fully responsible for any unlawful act, misbehavior done by its labour and staff at IIT campus. The contractor shall issue Identity card to all labourers and engineers/staff engaged by him and nothing shall be paid on this account. These Identity cards will also be countersigned by the AGIHF or his authorized representative(s), which can include IIT authorities also. Nothing extra shall be paid on this account.</p>
10	<p>The contractor (s) shall give to the Municipality, Police and other authorities all necessary notices etc. that may be required by law and obtain all requisite Licenses for temporary obstructions, enclosures etc. and pay all fee, taxes and charges which may be leviable on account of these operations in executing the contract. He shall make good any damage to the adjoining property whether public or private and shall supply and maintain light and other illumination on for cautioning the public at night.</p>
11	<p>The contractor shall fully comply with all legal orders and directions of the Public or local authorities, municipality, IIT authorities and adhere by their rules and regulations and pay all fees and charges for which he may be liable in this regard. Nothing extra shall be aid/reimbursed for the same.</p>
12	<p>It shall be ensured by the contractor that no electric live wire is left exposed or unattended to avoid any accidents in this regard.</p>

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13	<p>The contractor shall maintain in perfect condition, all portions executed till completion of the entire work allotted to him. Where however phased delivery of work is contemplated these provisions shall apply separately to each phase.</p> <p>The contractor shall take instructions from the AGIHF for stacking of materials. No excavated earth or building materials etc. shall be stacked / collected in areas where other buildings, roads, services, compound walls etc. are to be constructed.</p> <p>The excavated earth of the building from any component should be stacked within 5 km and the same should be brought for back filling of foundation</p>
	plinth and development of plot area. Nothing extra shall be paid in this account.
14	The contractor shall submit the list of engineers / technical staff with charter of duties / responsibilities of each one related to execution of the work.
15	PROGRAMME CHART: The contractor shall prepare and submit an integrated programme chart for the execution of work and the detailed provision as per GCC.
16	Existing drains, pipes, cables, over-head wires, sewer lines, water lines and similar services encountered in the course of the execution of work shall be protected against the damage by the contractor at his own expense. Also any trenching and digging for laying sewer lines/water lines/cables etc. shall be commenced by the contractor only when all men, machinery's and materials have been arranged and closing of the trench(s) thereafter shall be ensured within the least possible time. In case of damage of any such services the same shall be repaired promptly by the contractor at his own cost and also keep the AGIHF indemnified at all times against any claim whatsoever generated by a third party on above account .The contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.
17	The contractor shall be responsible for the watch and ward/guard of the buildings, safety of all fittings and fixtures including sanitary and water supply fittings and fixtures provided by him against pilferage and breakage during the period of installations and thereafter till the building is physically handed over to the AGIHF. No extra payment shall be made on this account.
18	The contractor shall take instructions from the AGIHF for stacking of materials. No excavated earth or building materials etc. shall be stacked/collected in areas where other buildings, roads, services, compound walls etc. are to be constructed.
19	The contractor shall submit for the approval of AGIHF names of specialized agencies of repute along with their technical capacity proposed

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	<p>to be engaged by him, who must have executed satisfactorily works of value as specified in mandatory conditions.</p> <ol style="list-style-type: none"> 1. The works shall be carried out in accordance with the Architectural drawings, structural drawings & MEPF drawings. Before commencement of any item of work, the contractor shall correlate all the relevant architectural and structural drawings issued for the work and satisfy himself that the information available thereof is complete and unambiguous. <p>The discrepancy, if any shall be brought to the notice of the AGIHF before execution of the work. The contractor alone shall be responsible for any loss or damage executing by the commencement of work on the basis of any erroneous and or incomplete information.</p> <ol style="list-style-type: none"> 2. The contractor shall take all precautions to avoid accidents by, exhibiting caution boards day and night, speed limit boards, red flags, red light and providing necessary barriers and other measures required from time to time. The contractor shall be responsible for all damages and accidents due to negligence on his part. 3. Other agencies will also simultaneously execute and install the works. for this work and the contractor shall provide necessary facilities for the same. The contractor shall leave such recesses, holes openings etc. as may be required and other related works (for which inserts, sleeves, brackets, conduits base pinion, clamps etc. shall be supplied free of cost by the AGIHF unless otherwise specifically mentioned) and the contractor shall fix the same at time of casting of concrete, stone work & brick work, if required and nothing extra shall be payable on this account. 4. The contractor shall conduct 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 AGIHF 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 contractor 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 others.
20	<p>The works to be governed by this contract shall cover delivery and transportation up to destination, safe custody at site, insurance, erection, testing and commissioning of the entire works.</p>

