



IUCAA

Tender for

**Internal Electrification work of New TLC Building at  
IUCAA, Pune**

at

Inter-University Centre for Astronomy and Astrophysics

Post Bag -4, Ganeshkhind, Savitribai Phule Pune University Campus,  
Pune 411 007.

**Technical Bid**

## Technical Bid

# Internal Electrification work of New TLC Building at

Inter-University Centre for Astronomy and Astrophysics (IUCAA)  
Post Bag 4, Ganeshkhind, Savitribai Phule Pune University Campus,  
Pune 411 007, India

**Name of Work** : Internal Electrification work of New TLC Building  
at IUCAA, Pune

A. Name of Vendor / Firm / Company \_\_\_\_\_  
\_\_\_\_\_  
Postal Address \_\_\_\_\_  
\_\_\_\_\_  
Telephone Off. \_\_\_\_\_  
Telex / Fax \_\_\_\_\_  
Email ID \_\_\_\_\_

**Signature & Seal of Bidder**

# Internal Electrification work of New TLC Building at IUCAA, Pune

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## **Copy of Newspaper Advertisement**

### **Internal Electrification work of New TLC Building at IUCAA, Pune**

The Director, Inter-University Centre for Astronomy & Astrophysics, Savitribai Phule Pune University Campus, Ganeshkhind, Pune – 411007, invites sealed technical & financial bids for "**Internal Electrification work of New TLC Building at IUCAA, Pune**", from reputed OEM or through single Authorised Partner.

Tender documents can be obtained from our cash office between 11:30 hrs and 15:30 hrs from **12/03/2019 to 14/03/2019** on payment of **Rs.500/- (Rs. Five Hundred Only)** as non-refundable tender cost by Cash/DD/NEFT/RTGS favouring "IUCAA" or can be downloaded from official website (<http://www.iucaa.in/tenders>). The Bank details of IUCAA are provided in tender documents.

The tender along with the EMD for **Rs.40,000/- (Rs. Forty Thousand Only)** should be submitted with the technical bid to **The Administrative Officer (Purchase)** up to **15:00 hrs.** on **02/04/2019**, and the technical bids will be opened at **15:30 hrs.** on the same day in the presence of the vendors. Please check our website for updates related to tenders.

IUCAA reserves the right to reject any or all of the tenders without assigning any reasons.

## **SECTION – I**

### **TENDER NOTICE**

Inter-University Centre for Astronomy and Astrophysics (IUCAA), Post Bag 4, Ganeshkhind, Savitribai Phule Pune University Campus, Pune 411 007, invites sealed tenders in two-bid system, i.e., “Technical Bid” and “Financial Bid” from OEM or through single authorised partner for “Special Purpose Storage for LIGO-India at IUCAA”

Date of sale of tender enquiry documents in cash	: From 12/03/2019 to 14/03/2019 during 1130 hrs to 1530 hrs.
Place of sale of tender enquiry documents	: Cashier’s office, IUCAA
Tender fees	: Rs. 500/- (Five Hundred Only)
Submission of questionnaire for Pre-Bid Meeting	: 20/03/2019 up to 1700 hrs
Pre-Bid Meeting	: 22/03/2019 at 1500 hrs.
Closing date & time for receipt of tender	: 02/04/2019 at 1500 hrs.
Tender opening date & time	: 02/04/2019 at 1530 hrs.
Place of tender opening	: IUCAA’s office
Earnest Money Deposit (EMD)	: Rs.40,000/- (Rs. Forty Thousand Only)

- 1) Bidders shall ensure that their tenders, complete in all respects, are dropped in the tender box located at the address given above on or before the closing date and time indicated as above, failing which the tenders will be treated as late and rejected.
- 2) EMD should be attached along with the technical bid only. In case EMD is paid through NEFT/RTGS. A photo copy of transaction ID or UTR no. must be provided. The Demand draft for EMD should be drawn on **Nationalized bank** only in favour of “IUCAA” payable at Pune. Demand draft from other banks will not be accepted and the tender will be summarily rejected. Tender fees and EMD will be waived in case of firms registered under National Small Industries Corporation (NSIC).
- 3) In the event of any of the above mentioned dates being declared as a holiday / closed day for IUCAA, the tenders will be sold/received/opened on the next working day at the appointed time.
- 4) Tender fees should be attached along with the technical bid only. In case tender document is downloaded from our official website, tender fees can be submitted along with the technical bid by way of DD drawn on Nationalized Bank only/NEFT/RTGS (photo copy of transaction ID or UTR no. must be provided)
- 5) The tender enquiry documents are not transferable. Tender document without EMD & Tender fees shall be summarily rejected. **Envelope- 1 (Technical Bid) consists of: All documents mentioned in the Technical Bid form along with Tender Fees & Earnest Money Deposit** the said envelope shall be sealed and marked as “**Technical Bid**”. **Envelope-2 (Financial Bid) consists of: The prices and all Commercial Terms and Conditions.** The said envelope shall be sealed and marked as “**Financial Bid**”. In case of

any correction / addition / alteration / omission in original tender document shall be treated as non - responsive and shall be summarily rejected.

- 6) The Administrative Officer (Purchase), IUCAA, Pune - 411007 on behalf of IUCAA reserves the right to postpone the date of opening of tender without assigning any reason.
- 7) Tender in which any of the prescribed condition (s) is not fulfilled or any condition including that of conditional rebate is put forth by the bidders, shall be summarily rejected. However, the tenders with unconditional rebate will be acceptable.
- 8) Tenders shall neither be issued nor accepted by post/courier/email.
- 9) IUCAA reserves the right to reject any or all of the tenders without assigning any reasons.

Administrative Officer (Purchase)  
Inter-University Centre for Astronomy and Astrophysics,  
Post Bag 4, Ganeshkhind, Pune 411 007  
Tel. (020) 25604100 / 25691414  
Fax (020) 25604699

**SECTION - II**  
**Technical Bid Form**  
**Internal Electrification work of New TLC Building**  
**at IUCAA, Pune**

01	Name & address of the Bidder (Company details)	
02	Nature of Business & Establishment Year	
03	Electrical Contractor's License No. and Validity Period/Date	
04	Contractor 'A' Class PWD Registration No. & Validity Period/Date	
05	<b>Contact Person :</b> Name : Designation : Mobile : E-mail :	
06	<b>Telephone Nos.</b> Mobile no.:                      Fax No :                      E-Mail :	
07	<b>Copy of Shop Act License / Company registration</b>	
08	<b>Organizational Capability (Staff Strength)</b> <i>i. Project Managers</i> <i>ii. Supervisors (PWD License Holder for LT &amp; HT)</i> <i>iii. Safety Engineers</i> <i>iv. Quality Engineers</i> <i>v. Technicians (PWD License Holder for LT Work)</i>	Name      Qualification      Experience
09	<b>Proposed Team for this Project</b> <i>i. Project Managers</i> <i>ii. Supervisors</i> <i>iii. Safety Engineers</i> <i>iv. Quantity Surveyors/Billing Engineer</i> <i>v. Quality Engineers</i> <i>(Provide similar details of all sub-contractors proposed to be used on project)</i>	
10	<b>Financial Capacity over last 3 years (Turnover &amp; Profit)</b> <i>Financial year 2015-16</i> <i>Financial year 2016-17</i> <i>Financial year 2017-18</i>	
11 a	<b>Provide following details of Five major/best jobs completed of similar nature (Rs. 15 Lacs &amp; above)</b> (You may be required to arrange for inspections of at least two such projects). <i>Name of the project</i> <i>Consultant.</i> <i>Completion year</i> <i>Work Size</i> <i>Value</i> <i>Scope of Work</i>	

	<i>Project proposed for inspection Client contact details ( Name with tele /fax and e-mail)</i>	
b	<i>Name of the project Consultant. Completion year Work Size Value Scope of Work Project proposed for inspection Client contact details ( Name with tele /fax and e-mail)</i>	
c	<i>Name of the project Consultant. Completion year Work Size Value Scope of Work Project proposed for inspection Client contact details ( Name with tele /fax and e-mail)</i>	
d	<i>Name of the project Consultant. Completion year Work Size Value Scope of Work Project proposed for inspection Client contact details ( Name with tele /fax and e-mail)</i>	
e	<i>Name of the project Consultant. Completion year Work Size Value Scope of Work Project proposed for inspection Client contact details ( Name with tele /fax and e-mail)</i>	
12	<b>Work in hand (provide details in following format - Attach additional sheets if required)</b> <i>Name of the project Consultant %age completed/status Completion time Size (sq.ft.) Value of Work Name of the project Consultant %age completed/status Completion time Size (sq.ft.) Value of Work</i>	
13	Infrastructure/ Equipment/ Machinery details:	
14	<b>Insurance Cover.</b> (Provide details of cover availed.)	



15	<b>PF/ESI details: -</b> <i>Reg. No. PF</i> <i>Reg. No. ESI</i> <i>Reg. No. WCT.</i>	
16	Copy of GST to be enclosed	
17	Copy of PAN to be enclosed	
18	Address of Pune office	
19	Quality Assurance (Provide details of methodology adopted)	
20	A brief enlistment of Architects/ Consultants with whom your organization has worked.	
21	Major suppliers on previous projects.	
22	Major suppliers proposed for this project.	
23	List any arbitration cases/ legal disputes on Current/ previous projects - Mention name of project, reason for dispute, party filing the suit and current status)	
24	Is the company ISO Certified?	
25	List any awards, recognitions on previously executed projects	
26	<b>Any other documentation relevant to tender</b> (Contractors can modify the tables to create additional space for information if required)	
27	Prepared and Submitted by	
<p><b>Notes</b> - 1) The Inter University Centre for Astronomy &amp; Astrophysics, Pune reserves the right to accept or reject any or all quotations without assigning any reasons.</p> <p>2) The offers from OEM or their authorised dealers only will be considered. The offers received from unauthorised dealers / firms will not be considered.</p> <p>3) Every statement made in the pre-qualification format should be supported by documentary proof for consideration. Otherwise the tender is liable to be rejected.</p> <p>4) Please support Work in hand and completed work information with copy of the Purchase/ Work order from the client.</p> <p>5) The agency must have a sales &amp; service centre at Pune for providing effective and efficient services.</p> <p>6) Please note that our IGO, Girawali site is 100 Kms away from Pune and it is on hilltop of 1000 mtrs above sea level.</p>		

## APPENDIX TO FORM OF TENDER

### SUMMARY OF COMMERCIAL TERMS:

(Please refer Conditions of Contract for detailed explanation of Commercial Terms)

Sr. No.	ITEM	DETAIL
1	Earnest Money Deposit	<b>Rs. 40,000/-</b> (Rs. Forty Thousand only) in the form of Demand draft drawn on Nationalised Bank in favour of Inter-University Centre For Astronomy and Astrophysics payable at Pune in a separate sealed envelope.
2	Mobilisation Advance	NIL
3	Security Deposit	Within 15 days from the date of award of Contract/Work Order /Letter of Intent, the vendor shall submit a Security Deposit for 5% amount of the contract value. The EMD amount will be adjusted against security deposit and balance amount has to be deposited separately.
4	Retention money against total works	The Retention Money will be held @ 5% of the final bill value. Security Deposit will be converted to Retention amount and it will be released only after completion of defect liability period of one year.
5	Advance against Materials brought to site	Employer may pay only 50 % secured advance against approved materials brought at site by contractor. <ul style="list-style-type: none"><li>• For point wiring, the break up for payment purpose shall be as follows:<ol style="list-style-type: none"><li>1. Conducting – 25%</li><li>2. Wiring – 25%</li><li>3. Switches – 25%</li></ol></li></ul>
6	Time of Completion	<b>Ten months</b> from the 7 <sup>th</sup> (Seventh) day after the date of issue of letter of award of work
7	Compensation for Delay / Liquidated Damages	0.5% of the Contract value per week and part thereof Delay subject to a maximum of 5% of Contract value.
8	Maintenance/ Defect Liability Period for total Works	12 Months from the date of Completion of all Works and acceptance by IUCAA.
9	Interim Bills Periodicity	Maximum once a month
10	Time within which payment of Interim Running bill to be made after Project Manager's Certification	Project Manager's certification within 14 days of receiving the correct Interim invoice. Payment by Owner within 14 days of the issue of certificate for payment by the Project Manager.

Sr. No.	ITEM	DETAIL
11	Time within which payment of Final bill to be made after Project Manager's Certification	Project Manager's certification within 30 days of receiving the correct Interim invoice. Payment by Owner within 45 days of the issue of certificate for payment by the Project Manager.
12	Minimum Amount of Third Party Insurance (CAR Insurance Policy)	Bodily injury and Property damage not less than Rs. 1,00,000/- (Rs. One Lakh only) in each accident at each job site and not less than Rs. 5,00,000/- (Rs. Five Lakh only) for all accidents at all job sites as per prevailing Laws.
13	Workman's Compensation Insurance	As per prevailing Laws Contractor must have policy against this law.
14	ESI, PF & other regulatory rules & laws.	Contractor to cover his workers & staff under ESI, & PF scheme and comply with local laws & statutes dealing with employment of persons necessary reports to be submitted.
15	Workers accommodation	Contractor to make his own arrangements for accommodation of his workers & staff including site office, godown, storage yard, etc. outside site i.e. not with Owners premises.
16	All Inclusive Rates	Rates to be inclusive of all taxes & duties including. octroi, works contract/ turn over tax, etc. till the completion of work. Only GST exclude
17	Venue of Arbitration and Arbitrator	Pune. Sole Arbitrator i.e. The Director, Inter-University Centre For Astronomy and Astrophysics, Pune.
18	Jurisdiction of Courts	Pune.

## **SECTION - III**

### **General Conditions of Contract**

#### **DEFINITIONS:**

In the Contract (as herein after defined) the following words and expressions shall have meanings here by assigned to them, except where the context otherwise requires: (In alphabetical order)

- 1.1 Approved/Approval: Approved/Approval shall mean approved/approval in writing
- 1.2 Approved Equal: Approved Equal shall mean an alternative product or service approved by the Project consultant being equivalent to that specified in the Contract Documents with prior approval of the Owner.
- 1.3 Construction Programme: ‘Construction Programme’ shall mean the programme to be furnished by the Contractor along with the Tender as prescribed in Notice Inviting Tender.
- 1.4 Contract: The Contract shall mean the agreement between the Owner and the Contractor for the proper execution and successful completion of the Work in accordance with the Contract Documents and further documents as may be expressly incorporated in the letter of intent/ acceptance.
- 1.5 Contractor: The Contractor shall mean the person or persons, firm, company or consortium whose tender has been accepted by the Owner and includes the Contractor's legal representatives, successors and persons assigned with prior approval of the Owner.
- 1.6 Contractor’s Representative: The Contractor’s Representative shall mean the person or party duly appointed by the Contractor, act for and on its behalf on a day-to-day basis during the construction of the Work and the Project. Any action to be taken by the Contractor may be taken on the Contractor’s behalf by the Contractor’s Representative. The Contractor’s Representative shall be considered a “key person” for purposes of the General Terms of Contract. The Contractor shall provide an authority letter designating the Contractor’s Representative for the project.
- 1.7 Contract Documents: The Contract Documents shall collectively mean the documents to be listed in the Contract between the Owner and the Contractor and all modifications thereof and additions thereto incorporated in and made to any of those documents during the term of the Contract.
- 1.8 Contract Price: Shall mean the total of price referred to in the Contract Documents for the Contractor’s performance of the Work. The prices mentioned in the order are firm and not subject to any escalation for any reason whatsoever unless specifically agreed by us. The charges for delivery at site and installation complete and the freight, insurance, loading, unloading, packaging and all other applicable charges involved in delivery of finished and installed product at site is included in the rates and the same shall be the responsibility of the Contractor. The total cost mentioned above shall cover cost of all equipment/ material, labour, wastage, transport of equipment/ materials to site, profit, custom clearance (if applicable), transit insurance (if applicable), installation, testing, commissioning and all incidentals complete. The bidder should quote their prices inclusive of all Taxes & levies. No extra claim for taxes will be entertained. The total cost is also inclusive of any shop drawings preparation (till the same are approved by consultants), engineering and site visits during the execution. The Contract is neither a fixed lump sum contract nor a piece work contract, but is an item rate contract to carry out the Work

according to the actual measured quantities at the rates contained in the schedule of rates and probable quantities as provided in the Priced Bill of Quantities with Detailed Specifications. Item rates quoted in the bid proposal will be firm until the end of the contract. The Contract Price shall not exceed the amount as indicated in the Letter of Intent/Purchase Order. Amounts in excess of this number, not approved in advance by the Owner's Representative shall be at the Contractor's expense. The Contractor has to closely monitor the quantities and cost and obtain an Approval from the Owner/Project Consultant well in advance for any change outside the scope of the Work which would cause the cost of the Work to exceed the Contract Price as indicated in the Letter of Intent. No escalation in prices shall be allowed for any reason whatsoever during the period of the project.