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21	<p>The works to be undertaken by the contractor shall inter-alia include the following:</p> <ul style="list-style-type: none"> i. Preparation of detailed SHOP drawings. ii. Pre- commissioning tests as per relevant standard specifications, code of practice, Acts and Rules wherever required. iii. Warranty obligation for the equipment's and / or fittings/fixtures supplied by the contractor. Contractor shall provide all the shop drawings or layout drawings for all the coordinated services before starting any work or placing any order of any of the services etc. These shop drawings/layout drawings shall be got approved from AGIHF & Consultant before implementation and this shall be binding on the contractor. The contractor shall submit material submittals along with material sample for approval of AGIHF & Consultant prior to delivery of material at site.
22	<p>Samples of all materials and fittings to be used in the work in respect of brand manufacturer and quality shall be got approved from the AGIHF & Consultant, well in advance of actual execution and shall be preserved till the completion of the work. Articles bearing BIS certifications mark shall only be used unless no manufacturer has got BIS mark for the particular material. Any material/fitting whose sample has not been approved in advance and any other unapproved material brought by the contractor shall be immediately removed as soon as directed.</p>
23	<p>PREVENTION OF NUISANCE AND POLLUTION CONTROL</p> <p>a) 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 from pollutants like smoke, dust, noise. The contractor shall use such methodology and equipment so as to cause minimum environmental pollution of any kind and minimum hindrance to road users and to occupants of the adjacent properties or other services running adjacent/near vicinity. The contractor shall make good at his cost and to the satisfaction of the AGIHF, any damage to roads, paths, cross drainage works, or public or private property whatsoever caused due to the execution of the work or by traffic brought 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 AGIHF.</p>

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	<p>b) The contractor shall ensure that all the trucks or vehicles of any kind which are used for construction purposes/ or are carrying construction material like cement, sand and other allied materials are fully covered.</p> <p>c) The contractor shall ensure that the construction materials including transportation of earth are covered by tarpaulin</p>
24	<p>Security and Traffic Arrangements</p> <p>a) In the event of any restrictions being imposed by the Institute authorities/ 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 such accounts. The loss of time on these accounts, if any, shall have to be made up by augmenting additional resources whatever required.</p> <p>b) No payment shall be made for any damages caused by rain, snowfall, flood, earthquake or any other natural calamity, whatsoever during the execution of the work. The contractor shall be fully responsible for any damage to the govt. property and the work for which payment has been advanced to him under the contract and he shall make good the same at his risk and cost. The contractor shall be fully responsible for safety and security of his material, T&P/Machinery brought to the site by him.</p> <p>c) The contractor shall construct suitable godowns, yard at the site of work for storing all 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.</p> <p>d) The Contractor shall keep himself fully informed of all acts and laws of the Central & State AGIHF, all orders, decrees of statutory bodies, tribunals having any jurisdiction or authority, which in any manner may affect those engaged or employed and anything related to carrying out the work. All the rules & regulations and bye- laws laid down by local body and any other statutory bodies shall be adhered to, by the contractor, during the execution of work. The Contractor shall also adhere to all traffic restrictions notified by the local authorities. The Contractor shall arrange to give all notices as required by any statutory / regulatory authority and shall pay to such authority all the fees that is required to be paid for the execution of work. He shall protect and indemnify the AGIHF and its officials & employees against any claim and /or liability arising out of violations of any such laws, ordinances, orders, decrees, by himself or by his employees or his authorized representatives. Nothing extra shall be payable on these accounts.</p>