- 1.9 Consultant: Shall mean any person or agency duly appointed by the Owner. Project consultants to act as 'CONSULTANT' to render consultancy services in any area/field of activity connected with and arising out of the Contract under a separate agreement setting out the consultant(s) responsibilities and terms.
- 1.10 Defect (S) Liability Period: Defect(s) Liability Period shall be 12 months after Virtual Completion and any period extended as a result of rectification of the Work/change orders, between the Virtual Completion and the Final Completion of the Work, and during which period the Contractor shall be bound to replace and/or rectify and make good all defective materials, equipment and/or workmanship which arise in the Works or come to notice subsequent to the Virtual Completion of the Works and prior to the Final Completion of the Works without requiring the Owner to bear any additional charges what so ever.
- 1.11 Drawings: 'Drawings' means all drawings, details and sketches along with the technical information therein, furnished by the Project consultant/ Consultant to the Contractor under the Contract and any modifications of such drawings or such other drawings as may be from time to time be furnished or approved in writing by IUCAA. All shop drawings, samples, patterns, models, operation and maintenance manuals, Product data and other technical information of a like nature submitted by the Contractor shall also be referred to as 'Drawings'.
- 1.12 Final Completion: Final Completion will be deemed to have been achieved when at the end of the Defects Liability Period, all snags identified by the Project consultant have been remedied to the satisfaction of IUCAA, a Final Completion Certificate has been issued by the Project consultant when all the requirements of the Contract have been met and complied with and when all the defective items of Work and defects have been replaced and/or rectified and made good as directed by and to the satisfaction of the Owner.
- 1.13 Force Majeure: Force Majeure are risks due to riots (other than those among Contractor's or its subcontractor's/ supplier's employees) and civil commotion (in so far as both these are uninsurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, act of terrorism insurrection, military or usurped power, an act of Government, an act of God, such as lightening, earth quake, unprecedented floods, tornado, and damage from aircraft etc.
- 1.14 Headings: The headings in these General Conditions of Contract shall not be deemed to be part thereof or to be taken into consideration in the interpretation or construction thereof or of the Contract.
- 1.15 Letter of Intent: 'Letter of Intent' shall mean the document issued to the successful tenderer by the Owner signifying the Owner's in-principle intent to enter into the Contract

- 1.16 Measurement Books: The “measurement books” shall mean the books maintained during the currency of the project to record all measurements qualifying for payment. The contractor shall maintain measurement books of all work done by them. The contractor shall get the measurement books verified by IUCAA authorities.
- 1.17 Nominated Sub Contractor: "Nominated Sub-Contractor" refers to those specialists, tradesmen and others, whose credentials as well as quotations are evaluated and approved by the Owner and then nominated for executing special works or supplying special equipment or materials, for which provisional sums are included in the Contracts. Such agencies shall be deemed to have been employed by the Contractor.
- 1.18 Owner: The Owner shall mean “IUCAA”, and the term Owner includes successors, assigns and affiliates.
- 1.19 Owner’s Representative: Owner’s Representative shall mean an employee/consultant of the Owner duly authorized to represent the Owner at site.
- 1.20 Project: Project shall mean the total execution of the Work performed under this Contract for the “Internal Electrification Work of New TLC Building at IUCAA, Pune”.
- 1.21 Public Holiday: ‘Public Holiday’ shall mean any day, which is declared as a public holiday by the Government of India or the State Government.
- 1.22 Project Coordination Services: ‘Project Coordination Services’ refers to those services, which need to be carried out by the Contractor in coordinating its work with the other agencies working at the Site as per instructions of the Owner / Project consultant. Such services shall be at no extra cost to the Owner and must be to the full satisfaction of IUCAA / Project consultant.
- 1.23 Project Consultant: The ‘Project Consultant’ mean any person /agency appointed by IUCAA as a project consultant. The Project consultant shall be authorized to represent and act on behalf of the Owner on a day-to-day basis during all stages of the Project. All communications, approvals and decisions to be taken in connection with the Project consultant’s services shall be channeled through IUCAA.
- 1.24 Provisional Sum: Provisional sum shall mean a lump sum included in the tender documents representing the estimated value of the Works for which details are not available at the time of issue of tender. For example: Housekeeping, provision of site office etc.
- 1.25 Records and Audits: ‘Records and Audits’ shall mean the books and records required to be maintained by the Contractor in such manner, so as to enable the Owner/ Project consultant to carry out effective financial control.
- 1.26 References and Cross-References to Clause and Sub-Clause Numbers: Unless specifically stated otherwise, all references and cross-references made to clause and sub-clause numbers in these General Conditions of Contract refer to the clauses and sub-clauses of the General Conditions of Contract itself.
- 1.27 Schedule of Rates: ‘Schedule of Rates’ shall refer to the rates forming the basis for the Contract Price, as provided in a schedule to the Contract

- 1.28 Singular and Plural: Words in the singular also include the plural and vice versa where the context requires.
- 1.29 Site: The Site shall mean the location “**Internal Electrification work of New TLC Building at IUCAA, Pune University Campus, Ganeshkhind, Pune - 411007**”.
- 1.30 Specifications: "Specifications" means the technical specifications for the Work included in the Project consultant's Drawings and the Electrical/ Civil/ MEP/ Other Works Technical Specifications, and any modification thereof or addition thereto.
- 1.31 Sub-Contractors: “Sub-Contractors” shall mean the persons, firms, companies or agencies who after approval of the Owner/ Owner's Representative/ Project consultant, have entered into a direct Contract with the Contractor in respect of any part of the Work and any later package of the Project, and include the Sub-Contractors' legal representatives, successors and permitted assignee. The Contractor shall have full responsibility for the actions and work of any Sub-contractor whether contracted by the Contractor to perform portions of the Work or any later.
- 1.32 Tender: “Tender” shall mean the Contractor's priced offer for execution and completion of Work and remedying any defects arising therein, in strict accordance with the Contract Documents as issued with the Tender and as per the agreement signed by the Contractor thereafter.
- 1.33 Tender Documents: “Tender Documents” shall mean the Contractor's Proforma of Bank Guarantee for Performance Bond, the Proforma of Bank Guaranty against Mobilization Advance, the proforma of Bank Guaranty against Retention Money and Notice Inviting Tender, General Conditions Of Contract, Special Conditions Of Contract, Works Technical Specifications, Bill Of Quantities With Detailed Specifications, Environmental, Health & Safety (EHS) Plan, Preliminary Project Construction Schedule, Drawing – Site Location, Drawings Of Project consultant & M&E Services Works and any other related documents.
- 1.34 Temporary Works: Temporary works mean all temporary works of every kind required for the execution of the Work by the Contractor.
- 1.35 Terms “and”, “or”, “and/or”: The terms “and”, “or”, “and/or” used in context with the description or enumeration of two or more items or components of work of documentation or anything similar shall mean as is relevant and applicable to the text.
- 1.36 Tests on completion: Tests on completion shall mean all the system testing required to be done by the Contractor, to the entire satisfaction of Project Consultant, Owner and Owner's representative, prior to Handing over the Site.
- 1.37 Vendors: “Vendors” shall mean and include all suppliers, contractors, sub-contractors, nominated sub-contractors engaged for the Project.
- 1.38 Virtual Completion: Virtual completion will be deemed to have been achieved upon a Virtual Completion Certificate being issued by the Project Consultant, when the Work, according to IUCAA and Project consultant, has been completed in every respect in conformity with the Contract Documents and are ready and fit for the intended purpose, complete with all systems and services having been tested and commissioned.
- 1.39 Written Notice: Written Notice shall be deemed to have been duly served if delivered in person to the authorized representative of the firm / company for whom it is intended, or if hand delivered

at and a written delivery receipt obtained from such person or if sent through e-mail when confirmed through electronic mail (e-mail) as received by such person. In case where written notice is sent by fax or courier service or speed post with acknowledgement to the last business address known to the party who gives the notice it shall be deemed to have duly served when it is actually served upon the other party.

- 1.40 Works: “Works” shall mean and include all materials, plant and machinery, equipment and labour necessary to execute the Project in full compliance with the requirements of the Contract Document.
- 1.41 Working day: A working day is defined as any day between Monday and Saturday, both inclusive, and excluding any Public Holiday as notified by the Government of India/State Government.

## **2.0 SCOPE, EXTENT, INTENT AND OTHERS**

- 2.1 Scope: The general character and the scope of the Work shall be as illustrated and defined in the Drawings, Specifications, Schedule of Rates, BOQ and other Contract Documents.
- 2.2 Extent: The Contractor shall carry out and complete the Work under the Contract in every respect, and work shall include the supply of all labour, equipment, materials, plant and machinery, tools, transportation, form work, scaffolding and all things necessary for the proper execution and successful completion of the Work in accordance with the Contract Documents to the directions and satisfaction of IUCAA / Project consultant. The Contractor shall be fully responsible and liable for all matters in connection with or arising out of or being a result or consequence of its carrying out or omitting to carry out any part of the Work. Where any parts of the Work may be executed by or through Sub-Contractors, such responsibility and liability of the Contractor shall cover and extend to the work of all such Sub-Contractors.
- 2.3 Intent: The Contract Documents shall be binding on the Contractor/ Contractor’s Representatives/ Sub-Contractors as the case may be. Wherever it is mentioned in the Contract Documents that the Contractor shall perform certain work or provide certain facilities and services, it is understood that the Contractor shall do so at its own cost. Materials or work described in the Contract Documents which have a well known technical or trade meaning, shall be held to refer to such recognised standards as are applicable to them.
- 2.4 Instructions of Estate Manager: The Project consultant may from time to time, through the Estate Manager, issue further supplementary Drawings, written instructions, details, directions, and explanations, which shall be collectively referred to as the ‘Instructions of IUCAA authorities. The Contractor shall forthwith comply with and duly execute the work comprised in such Instructions of IUCAA authorities, provided always that verbal instructions, directions and explanations given to the Contractor or Contractor’s Representative by the Project consultant or IUCAA authorities shall, if involving a variation, be confirmed in writing immediately thereafter by IUCAA.
- 2.5 Approval of Estate Manager: Approval of the Estate Manager shall always mean approval in writing. The onus shall be on the Contractor to obtain all the necessary approvals in writing. Such approvals, however, shall not relieve the Contractor of any of its responsibilities under the Contract.