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	<p>e) For works below ground level the contractor shall keep that area free from water. If dewatering or bailing out of water is required, the contractor shall do the same at his own cost and nothing extra shall be paid.</p> <p>f) The Contractor shall make all necessary arrangements for protecting from rains, fog or likewise extreme weather conditions, the work already executed and for carrying out further work, during monsoon including providing and fixing temporary shelters, protections etc. Nothing extra shall be payable on this account and also no claims for hindrance shall be entertained on this account.</p> <p>g) In case of flooding of site on account of rain or any other cause and any consequent damage, whatsoever, no claim financially or otherwise shall be entertained notwithstanding any other provisions elsewhere in the contract agreement. Also, the Contractor shall make good, at his own cost, the damages caused, if any. Further, no claims for hindrance shall be entertained on this account.</p> <p>h) The contractor will take reasonable precautions to prevent his workman and employees from removing and damaging any flora (tree/plant/vegetation) from the project area.</p>
25	<p>Setting out</p> <p>a) The Contractor shall carry out survey of the work area, at his own cost, setting out the layout of buildings/ roads/ services in consultation with the AGIHF & proceed further. Any discrepancy between architectural drawings and actual layout at site shall be brought to the notice of the AGIHF. It shall be responsibility of the Contractor to ensure correct setting out of alignment. Total station survey instruments only shall be used for layout, fixing boundaries, and centre lines, etc., Nothing extra shall be payable on this account.</p> <p>b) The Contractor shall establish, maintain and assume responsibility for grades, lines, levels and benchmarks. He shall report any errors or inconsistencies regarding grades, lines, levels, dimensions etc. to the Engineer -in-Charge before commencing work. Commencement of work shall be regarded as the Contractor's acceptance of such grades, lines, levels, and dimensions and no claim shall be entertained at a later date for any errors found.</p> <p>c) If at any time, any error appears due to grades, lines, levels and benchmarks during the progress of the work, the Contractor shall, at his own expense rectify such error, if so required, to the satisfaction of the Engineer -in-Charge. Nothing extra shall be payable on this account.</p>

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	<p>d) The approval by the AGIHF, of the setting out by the Contractor, shall not relieve the Contractor of any of his responsibilities and obligation to rectify the errors/ defects, if any, which may be found at any stage during the progress of the work or after the completion of the work.</p> <p>e) The Contractor shall be entirely and exclusively responsible for the horizontal, vertical and other alignments, the level and correctness of every part of the work and shall rectify effectively any errors or imperfections therein. Such rectifications shall be carried out by the Contractor at his own cost to the entire satisfaction of the Engineer - in- Charge.</p> <p>f) The rates quoted by the Contractor are deemed to be inclusive of site clearance, setting out work (including marking of reference points, center lines of buildings), construction and maintenance of reference bench mark(s), taking spot levels, construction of all safety and protection devices, barriers, signage, labour safety, labour welfare and labour training measures, preparatory works, working during monsoon, working at all depths, height and location etc. and any other incidental works required to complete this work. Nothing extra shall be payable on this account.</p>
26	<p>The contractor should have own constructions equipment required for the proper and timely execution of the work. Nothing extra shall be paid on this account. No tools and plants including any special T&P etc. shall be supplied by the AGIHF and the Contractor shall have to make his own arrangements at his own cost. No claim of hindrance (or any other claim) shall be entertained on this account.</p>
27	<p>Wherever required for the execution of work, all the scaffolding at all height shall be provided and suitably fixed, by the Contractor. It shall be provided strictly with steel double scaffolding system, suitably braced for stability, with all the accessories, gangways, etc. with adjustable suitable working platforms to access the areas with ease for working and inspection. It shall be designed to take all incidental loads. It should cater to the safety features for workmen. Nothing extra shall be payable on this account. It shall be ensured that no damage is caused to any structure due to the scaffolding.</p>
28	<p>The Contractor shall do proper sequencing of the various activities by suitably staggering the activities within various pockets in the plot so as to achieve early completion. The agency to deploy adequate equipment, machinery and labour as required for the completion of the entire work within the stipulated period specified. Also ancillary facilities shall be provided by contractor commensurate with requirement to complete the entire work within the stipulated period. Nothing extra shall be payable on this account. Adequate number/sets of equipment in working condition,</p>

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	along with adequate stand-by arrangements, shall be deployed during entire construction period. It shall be ensured by the Contractor that all the equipment, Tools & Plants, machineries etc. provided by him are maintained in proper working conditions at all times during the progress of the work and till the completion of the work. Further, all the constructional tools, plants, equipment and machineries provided by the Contractor, on site of work or his workshop for this work, shall be exclusively used in the construction of this work and they shall not be shifted/ removed from site without the permission of the AGIHF.
29	The Contractor shall maintain all the work in good condition till the completion of entire work. The Contractor shall be responsible for and shall make good, all damages and repairs, rendered necessary due to fire, rain, traffic, floods or any other causes. The AGIHF shall not be responsible for any claims for injuries to person/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 representatives, in his employment during the execution of the work. The compensation, if any, shall be paid directly to the AGIHF / authority / persons concerned, by the Contractor at his own cost.
30	The Contractor shall take all precautions to abide by the environmental related restrictions imposed by any statutory body having jurisdiction in the area as well as prevent any pollution of streams, ravines, river bed and waterways. All waste or superfluous materials shall be transported by the Contractor, entirely to the satisfaction of the AGIHF and disposed at designated places only. No claim what so ever on account of site constraints mentioned above or any other site constraints, lack of public transport, inadequate availability of skilled, semi-skilled or unskilled workers in the near vicinity, non-availability of construction machinery spare parts and any other constraints not specifically stated here, shall be entertained from the Contractor. Therefore, the Tenderers are advised to visit site and get first-hand information of site constraints. Accordingly, they should quote their tenders. Nothing extra shall be payable on this account.
31	<p>The Contractor shall cooperate with and provide the facilities to the associate Contractors and other agencies working at site for smooth execution of the work. The contractor shall indemnify the AGIHF (IWD) against any claim(s) arising out of such disputes. The Contractor shall:</p> <ol style="list-style-type: none"> a) Allow use of scaffolding, toilets, sheds etc. b) Properly co-ordinate their work with the work of other Contractors. c) Provide control lines and benchmarks to his associate Contractors and the other Contractors. d) Provide electricity and water. e) Provide hoist and crane facilities for lifting material. f) Co- ordinate with other Contractors for leaving inserts, making chases, alignment of services etc. at site. g) Adjust work schedule and site activities in consultation with the AGIHF and other Contractors to suit the overall schedule completion.

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	h) Resolve the disputes with other Contractors/ associate contractors amicably and the AGIHF shall not be made intermediary or arbitrator.
32	The work should be planned in a systematic manner so as to ensure proper co-ordination of various disciplines viz. sanitary & water supply, drainage, rain water harvesting, electrical, firefighting & fire alarm system, information technology, communication & electronics and any other services.
33	All fossils, coins, articles of value of antiquity, structures and other remains or things of geological or archaeological interest discovered on project location during excavation/construction shall be the property of the AGIHF, and shall be dealt with as per provisions of the relevant legislation. The contractor will take reasonable precaution to prevent his work men or any other persons from removing and damaging any such article or thing. He will, immediately upon discovery thereof and before removal acquaint the AGIHF of such discovery and carry out the official instructions of AGIHF for dealing with the same, till then all work shall be carried out in a way so as not to disturb/damage such article or thing.
34	He shall protect and indemnify the AGIHF and its officials & employees against any claim and /or liability arising out of violations of any such laws, ordinances, orders, decrees, by himself or by his employees or his authorized representatives. Nothing extra shall be payable on these accounts.
35	The Contractor shall assume all liability, financial or otherwise in connection with this contract and shall protect and indemnify the AGIHF from any and all damages and claims that may arise on any account. The Contractor shall indemnify the AGIHF against all claims in respect of patent rights, royalties, design, trademarks- of name or other protected rights, damages to adjacent buildings, roads or members of public, in course of execution of work or any other reasons whatsoever, and shall himself defend all actions arising from such claims and shall indemnify the AGIHF in all respect from such actions, costs and expenses. Nothing extra shall be payable on this account.
36	<p>Supervision of work</p> <p>The Contractor shall depute Site Engineer & skilled workers as required for the work. He shall submit organization chart along with details of Engineers and supervisory staff. It shall be ensured that all decision making powers shall be available to the representatives of the Contractor at Kanpur itself to avoid any likely delays on this account. The Contractor shall also furnish list of persons for specialized works to be executed for various items of work.</p>