- 2.6 Increases/Decreases to scope of Work: The Owner reserves the right to increase or decrease the scope of the Work on any or all items or to change the nature of the Work involved in any or all items or to completely delete any items of the Work under the Contract. The Contractor shall not be entitled to claim for loss of anticipated profits, for mobilization of additional resources, or for any other such reason on account of these change orders. In the event that the Owner elects in writing to add an item to scope of the project or to delete an item from its scope, the Owner shall be entitled to increase/ reduce (as the case may be) an appropriate amount from the Contract Price.
- 2.7 Items of work for completion: The Contractor is bound to carry out any items of Work necessary for proper execution and completion of the Work even though such items of work may not be expressly being described in the Contract Documents.
- 2.8 Access for Owner, Project consultant: The Owner, Owner's Representative, the Project consultant, and their respective consultants shall at all times have access to the Work and the Site and to the workshops or other places of the Contractor where the Work is to be so executed and in workshops or other places of Sub-Contractors and suppliers. The Contractor shall by a term in its Sub-Contracts so far as possible, secure a similar right of access to those workshops or places for the Owner, Owner's Representative, Project consultant, and their respective consultants and shall do everything for the purposes of carrying out inspections to ascertain and ensure that Work is being carried out in conformity with the Contract Documents or for any other purpose in connection with the Work under the Contract.
- 2.9 **PROJECT CONSULTANT / OWNER'S REPRESENTATIVE, CONTRACTOR & CONTRACTOR'S REPRESENTATIVE:** The status, duties and responsibilities of the Project Consultant / Owner's Representative, and Contractor/ Contractor's Representative shall be as detailed below:

Role and responsibilities of the IUCAA Estate Manager / Department

- i. The Estate Manager shall be responsible for the day-to-day supervision, progress monitoring, co-ordination and direction of the Project, and generally to ensure that the Work is carried out in all respects in strict conformity with the Contract Documents and timelines.
- ii. The Estate Manager shall have the authority to stop the Work whenever such stoppage may be necessary to ensure the proper execution of the Project. The Contractor shall provide all the necessary facilities to the Estate Manager in the performance of his duties as an Estate Manager and shall comply with all instructions as may be issued by the Estate Manager. The Contractor shall refer all matters relating to the performance of the Contract to the Estate Manager. The Contractor shall not be entitled to claim extensions, extra costs or losses in this regard.
- iii. The Estate Manager shall observe sound and established engineering practices using latest standards, codes and regulations, as applicable for the purpose specified and suitable for respective uses intended. Supervision over the Contractor shall be maintained by Estate Manager who shall exercise constant and continuous supervision and control over quality, workmanship and materials, plant, machinery, equipment etc. used for the Project as and when may be required.
- iv. Estate Manager will work in close co-operation and co-ordination with the Project consultant for the execution of the Project in accordance with the Contract Documents.
- v. All communication by the Contractor with the Owner or the Owner's consultants shall be done through the Estate Manager.

**3.0 Decisions:** The Estate Manager in consultation with the Project consultant/ Consultant shall make decisions on all matters relating to the execution and progress of the Project, including the claims and queries of the Contractor. The decision, opinion, direction and interpretation of the Estate Manager (in consultation with Owner and/ or Project consultant/ Consultant), with respect to any or all matters including the following matters shall be final and binding on the Contractor, except for matters involving financial implications which shall be decided in consultation with and with the prior written approval of the Owner. Notwithstanding the generality of the foregoing, unless stated to the contrary below, the decision of the Estate Manager in respect of the following actions shall be binding upon the Contractor:

- i. Any discrepancy in the Drawings and Specifications;
- ii. The removal and/or re-execution of any work already executed by the Contractor.
- iii. The dismissal from the Site of any person employed upon the Work by the Contractor or the sub-Contractor.
- iv. The opening up for inspection of any part of the Work covered up.
- v. All materials and workmanship used by the Contractor or the Sub-Contractors.
- vi. Everything that must be provided or done by the Contractor in order to properly executes and successfully completes the Work under the Contract.
- vii. Delay and extension of time involved in the execution of the Works (only with prior approval of Owner).
- viii. Supervising the replacing and/ or rectifying and making good all defective items of work and during the Defects Liability Period.
- ix. Removal of any material/equipment/plant and machinery brought by the Contractor to the Site for execution of the Work.

**3.1 Role and Responsibilities of the Contractor's Representative:**

- i. The Contractor's Representative shall represent the Contractor at the Site. The Contractor's Representative shall be on Site at all times during performance of the Work and the Project Coordination Services and shall be responsible for the day-to-day interaction with the Estate Manager.
- ii. The Contractor's Representative shall have adequate experience in handling similar kind of projects, competent enough and have the authority to make and communicate all decisions called for in this Contract to be made by the Contractor. The Contractor's representative may be required to produce appropriate documentation and referrals in respect of previous assignments. The Contractor's Representative shall be responsible for the day-to-day supervision and oversight of the Project Coordination Services, including, without limitation, the EHS Plan implementation.
- iii. The Contractor shall submit to IUCAA the name and other details of the Contractor's Representative within 7 days of execution of contract.

**3.2 Contractor's Responsibilities:** The Contractor shall have the following responsibilities in carrying out the Work and the Project Coordination Services.

- i. The Contractor shall, on the instruction of the Estate Manager, immediately dismiss from the Work any person employed thereon by him who may, in the opinion of the Estate Manager, be incompetent or who engages in unlawful or disorderly conduct, and such persons shall not be re-employed on the Work without the prior written permission of the Estate Manager.
- ii. Contractor shall indemnify the Owner for loss suffered by the Owner on account of any act/ omission/ neglect of the Contractor's workers, employees and Sub- contractors etc.

- iii. The Contractor shall comply with all safety standards to the satisfaction of the Owner's representative/ Estate Manager.
- iv. The Contractor shall take full responsibility for the management & supervision of the Sub-contractors and the Nominated Sub-Contractors and the Contractor's Representative. The Contractor shall act as an independent contractor in the performance of its obligations under the Contract. The employees and the Sub-contractors utilized by the Contractor shall not be construed as the Owner's employees and shall work under the control and management of the Contractor who shall be solely responsible for their acts & related risk. The Contractor shall be solely responsible for the payment of compensation and all statutory benefits of its employees and the employees shall be informed that they are not entitled to any of the Owner's employee benefits. The Contractor and not the Owner shall be solely responsible for deduction and/or payment of all statutory payments including without limitation, provident fund, ESI, MLWF, workers' compensation, disability benefits and unemployment insurance or for withholding and paying employment taxes viz. Profession tax and Income tax etc for the Employees. The employees and the Subcontractors shall affirm they are not employees of the Owner for any purpose and that they shall not exercise any rights, seek or be entitled to any benefit accruing to the regular employees of the Owner.
- v. The Contractor shall ensure that all Sub-contractors engaged by it exercise such skill, care and technical competence to represent a high standard within their respective professions or trades as is appropriate for the satisfactory execution of their work and services.
- vi. The Contractor shall exercise constant and continuous supervision and control over the workmanship, materials, plant, machinery, equipment etc used in the Work and report on the status of the same to the Owner's Representative and Estate Manager as and when required in terms of the Contract.
- vii. The Contractor shall be responsible for obtaining all necessary permits, approvals, certificates and the like and submit the same to the IUCAA Estate Manager prior to the commencement of the Works.
- viii. All the obligations and responsibilities of the Contractor under the Contract shall be duly fulfilled subject to the satisfaction of the Owner's Representative and IUCAA Estate Manager.
- ix. Any activity conducted or responsibility assumed by the Owner's Representative or IUCAA Estate Manager shall not relieve the Contractor of any of its obligations and responsibilities under the Contract.
- x. The Contractor shall observe sound and established engineering practices in the execution and completion of the Works in accordance with the Contract. The Contractor shall use latest standards, codes and regulations, as applicable for the purpose specified and suitable for respective uses intended. The Contractor must keep at site the latest IS codes for quick referencing.

#### **4.0 SITE:**

- 4.1 Contractor to satisfy itself about site conditions: The Contractor represents that before tendering for the Work, the Contractor has visited the Site and satisfied itself about the Site conditions for construction and for logistics and smooth flow of workmen and materials as well as permission from appropriate governmental authorities for this purpose. The Contractor has examined the Site and taken note of the correct dimensions of the Work, and facilities for obtaining any special articles called for in the Contract Documents. The Contractor has also made its own assessment and obtained all information on the Site constraints and on all matters that will affect the execution, continuation, progress, and completion of the Works. Any extra claims made in consequence of any misunderstanding, incorrect information on any of these points or on the

grounds of insufficient description or information shall not be entertained or allowed at any stage.

- 4.2 Access to site by the Contractor: The access to the Site will be given immediately on award of the Contract to the Contractor and the Site shall be shared with other Vendors as applicable. The Contractor shall upon being given such access commence the Work and diligently proceed with the execution of the Work in accordance with the Contract Documents. Access to the Site by the Contractor shall be merely a licence for carrying out the construction of the Work under the Contract, and the Contractor shall not by his being allowed such entry on the Site, acquire any right, lien or interest either in the Work carried out by them under the Contract or anything appurtenant or attached thereto or to any part of the Site, and its claim will only be in the nature of money found due and payable to them in accordance with the payment certificates under the provisions contained herein. The Work shall be free from all liens, charges and claims of whatsoever nature from any party other than the Owner. The Owner shall have a lien over all work performed by the Contractor, Sub-Contractor and Vendors and also for the materials and equipment brought on Site by them.
- 5.0 TYPE OF CONTRACT: The Contract shall be an item rate Contract only to execute the Project according to the actual measured quantities, at the rates contained in the Schedule of Rates and probable quantities as provided in the Priced Bill of Quantities with detailed specifications. The Contractor shall be entitled to payment, in Indian Rupees, of no more than the Contract Price as stated in the Letter of Intent, in consideration of the Work performed and for the completion of the Work to the satisfaction of the Owner/ Owner's Representative. The Contractor understands and agrees that the amount payable is assessed on a re-measurable basis in accordance with the tendered rates. However, the Contract Price may be altered on account of a change order issued in accordance with Clause 31 hereto. The Contract Price shall include payment for the supply of all labour (including payment to the Sub-Contractors), equipment, materials, plant and machinery, tools, transportation, framework, scaffolding, construction of civil works and shall also include all applicable taxes including the WCT, duties, octroi, levies, royalties, fees, insurance premiums, contributions towards employees benefits including ESI and PF and funds, provision and distribution of power and water and all services and activities constituting the Scope of Work defined in the General Conditions of Contract. The Contract Price shall also include the Contractor's establishment, infrastructure, overheads and all other charges, and shall generally be inclusive of every cost and expense required by the Contract to be borne by the Contractor and necessary for the proper execution and successful completion of the Work under the Contract in conformity with the Contract Documents and the best engineering and construction practices and to the satisfaction of the Project consultant, IUCAA Estate Manager. No escalation of the prices shall be allowed during the period of the Contract for any reasons whatsoever and the prices quoted by the Contractor shall be deemed to be fixed and constant throughout the duration of the Project and Defects Liability Period.
- 6.0 TAXES, DUTIES ETC.: The total cost mentioned above shall cover cost of all equipment/ material, labor, wastage, transport of equipment/ materials to site, profit, transit insurance (if applicable), installation, testing, commissioning and all incidentals complete, inclusive of all Taxes and duties. However, any statutory variation shall be absorbed by you without any impact being passed onto the clients. The total cost is also inclusive of any shop drawings preparation (till the same are approved by consultants), engineering and site visits during the execution.
- 7.0 NOTICES, FEES, BYE-LAWS, REGULATIONS, ETC. : The Contractor shall comply with all applicable laws and government acts including the by-laws or regulations of local authorities relating to the Work in so far as construction, fabrication and installation activities are

concerned, and it shall obtain from the local authorities all permissions and approvals required for the plying of trucks, construction of machinery etc., and also for construction of temporary offices, labour camps, stores and other temporary structures in connection with the Work, and the Contractor shall give all notices and pay all fees and charges that are and that can be demanded by law there under. In the Contract Price for the Work, the Contractor shall allow for such compliance and work, and for the giving of all such notices, and shall include the payment of all such fees and charges. However, no title or proprietary interest of any kind shall be created in favour of the Contractor by virtue of erection of the temporary structures.

**8.0** LICENCES AND PERMITS: The Contractor shall directly obtain all licences and permits for the materials under Government control, and those required to be obtained by the Contractor for the execution of the Work. The Contract Price shall include all transportation charges and the other expenses that may be incurred in this connection.

**9.0** ROYALTIES AND PATENT RIGHTS: All royalties or other sums payable by the Contractor in respect of the supply and use of any patented articles, processes or inventions for the carrying out of the Work as described by or referred to in the Contract Documents, shall be deemed to have been included in the Contract Price. The Contractor shall keep the Owner indemnified against all such demands as may arise on account of payment of royalties.

**10.0** INSURANCE: Before commencing the execution of the Work, the Contractor, without limiting his obligations and responsibilities under this Contract shall insure in the joint names of the Contractor and Owner, against his liability for any material or physical damage, loss or injury which may occur to any property, including that of the Owner/ IUCAA Estate Manager / Project consultants, Sub-Contractors, Vendors or to any person including any employee of the Owner/ Estate Manager / Project consultant, Sub-Contractors, Vendors or a member of the general public, by or arising out of the execution of the Work or in carrying out the Contract. The contractor shall ensure that the Owner and Project Manager are named as an additional beneficiary in all such insurances obtained. The contractor shall provide a copy of such policy on or before the date of execution of the Contract. The Contractor shall insure against all such liabilities and shall continue such insurance during the currency of the Contract including the Defects Liability Period. Premium for all insurance policies shall be paid and borne by the Contractor and shall not be reimbursable. The Contractor shall produce to IUCAA Estate Manager all certificates of insurance within 7 (seven) days from the date of letter of intent/award. These certificates shall be fully executed and shall state that the policies cannot be cancelled until completion of the Contract. The Contractor shall obtain written confirmation of similar certificates from all Sub-Contractors and thereby assume responsibility for any claims or losses to the Owner resulting from failure of any of the Sub-Contractors to obtain adequate insurance protection in connection with their work and shall indemnify the Owner accordingly. It shall be obligatory for the Contractor to obtain and retain for all relevant times the insurance cover (in the joint names of the Contractor and Owner) under the following policies:

10.1 Contractor's All Risk Insurance Policy to inter alia cover the following:

- i. The entire contract value (including the Contract Price plus 10% of the Contract Price for the period of completion of the Works or any extended period.
- ii. Civil commotion, riots, war and other disturbances.
- iii. All Plant and machinery owned by the Contractor for the project.
- iv. Damage insurance against loss or damage by fire or any other disaster to the works.

10.2 Third Party Insurance Policy: The contractor shall take a Third party insurance to cover for any damages to third party. This policy shall be effective up to the end of the Project

including any extensions granted and shall include any damage to the properties including surrounding and adjacent properties and/or injury including death to the persons of the general public and anyone else deemed to be third party subject to individual claims not exceeding Rs.1,00,000/-limited to a maximum sum of Rs.5 Lakhs.

- 10.3 Workman's Compensation Policy: Policy to cover Contractor's liability under Workmen's Compensation Act 1923, Minimum Wages Act 1948, Contract Labour (Regulation and Abolition) Act 1970 and other relevant Acts listed elsewhere to cover the Contractors liability under the applicable labour laws. This shall be for the period up to Final Completion of the Work. The Contractor's liability under this policy shall also include the Sub-contractors liability under the applicable labour laws.
- 10.4 Failure to insure: If the Contractor fails to comply with the terms of this clause, the Owner may effect the insurance and deduct the expenses from any moneys that may be or become payable to the Contractor or may, at his option, refuse payment of any monies to the Contractor until the Contractor complies with this condition.
- 10.5 No limit to liability: In addition to the liability imposed by law upon the Contractor for injury (including death) to persons or damage to property by reason of the negligence of the Contractor or his agents, which liability is not impaired or otherwise affected hereby, the Contractor hereby assumes liability for and agrees to hold the Owner harmless and indemnifies him from every expense, liability, payment, claim by reason of any injury (including death) to persons or damage to property suffered on account of any act or omission on the part of the Contractor, his employees, agents, servants, workmen, suppliers assigns or any of his Sub-Contractors, or any person directly or indirectly employed by any of them or from the conditions of the Site or any part of the Site which under the control of the Contractor or its employees or any of its Sub-Contractors, or any one directly or indirectly employed by either of them or arising in any way from the Work.

## **11.0 CONTRACTOR'S SITE ORGANIZATION, INFRASTRUCTURE AND RESOURCES:**

- 11.1 Contractor's representative and supervisory staff:
- i. The Contractor shall at its cost provide and ensure continued effective supervision of the Work with the help of the Contractor's Representative, assisted by full time qualified, experienced and competent engineers, supervisors, Safety officers, Safety stewards and adequate staff, to the satisfaction of the Owner's Representative and the IUCAA Estate Manager for the entire duration of the Work.
  - ii. The Contractor shall submit its proposed site organization chart for the approval of the IUCAA Estate Manager.
  - iii. The Contractor's Representative shall be on the Site at all times as the Work and the Project progresses and shall be responsible for carrying out the Work to the true meaning of the Drawings, Specifications, Conditions of Contract, Schedule of Rates, the other Contract Documents, and instructions and directions of the Owner's Representative and the IUCAA Estate Manager. \
  - iv. The instructions and directions given in writing to the Contractor's Representative or to any of its assistants at the Site by the Owner's Representative or the IUCAA Estate Manager shall be deemed to given to the Contractor officially. Attention is called to the importance of the Contractor requesting written instruction from the Owner's Representative or the IUCAA Estate Manager before undertaking any Work where the IUCAA Estate Manager's and/or Owner's Representative direction or instructions are required. Any such Work done in advance of such instructions will be liable to be removed at the Contractor's expense and will not be paid for unless specifically approved in writing by the IUCAA Estate Manager and/or Owner's Representative, as the case may be. It shall be the Contractor's responsibility to provide written intimation

to Owner's Representative or the IUCAA Estate Manager, well in advance, all through the execution of the Project, if the work is likely to get disrupted or delayed due to non-issuance of drawings/ instructions.