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	<p>The Contractor shall identify and deploy key persons having qualifications and experience in the similar and other major works, as per the field of their expertise. If during the course of execution of work, the AGIHF is of the opinion that the deployed staff is not sufficient or not well experienced, the Contractor shall deploy more staff or better experienced staff at site to complete the work with quality and in stipulated time limit.</p> <p>Principal Technical representative of the Contractor having minimum experience in similar nature of work as mentioned in the clause 32 of the General Conditions of the Contract, shall always be available at the site during the actual execution of the work.</p>
37	<p>Cleanliness of site</p> <p>a) The Contractor shall not stack building material/malba/muck on the land or road of the institute or on the land owned by the others, as the case may be. So the muck, rubbish etc. shall be removed periodically as directed by the AGIHF, from the site of work to the approved dumping grounds as per the local bye laws and regulations of the concerned authorities and all necessary permissions in this regard from the local bodies shall be obtained by the Contractor. Nothing extra shall be payable on this account. In case, the Contractor is found stacking the building material/malba as stated above, the Contractor shall be liable to pay the stacking charges/penalty as may be levied by the local body or any other authority and also to face penal action as per the rules, regulations and bye-laws of such body or authority. The Engineer -in-Charge shall be at liberty to recover, such sums due but not paid to the concerned authorities on the above accounts, from any sums due to the Contractor including amount of the Security Deposit and performance guarantee in respect of this contract agreement.</p> <p>b) The contractor shall take instructions from the AGIHF regarding collection and stacking of materials at any place. No excavated earth or building rubbish shall be stacked on areas where other buildings, roads, services and compound walls are to be constructed.</p> <p>c) The Contractor shall take all care to prevent any water- logging at site. The waste water, slush etc. shall not be allowed to be collected at site. For discharge into public drainage system, necessary permission shall be obtained from relevant authorities after paying the necessary charges, if any, directly to the authorities. The work shall be carried out in such a way that the area is kept clean and tidy. All the fees/charges in this regard shall be borne by the Contractor. Nothing extra shall be payable on this account.</p>
38	<p>Inspection of work</p> <p>AGIHF authorities,, Local authorities and other Govt. authorities shall be inspecting the on-going work at site at any time with or</p>

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	<p>without prior intimation. The contractor shall, therefore, keep updated the following requirements and detailing.</p> <ul style="list-style-type: none"> a) Display Board showing detail of work, weekly progress achieved with respect to targets, reason of shortfall, status of manpower, wages being paid for different categories of workers. b) Entrance and area surrounding to be kept cleaned. c) Display layout plan key plan, Building drawings including plans, elevations and sections. d) Upto date displays of Bar chart, CPM and PERT etc. e) Keep details of quantities executed, balance quantities, deviations, possible Extra item, substituted Item etc. f) Keep plastic / cloth mounted one sets of building drawings g) Set of Helmets and safety shoes for exclusive use for officers/dignitaries visiting at site.
39	<p>On completion of work, the contractor shall assist the Consultant of AGIHF to prepare "as built" drawings after completion of work. These drawings shall have the following information:</p> <ul style="list-style-type: none"> a) Route of all piping and their diameters including soil waste pipes & vertical stacks. b) Ground and invert levels of all drainage pipes together with locations of all manholes and connections upto outfall. c) Route of all water supply lines with diameters, location of control valves, access panels etc.
40	<p>Personal Safety Measures for Labour</p> <p>➤ General: Contractor shall provide the following items for safety of workers employed by contractor and associate agencies:</p> <ul style="list-style-type: none"> (i) Protective footwear / helmet and gloves to all workers employed for the work on mixing, cement, lime mortars, concrete etc. and openings in water pipeline/sewer line. (ii) Welder's protective eye-shields to workers who are engaged in welding works. (iii) Safety helmet and Safety harness/ belt Provide adequate sanitation/safety facilities for construction workers to ensure the health and safety of the workers during construction, with effective provisions for the basic facilities such as sanitation, drinking water and safety equipment's or machinery. (iv) All the workers should be wearing helmet and shoes all the time on site. (v) Masks and gloves should be worn whenever and wherever required. (vi) Adequate drinking water facility should be provided at site, adequate number of decentralized latrines and urinals to be provided for construction workers.

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	<p>(vii) Full time workers (if any with the approval of AGIHF) residing on site should be provided with clean and adequate temporary hutment.</p> <p>(viii) First aid facility should also be provided.</p> <p>(ix) Overhead lifting of heavy materials should be avoided. Barrow wheel and hand-lift boxes should be used to transport materials on site.</p> <p>(x) Tobacco and cigarette smoking should be prohibited on site.</p> <p>(xi) All dangerous parts of machinery are well guarded and all precautions for working on machinery are taken.</p> <p>(xii) Maintain hoists and lifts, lifting machines, chains, ropes and other lifting tackles in good condition. Provide safety net of adequate strength to arrest falling material down below.</p> <p>(xiii) Use of durable and reusable formwork systems to replace timber formwork and ensure that formwork where used is properly maintained.</p> <p>(xiv) Ensure that walking surfaces or boards at height are of sound construction and are provided with safety rails and belts. Provide protective equipment such as helmets.</p> <p>(xv) Provide measure to prevent fire. Fire extinguisher and buckets of sand to be provided in fire prone area and elsewhere.</p> <p>(xvi) Provide sufficient and suitable light for working during night.</p> <p>(xvii) Ensure that measures to protect workers from materials of construction, transportation, storage and other dangers and health hazards are taken.</p> <p>(xviii) Ensure that the construction firm/division/company have sound safety policies.</p> <p>(xix) Comply with the safety procedure, norms and guidelines (as applicable) as outlined in NBC 2005 (BIS 2005c). All workers shall be provided regular safety training by the designated safety officer of the contractor before allowing them to work at site.</p>

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	<p>(xx) Adopt additional best practices and prescribed norms as in NBC2005 (BIS2005).</p> <p>➤ Water Pollution:</p> <p>(i) The Contractor shall take all precautionary measures to prevent the wastewater during construction to accumulate anywhere.</p> <p>(ii) The wastewater arising from the project is to be disposed off in the manner that is acceptable to the Engineer –in-charge.</p> <p>➤ Air and Noise Pollution Contractor shall use dust screens and sprinkle water around the construction site to arrest spreading of dust in the air and surrounding areas.</p> <p>a. Contractor shall ensure that all vehicles, equipment and machinery used for construction are regularly maintained and confirm that emission levels comply with environmental emission standards/norms.</p> <p>b. For controlling the noise from Vehicles, Plants and Equipment, the Contractor shall confirm the following:</p> <p>(i) All vehicles and equipment used in construction will be fitted with exhaust silencers.</p> <p>(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.</p> <p>c. Noise emission from compactors (rollers) front loaders, concrete mixers, cranes (movable), vibrators and saws should be less than 75dB(A).</p> <p>d. As per the standards/guidelines for control of Noise Pollution from Stationary Diesel Generator (DG) sets, noise emission in dB(A) from DG Set (15-500 KVA) should be less than $94 + 10 \log 10$ (KVA). The standards also suggest construction of acoustic enclosure around the DG Set and provision of proper exhaust muffler with insertion loss of minimum 25 dB(A) as mandatory.</p>

<p>SCC Claus eNo</p>	<p>Clause Description</p>
	<p>➤ Construction Vehicles Equipment and Machinery</p> <ul style="list-style-type: none"> (i) All vehicles, equipment and machinery to be procured for construction shall conform to the relevant Bureau of India Standard (BIS) norms. (ii) Emission from the vehicles must conform to environmental norms. (iii) Dust produced from the vehicular movement and other site activities is to be mitigated by sprinkling of water. (iv) Noise limits for construction equipment's shall not exceed 75 dB(A), measured at one meter from the edge of the equipment in free area, as specified in the Environment Protection Act,1986, schedule VI part E, as amended on 9th May,1993. The maximum noise levels near the construction site should be limited to 65 dB (A) Leq (5 min) in project area. <p>➤ Construction Wastes Disposal</p> <ul style="list-style-type: none"> (i) The pre-identified dump locations will be a part of solid waste management plan to be prepared by the Contractor in consultation with AGIHF. (ii) Contractor shall get approved the location of disposal site prior to commencement of the excavation on any section of the project location. (iii) Contractor shall ensure that any spoils of material / construction waste will not be disposed off in any municipality solid waste collection bins. (iv) No construction waste shall be allowed to be thrown directly on the ground from the higher floors of the building. The required number of chutes shall have to be provided by the contractor for the disposal of construction waste. Nothing extra shall be paid on this account.