- v. All key staff employed at the Site by the Contractor shall be considered essential to the performance of the Work and the Project Coordination Services, and all key staff shall be subject to the approval of the Owner's Representative. However, such approval shall not relieve the Contractor of any of its contractual obligations with respect to the staff employed by the Contractor. No staff including the resident engineer and other technical supervisory staff shall be removed or transferred from the Work without the prior written permission of the Owner's Representative or IUCAA Estate Manager.
- vi. The Owner's Representative and IUCAA Estate Manager shall, however, have the authority to order the removal from Site of any undesirable personnel from Contractor's side due to their misconduct, incompetence or negligence in the performance of their duties. If key staff becomes unavailable for performing the Work or the Project Coordination Services for reasons beyond the Contractor's control, the Contractor shall immediately notify the Owner's Representative to evaluate the impact of the same on the project. Prior to substitution or addition of any key staff, the Contractor shall obtain the Owner's Representative's written consent as to the acceptability of replacement or additions to such personnel.
- vii. The Contractor shall at all times be solely responsible for the acts, omissions, defaults and neglect of all of its representatives, agents, servants, workmen and suppliers and those of its Sub-Contractors.

11.2 Man-power, plant and machinery:

- i. The Contractor shall at its own cost provide and install all equipment, materials, plant, cranes, hoists, ladders, and scaffolding, necessary for the execution of the Work in conformity with the Contract Documents to the satisfaction of the Owner's Representative and IUCAA Estate Manager. All machines, tools, trucks, formwork material, man-power and every thing else necessary for the proper and satisfactory execution and completion of the Work in accordance with the Contract Documents shall be provided by the Contractor at its own cost.
- ii. The Contractor shall within one week of the award of Contract submit a complete list of its manpower, plant and machinery for the approval of the Owner's Representative and IUCAA Estate Manager, which approval however, shall not relieve the Contractor of any of its responsibilities, obligations and liabilities under the Contract. The Contractor shall augment its manpower, plant and machinery without extra cost to the Owner whenever required or so directed by the Owner's Representative/IUCAA Estate Manager in order to conform to the approved construction programme for the achievement of milestones and Virtual Completion of the Work.
- iii. All the tools, equipment and machinery provided by Contractor for the execution of the Project should be in perfect condition. Any fault or non-operation of the tools, equipment and machinery, shall be rectified immediately by the Contractor and no time extension to the approved construction programme shall be allowed at all in the event of some fault of non-operation of tools, equipment and machinery.

11.3 Security: The Contractor shall at its own cost provide at all times adequate number of watchmen/ security personnel to guard the Site, the materials and equipment, to the satisfaction of the Owner's Representative/ IUCAA Estate Manager. The Contractor shall at all times be fully responsible for the security of all materials and equipment on the Site, whether it's own or

those of any Sub-Contractor. Neither the Owner nor the Owner's representative / IUCAA Estate Manager shall be responsible for any loss due to theft, fire, accident or any other reasons, whatsoever. Additionally, the Contractor shall, within seven days of the execution of the Contract, provide all necessary details of the security agency providing the watchmen/ security personnel for obtaining the written approval of the IUCAA Estate Manager.

- 11.4 Water and electricity: Tap off's for temporary water and electricity shall be provided on site at single source (free of cost). The Contractor shall make its own arrangement thereafter from the Tap off's for Works and all costs in relation thereto shall be borne solely by the Contractor.
- 11.5 Scaffolding, Staging, Guard Rails, Barricades: The Contractor shall at its cost provide steel scaffolding, staging, guard rails, barricades and safety barriers around all openings and at all edges, temporary stairs and other temporary measures required during the Project. The supports for the scaffolding, staging guard rails, barricades and safety barriers and temporary stairs shall be strong and adequate for the particular situations, tied together with horizontal pieces and braced properly. The temporary access to the various parts of the building under construction shall be rigid and strong enough to avoid any chance of mishaps. The entire scaffolding arrangement together with the staging, guard rails, barricades and safety barriers, and temporary stairs shall be to the approval of the IUCAA Estate Manager which approval shall not relieve the Contractor of any of its responsibilities, obligations and liabilities in relation to the safety requirements and for timely completion of the Work in accordance with the approved construction schedule. The use of wooden scaffolding on the Site is strictly forbidden.
- 11.6 Safety Equipment: The Contractor shall provide all the personal protective equipments like safety helmets, safety boots/shoes, protective clothing, etc., at its own cost to the Owner's, Owner's Representatives, IUCAA Estate Manager's, Project consultant's & their team within three days from the execution of the Letter of Intent of the Tender.
- 11.7 Protection of Environment: The Contractor understands that the Site must be free from pollutants at the time of access to the Site and commencement of the Work. The Contractor shall comply with all applicable environmental laws and regulations and shall ensure that the Site is and remains free from pollutants till the end of the Project. The Contractor shall ensure inter alia, that neither the soil nor the ground water is polluted or contaminated by fuels or lubricants emitted by machinery operated on the Site or by other dangerous or poisonous substances which are or are deemed to be hazardous to the environment. Notwithstanding the above, the Contractor shall comply with all the directions and decisions of the IUCAA Estate Manager in this regard and all applicable environmental legislations in relation to the same including obtaining statutory consents and approvals as may be required.

Contractor thereof.

The Contractor shall ensure that all operations by the Contractor, its workmen, employees, Sub-Contractors to complete the Project and the remedying of any defects therein shall, so far as compliance with the requirements of this Agreement permit, be carried on so as not to interfere unnecessarily or improperly with:

- a) the convenience of the public, or
- b) the access to, use and occupation of public or private roads, railways and footpaths to or of properties whether in the possession of Owner or of any other person.
- c) the Owner's operation and utilization of the facility at the Site; and
- d) the Work of Vendors. If any hazardous or obnoxious materials (as defined by Indian law) are specified for use or are being used by Vendors, the Contractor shall keep record of such material and forthwith give written notice to the Owner and shall ensure that the Sub-Contractors and Vendors, as applicable, use, store and dispose of such hazardous or obnoxious materials strictly in accordance with all applicable laws.



**12.0** Additional Safety Regulations: The Contractor shall continuously maintain adequate protection for the Work against fire and other hazards and shall protect the Owner's property and the Site from damage or loss during the performance of this Contract. The Contractor also shall adequately protect property adjacent to the Site.

The Contractor shall take all necessary precautions for the safety of its employees, Subcontractors and the Vendors performing the Work and shall comply with all applicable safety laws and regulations to prevent accidents or injury to persons on, about, or adjacent to the Site. The Contractor shall be responsible for co-ordinating a safe working programme with the Owner's Representative and the IUCAA Estate Manager. Such a programme shall include, and the Contractor shall be responsible for maintaining, the following safe working conditions and practices:

- i. All combustible material, food matter, garbage, scrap, and other debris generated during the performance of the Work shall be collected and removed from the Site daily. Arrangements for scrap burning should be discussed with Owner's representative.
- ii. An adequate number and type of fire extinguishers shall be provided at the Site for fire control and shall be kept/maintained in satisfactory and effective working condition, at all times.

**12.1** Requirement of Fire Extinguishers Each gas welding or burning, arc welding unit, tar pot, or open flame unit requires a fire extinguisher with it during operation.

**12.2** Requirement of Equipment

The availability of fire blankets is recommended at the Site. Other equipment related conditions are as follows:

- i. The Contractor shall use all equipment, which is in good condition. The Contractor shall not use or permit to be used the Owner's equipment and the Owner shall not use the Contractor's equipment without prior written permission of the other.
- ii. When working in an occupied building or area, the Contractor must before commencement of work familiarize itself with the hazards of that area, such as the location of flammable substances and toxic fumes.
- iii. Materials and equipment intended for installation in the Work as well as the Owner's equipment and materials already in place are to be protected at all times from debris, weather, or any damage. The Contractor shall take all steps necessary to ensure the preservation condition of such equipment.
- iv. The Contractor's materials, tools, and equipment shall be stored only in areas approved by the Owner for this purpose.
- v. Site access and parking by the Contractor's personnel shall be at locations designated by the Owner/ IUCAA Estate Manager. Only the Contractor's personnel necessary for the performance of the Work shall be permitted access to the Site. The Contractor and its employees and Sub-contractors shall adhere to all speed limits and traffic regulations at the Site.
- vi. The Contractor and its employees and subcontractors shall strictly obey all "No Smoking" restrictions.
- vii. The Contractor shall not operate or use or manipulate utilities at the Site without the Owner's prior written approval.
- viii. No valves shall be turned off or on, or electrical disconnect switches operated except in an emergency. Any required utility "shut downs" will be scheduled and co-ordinated by the Owner's Representative.

- ix. The Contractor shall make any requests for utility manipulation or "shut downs" in writing to the IUCAA Estate Manager at least five days advance notice.

**12.3** Safety with regard to site and housekeeping:

- i. The use of intoxicants or unlawful drugs at the Site, in any degree, shall be strictly prohibited. The Contractor shall rigorously enforce this regulation.
- ii. When overhead work is in progress in or around an occupied area, signs to denote such work prominently displaying "Overhead Work" shall be used or the area shall be protected by barricade.
- iii. Dusty work, such as concrete breaking or demolition, in or near occupied areas, shall proceed only after wetting down the area and taking steps necessary to prevent dust from penetrating occupied areas and creating a nuisance.
- iv. Care shall be taken not to block any door, passageway, safety exit, fire fighting equipment, or safety equipment with materials or equipment.
- v. Contractor shall maintain general cleanliness at site. All waste and debris shall be stored at designated place and disposed regularly. Site should be cleaned as per instruction given by Estate Manager at the end of day.
- vi. Materials must be piled, stacked, or stored in a neat and orderly manner. All stacking, whether inside or outside a building, shall be parallel to or at right angles to the building line or fence.
- vii. When noisy operations of a prolonged nature are necessary in or near an occupied area, arrangements must be made with the Owner's Representative for scheduling to minimize any nuisance in the occupied area.

**12.0** Non-compliance of Regulations

If the IUCAA Estate Manager or the Owner's Representative notifies the Contractor of non-compliance with the foregoing regulations, the Contractor shall immediately, if so directed, or in any event not more than Twenty four (24) hours after receipt of such notice, make all reasonable efforts to correct/ rectify such non-compliance. If the Contractor fails to do so, the Owner may suspend all or any part of the Work. The, Owner shall lift the suspension of the Work only upon the satisfactory corrective action undertaken by the Contractor in this regard. The Contractor shall not claim any extension of time to complete the Work or additional fees due to any such work suspension.

- 12.5 The Contractor shall be liable to ensure and implement all safety measures, whether or not statutorily prescribed, to safeguard, preserve and protect the life, health and welfare of every workman employed/deployed/engaged directly or indirectly by the Contractor on the Site and in relation to or connected with the Work and all Vendors employed in later phases of the Project in addition to installing, providing every prescribed safety and protective equipment, clothing etc., and the mere absence of any reference to or specification of a particular statute or rule or regulation in this Contract shall not absolve the Contractor of an obligation to comply with every such law, rule or regulation. The Contractor shall be liable for all consequences/liabilities arising out of its violating any of the aforesaid provisions, including fines, penalties, compensations, damages, prosecutions, proceedings, medical expenditure and costs, rehabilitation costs and all other expenses connected therewith.

- 13.0** CONTRIBUTION TOWARDS EMPLOYEE BENEFITS, FUNDS ETC.: The Contractor shall include in the Contract Price all expenses necessary to meet its obligations for making contributions toward employee benefits funds (Such as provident fund, ESI benefits, old age

pension and/or any other benefits/compensation legally payable) in compliance with all the statutory regulations and requirements. All records in this connection shall be properly maintained by the Contractor and produced for scrutiny by the concerned authorities, IUCAA Estate Manager and the Owner whenever called for.

- 14.0 SETTING OUT AND SITE SURVEYS:** The Contractor shall establish, maintain and assume responsibility for all bench marks and grid lines, and all other levels, lines, dimensions and grades that are necessary for the execution of the Work, in conformity with the Contract Documents. The Contractor shall establish its relation to the permanent benchmarks and boundary lines established at the Site. The Contractor shall verify and co-relate all the survey data available at the Site before commencing the Work and shall immediately report in writing any errors or inconsistencies to the IUCAA Estate Manager. Commencement of Work by the Contractor shall be regarded as its acceptance of the correctness of all survey and setting out data available at the Site and no claims shall be entertained or allowed in respect of any errors or discrepancies found at a later date. If at any time error in this regard appears during its progress of the Work, the Contractor shall at its own expense rectify such error to the satisfaction of the IUCAA Estate Manager/ Owner. The approval by the IUCAA Estate Manager of the setting out by the Contractor shall not relieve the Contractor of any of the responsibilities, obligations, and liabilities under the Contract.

The Contractor shall be entirely and exclusively responsible for the horizontal, vertical and other alignment for all levels and dimensions and for the correctness of every part of the Work, and he shall rectify effectively any errors or imperfections therein. All such rectifications shall be carried out by the Contractor at its own cost and to the instructions and satisfaction of the IUCAA Estate Manager. The Contractor shall employ qualified surveyors to carry out all the surveys and setting out works in this regard.

- 15.0 DRAWINGS, SPECIFICATIONS, INTERPRETATIONS ETC.:** Within 15 days from the issue of Letter of Intent/ Purchase/Work Order, the Contractor shall be furnished by the IUCAA Estate Manager and/or Owner's Representative with one copy each of the Conditions of Contract, Specifications, and Schedule of Rates, without cost to Contractor for its own use and for the use of its Sub-Contractors until the completion of the Contract. Additional copies of Contract Documents will be supplied on payment at actual cost basis. Three copies of the working drawings shall be provided by the Project consultant through IUCAA Estate Manager to the Contractor as the Work progresses. The time and the date for the provision of the Drawings shall be mutually agreed between the Contractor and Owner's Representative / IUCAA Estate Manager / Project consultant in conformity with the construction programme and with due regard for the need to order and specify materials and equipment to the Site. In general, the Drawings shall indicate the dimensions, positions and type of construction, the Specifications shall stipulate the quality and the methods and performance criteria, and the Schedule of Rates shall indicate the rates for each item of work for evaluating change orders. However, the above Contract Documents being complementary, what is called for by any one shall be binding as if called for by all. Matters not contained in the Specifications and in case of any ambiguities in the written Specifications of the Contract, the Works shall be executed as per relevant BIS codes and CPWD Specifications in that order of preference. If such codes have not been framed, the decision of the Project consultant in the matter shall be final and binding on the Contractor. Any Work indicated in the Drawings and not mentioned in the Specifications or vice versa, shall be deemed as though fully set forth in the Drawings or Specifications as the case may be. Work not specifically detailed, called for, marked or specified, shall be the same as similar parts that are detailed, marked or specified. From time to time during the progress of the Work, the Contractor will be issued with revisions of Drawings and written instructions by the IUCAA Estate Manager in connection with and necessary for the proper execution and successful completion of the Work.

All such revisions of Drawings and written instructions shall be part of the Contract Documents and the Contractor shall be bound to carry out the work that is shown and detailed on all such Drawings and shall be bound to follow and comply with all such Instructions. All Drawings and their subsequent revisions will be issued to the Contractor by listing such Drawings on the transmittals by the Project Manager. The Contractor shall maintain a Drawing register listing all Drawings and their latest revisions. All superseded Drawings shall be so stamped and withdrawn from circulation at the Site. It shall be the responsibility of the Contractor to ascertain and ensure that all the Work is carried out in accordance with the latest revisions of the Drawings issued to him. Should the Contractor fail to do so, all the rectifications and remedial work that may be required to conform to the latest revisions of the Drawings shall be at the Contractor's sole expenses.

Wherever it is mentioned in the Conditions of Contract, Specifications, and other Contract Documents that the Contractor shall perform certain work or provide certain facilities, it is understood that the Contractor shall do so at its own cost, unless otherwise provided in the said Documents.

The Contractor shall immediately in writing bring any errors or inconsistencies in the Drawings and Specifications to the attention of the IUCAA Estate Manager for interpretation or correction before proceeding with the affected portion of the Work, and no claims or losses alleged to have been caused by such discrepancies shall be entertained or allowed at any stage. Local conditions, which may affect the Work, shall likewise be brought to IUCAA Estate Manager attention at once. If at any time it is discovered that work, which has been done or is being done is not in accordance with the approved Drawings and Specifications, the Contractor shall correct the work immediately. Correction of such work shall be at the expense of the Contractor and shall not form a basis for any claims for payment or extension of time. The Contractor shall carry out all the rectification work only after obtaining the approval for the same from IUCAA.

The Contractor, in the execution of the Work, shall make no deviations from the Drawings, Specifications, and other Contract Documents. Interpretations and clarifications shall be issued by the Project Consultant / IUCAA, which shall be binding on the Contractor.

No scaling of any Drawing shall be done to obtain the dimensions. Figured dimensions on the Drawings shall be used for carrying out the Work. Drawings with large-scale details shall take precedence over small scale Drawings. Where any Drawings and details have not been provided but are necessary for the execution of the Work, it shall be the responsibility of the Contractor to seek these drawings and details in writing from IUCAA Estate Manager at least four weeks prior to the latest date by which the Contractor needs these drawings and details to suit the programmed execution of the Work. No extension of time shall be allowed for any delays caused due to the Contractor's failure to seek such details.