<p>SCC Claus eNo</p>	<p>Clause Description</p>
	<p>➤ Procurement of Construction Materials</p> <p>(i) All vehicles delivering construction materials to the site shall be covered to avoid spillage of materials and maintain cleanliness of the roads.</p> <p>(ii) Wheel Tyres of all vehicles used by the contractor, or any of his sub-contractor or materials suppliers shall be cleaned and washed clear of all dust/mud before leaving the project premises. This shall be done by routing the vehicles through tyre washing tracks.</p> <p>(iii) Contractor shall arrange for regular water sprinkling at least twice a day (i.e. morning and evening) for dust suppression of the construction sites and unpaved roads used by his construction vehicles.</p> <p>➤ Identify roads on-site that would be used for vehicular traffic. Update vehicular roads (if these are unpaved) by increasing the surface strength by improving particle size, shape and mineral type that make up the surface base. Add surface gravel to reduce source of dust emission. Limit amount of fine particles (smaller than 0.075mm) to 10 -20%. Limit vehicular speed on site 10km/h. Nothing extra will be payable for this.</p> <p>➤ All material storages should be adequately covered and contained so that they are not exposed to situations where winds on site could lead to dust/particulate emissions.</p> <p>➤ Ensure that water spraying is carried out by wetting the surface by spraying water on:</p> <ul style="list-style-type: none"> (i) Any dusty material. (ii) Areas where demolition work is carried out. (iii) Any unpaved main-haul road and. (iv) Areas where excavation or earth moving activities are to be carried out.

SCC Clause No	Clause Description
41	<p>NATIONAL GREEN TRIBUNAL BUILDING</p> <p>(i) The contractor shall not store/dump construction material or debris on metalled road.</p> <p>(ii) The contractor shall get prior approval from AGIHF for the area where the construction material or debris can be stored beyond the metal road. This area shall not cause any obstruction to the free flow of traffic/ inconvenience to the pedestrians. It should be ensured by the contractor that no accidents occur on account of such permissible storage.</p>

SCC Clause No	Clause Description
	<p>(iii) The contractor shall ensure that all the trucks or vehicles of any kind which are used for construction purpose/or are carrying construction material like cement, sand and other rallied material are fully covered. The contractor shall take every necessary precautions that the vehicles are properly cleaned and dust free to ensure that enroute their destination, the dust, sand or any other particles are not released in air/contaminate air.</p> <p>(iv) The contractor shall provide mask to every worker working on the construction site and involved in loading, unloading and carriage of construction material and construction debris to prevent inhalation of dust particles.</p> <p>(v) The contractor shall 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 emission.</p> <p>(vi) The contractor shall ensure that C&D waste is transported to the C&D Waste site only and due record shall be maintained by the contractor.</p> <p>(vii) The contractor shall compulsory use of wet jet in grinding and stone cutting.</p> <p>(viii) The contractor shall comply all the preventive and protetive environmental steps as stated in the MoEF latest guidelines,</p> <p>(ix) The contractor shall carry out on-Road-Inspection for black smoke generating machinery.</p> <p>(x) The contractor shall use cleaner fuel.</p> <p>(xi) The contractor shall ensure that all DG sets comply emission norms notified by MoEF.</p> <p>(xii) The contractor shall use vehicles having pollution under control certificate. The emissions can be reduced by a lagre extent by reducing the speed of a vehicle to 20 kmph. Speed bumps shall be used to ensure speed reduction. In cases where speed reduction cannot effectively reduce fugitive, the contractor shall divert traffic to nearby paved areas.</p> <p>(xiii) The contractor shall ensure that the construction material is covered by tarpaulin. The contractor shall take all other precaution to ensure that no dust particles are permitted to pollute air quality as a result of such storage.</p> <p>(xiv) The paving of the path for plying of vehicles carrying construction material is more permanent solution to dust control and suitable for longer duration projects.</p> <p>(xv) The natural drainage system should be maintained by the contractor at his own cost. Local Bye-law/ provisions on Rain Water Harvesting should be followed.</p>
42	<p>Project Monitoring</p>
	<p>Documentation of work: Agency shall make documentation in regard to the various stages of progress of work. Nothing shall be paid on this account to the contractor. The scope includes: -</p> <p>(i) Colour photography of the work at every three-month interval or lesser interval as per direction of AGIHF and at the completion of work covering the entire work upto that stage and supplying the same in soft copy with storage instrument of required capacity as per direction of AGIHF.</p> <p>(ii) Videography of the execution of work every six months or lesser interval and at completion of work i/c preparation of documentary with voice over showing the progress of work as directed by AGIHF.</p> <p>(iii) Each photograph/video shall be suitably captioned and dated.</p>

	<p>The photographs/video and materials including soft copy shall form a part of the records of IWD and the prints cannot be supplied to anybody else or published without the written permission of AGIHF. All documents i/c photograph/video and other documents in hard copy shall be submitted by the agency to the AGIHF on quarterly basis for record purpose.</p>
43	<p>Third Party Quality Assurance (TPQA) In order to achieve a high standard of quality, AGIHF may require to go for Third Party Quality Assurance. For this purpose, a separate agency shall be appointed by the AGIHF who will carry out independent testing of materials and checking and ensuring overall quality procedures. The contractor shall be required to fully cooperate with agency and facilitate them in taking samples, transportation and examination of various activities including documentation at no extra time and cost. In case of any adverse findings by the agency, the contractor shall do the needful rectifications at no extra time and cost. The Engineer-in-charge shall have liberty for getting quality assurance work done through agencies like IITs/ NITs/ IIITs/ Govt. Engineering College.</p> <p>The Contractor shall allow access to Third Party Quality Assurance (TPQA) engaged by Engineer-in-charge to have a control on quality and methodology of execution. At least 10% Samples of materials for testing including Cement Concrete Cubes shall be taken jointly by Contractor and TPQA / Engineer-in-charge or his authorized representative. TPQA agency shall conduct independently at least 10% of the total tests as required as per mandatory tests /contract specifications/ BIS/ IRC /MORTH requirements. All the arrangements required for sampling, transporting and getting them tested including testing charges shall be borne by the Contractor for which nothing extra shall be payable. The Contractor shall extend full cooperation to Third Party Quality Assurance Agencies engaged by the department for the Project during their field visits for arranging the necessary quality assurance tests for materials and the construction works. Engagement of TPQA shall be at the discretion of AGIHF.</p>
44	<p>Project Management-Building Information Modelling (BIM) The 3D Architectural Models of the project will be prepared on any BIM applications with minimum LOD 350 and IFC format of the same shall be made available for interoperability of building information to all stake holders of the project. The 3D Architectural BIM Model Information(s) shall be used for structural, MEP services and horticulture design. The comprehensive BIM model with minimum LOD 350 of project shall have all the architectural, structural, horticulture and MEP services elements. All the BIM Models shall be uploaded on AGIHF portal by the contractor and shared with the collaboration portal. Project or work shall be executed using 2D drawings generated from BIM Model. Nothing Extra shall be payable on this account.</p>
45	<p>Schedule of Stage payment (Part-E) shall be part of SCC and same shall be uploaded on website portal on 05th June, 2024.</p>
46	<p>Change in Client Requirements</p> <p>If any modification in Civil/Structural design/ drawing is needed as per site conditions and/or change in Architectural Design and/or change in client's requirement, the agency shall do/ redo the same without any extra cost as well as suggest solutions to the problems coming across during actual execution. The decision of the AGIHF shall be final and binding. No claim whatsoever will be entertained in this regard.</p>

Note:

- 1. The building will be constructed as per GRIHA -3 norms.**

2. The responsibility of Procurement, Construction, Safety & quality

lies with the contractor. Contractor shall be fully responsible for the execution.

3. AGIHF shall bear no responsibility for the lack of such knowledge and also the consequences thereof to the contractor. The AGIHF in no case shall be held responsible for the accuracy thereof or/and deductions, interpretations or conclusions drawn there from by the contractor and no claim shall be entertained whatsoever on this account; if the site conditions/information is different or otherwise incorrect. It will be presumed that the contractor has satisfied himself for all possible contingencies, situations, bottlenecks and acts of coordination which may be required between the different associate agencies by the main contractor.