Drawings, Schedule of Rates, Specifications, and other Contract Documents, and all copies thereof furnished by the Project Manager shall be treated the Owner's property at all times. Such Drawings, Schedule of Rates, Specifications, and other Contract Documents shall not be used on any other work and shall be returned to the Owner at its request or at the completion of the Work in accordance with the Contract. In case of any discrepancy in the interpretation of drawings, the decision of IUCAA shall be binding.

**16.0** ASSIGNMENT AND SUBLETTING: The Contractor shall not assign this Contract or any part of it. The Contractor may, however, sub-contract any part of the Work with the prior written consent of IUCAA. The Owner/ Owner's representative/ Project consultant/ Estate Manager

reserves the right to review and approve each Sub-contractor which the Contractor recommends at any time to engage to perform any services before such Sub-contractor is hired or performs any service. Any permission to sub-contract any parts of the Work shall not relieve the Contractor from any of its responsibilities, obligations, and liabilities under this Contract.

**17.0 NOMINATED SUB-CONTRACTORS:** As soon as practicable, but at least one week before awarding any sub-contract, the Contractor shall submit to the Project consultant, IUCAA Estate Manager and the Owner's Representative in writing the names of the Nominated Sub-Contractors proposed for any part of the Work, for the approval of the same by the Project consultant / IUCAA. The Contractor shall employ such Sub-Contractors only after he has received confirmation in writing of such approval from Estate Manager and the Owner's Representative. Such approval, however, shall not relieve the Contractor of any of its responsibilities, obligations and liabilities under the Contract. The Contractor shall be responsible for the acts, defaults, omissions and neglect of all Sub-Contractors and their agents, servants and workmen. The Contractor shall not employ any Sub-Contractor to whom Estate Manager or the Owner's Representative object and/or does not approve. The Project consultant may by written instruction inform the Contractor, waiving the need for the Project consultant to specifically approve the Sub-Contractors in addition to the approval of IUCAA.

**18.0 SEPARATE CONTRACTS:** The Owner reserves the right to enter into separate other contracts in connection with the Project. The Contractor shall afford other contractors reasonable opportunity for their access to the Site, for the storage of their materials, and for the execution of their work, or if specified give assistance to such contractors for such purposes as are specified. The Contractor shall properly connect and co-ordinate its Work with that of the other contractors that may be employed or engaged by the Owner. If any part of the Contractor's Work depends for its proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report in writing to IUCAA, any defects in such work that render it unsuitable for such proper execution and results. The Contractor's failure to inspect and report such defects shall constitute as an acceptance of the other contractor's work as fit and proper for receiving the work of the Contractor.

**19.0 CO-ORDINATION OF WORK:** At the commencement of the Work, and from time to time, the Contractor shall cooperate with other contractors, Sub-Contractors, persons engaged on separate contracts in connection with the Project, Vendors and the Project consultant and with the Owner's Representative for the purpose of the co-ordination and execution of various phases of the Project. The Contractor shall determine and ascertain from the Vendors and persons engaged on separate contracts, in connection with the Project, the extent of all chasings, cutting and forming of all openings, holes, details of all inserts, sleeves, etc. that are required to accommodate the various services.

The Contractor shall determine and ascertain the routes of all services and positions of all floor and wall openings, outlets, traps, the details of all inserts, equipment and services and shall carry out the construction and making good of all "builder's work" in accordance with and as shown, described and/or measured in the Drawings, Specifications, and other Contract Documents. Also, the Contractor shall ensure that all required services, inserts, sleeves, embedment etc. are in place/position before he proceeds with its work. Should the Contractor fail to comply with these requirements and the consequence of such failure necessitates the breaking, re-doing and making good of any work, then the cost of all such breaking, re-doing and making good of any work shall be to the account of the Contractor and shall be borne by him. No breaking and cutting of completed work shall be done unless specifically authorized in writing by IUCAA Estate Manager. No work shall be done over broken or patched work without first ascertaining that the

broken surface is adequately prepared and reinforced to receive and hold further work, as determined by Estate Manager. In order to ensure proper co-ordination is being undertaken, weekly meetings, chaired by SAO / IUCAA authorities will be held with the various contractors and at which coordination will be discussed and minutes of actions proposed circulated.

**20.0** WORK ON NON WORKING DAYS: If it is necessary for the Contractor or any Sub-Contractor to work on days other than Working Days or outside the normal working hours in order to keep up to the time schedule and meet the Construction Programme, the Contractor shall obtain the prior approval of IUCAA in writing. Even if any work is carried out at site on a non Working day with prior written permission of IUCAA, the Contractor shall be solely responsible for extra cost including but not limited to wages. Applicability of all other terms and conditions of contract on such days would be same as applicable for a Working day.

**21.0** MATERIALS, WORKMANSHIP, STORAGE, INSPECTIONS ETC.:

**21.1** Materials and workmanship: The Contractor shall be responsible for the establishment of a full and comprehensive quality control system for the Work. The system shall include, but not be limited to, the means of controlling the testing and receipt of materials, the inspection of the Work, the filing and ordering of Drawings and correspondence and the duties and responsibilities of staff members.

All materials and equipment to be incorporated in the Work shall be new and original. The materials, equipment, and workmanship shall be of the best quality of the specified type, in conformity with Contract Documents and the best engineering and construction practices, comply with the Specifications and to the entire satisfaction of IUCAA. This requirement shall be strictly enforced at all times and stages of the Work and no request for change whatsoever shall be entertained on the grounds of anything to the contrary being the prevailing practice. The Contractor shall immediately remove from the Work any materials, equipment and/or workmanship which, in the opinion of IUCAA Estate Manager are defective or unsuitable or not in conformity with the Contract Documents and best engineering and construction practices, and the Contractor shall replace such rejected materials, equipment and/or workmanship with proper, specified, and required and approved materials, equipment and/or workmanship, all at its own cost within a period of seven (7) days from the date of issuance of such notice. The Contractor shall, whenever required to do so by IUCAA Estate Manager immediately submit satisfactory evidence and necessary test results as to the kind and quality of the materials and equipment.

**21.2** Special makes or brands: Where special makes or brands are called for, they shall be mentioned as a standard brand or make. Others brands or special makes of equivalent quality may be used provided the substituted materials are equivalent to the brand specified, and prior approval for the use of such substituted materials is obtained in writing from IUCAA Estate Manager. Unless substitutions are approved by the IUCAA in writing in advance, no deviations from the Specifications and other Contract Documents shall be permitted. The Contractor shall indicate and submit written evidence of the substituted material or equipment called for in the Specifications and other Contract Documents that are not obtainable for incorporation in the Work within the time limit of the Contract. Failure to indicate this in writing within two weeks of the signing of the Contract will be deemed as sufficient cause for denial of any request for an extension of time because of the same. Alternative equivalent brands if suggested by the Contractor during construction may be considered provided the suggested brand fully meets the requirements and is acceptable to IUCAA. Any variation in price due to the use of alternate brands shall be permissible provided it is pre-approved in writing by the Owner's Representative's.

- 21.3 Proper scheduling and delivery of materials: All materials and equipment shall be scheduled and delivered so as to ensure a speedy and uninterrupted progress of the Work, and the same shall be properly stored.
- 21.4 List of Materials: Within seven (7) days of the signing of the Contract, the Contractor shall submit for the approval of the IUCAA a complete list of all materials and equipment the Contractor and its Sub-Contractors propose to use in the Work, of definite brands or makes, which differ in any respect from those specified, or the particular brand where more than one is specified as standard. The Contractor shall also list items not specifically mentioned in the Contract Documents but which are reasonably inferred and are necessary for the proper execution and successful completion of the Work.
- 21.5 Right Type of Workmen, Plant and Machinery, Jigs, Tools, Etc.: The Contractor shall employ the right type of workmen, plant and machinery, jigs, tools etc. to fabricate and/or install all materials and equipment. Such material and equipment shall be fabricated and/or installed without any damage and in accordance with the material/ equipment manufacturer's instructions and manuals, and to the satisfaction of IUCAA Estate Manager.
- 21.6 Inspection: All materials, equipment, and workmanship shall be subject to inspection, examination and testing at all times and stages during construction, manufacture and/or installation, by IUCAA Estate Manager and they shall have the right to reject and order the removal and replacement of any defective material, equipment and / or workmanship or require its correction and rectification. The Contractor shall not proceed with any operation or sequence or trade of the Work until the previous operation or sequence or trade has been inspected and approved by IUCAA. No embedded items or any other work shall be covered up unless these have been inspected and approved by IUCAA Estate Manager. The onus shall be on the Contractor to get such inspections carried out and obtain such approvals. Should the Contractor fail to comply with these requirements, then all additional or redoing of work necessitated as a consequence thereof shall be at the Contractor's cost and expense. No inspection or approval shall relieve the Contractor of any of its responsibilities, obligations and liabilities under the Contract. No defective workmanship shall be repaired or patched up in any way without inspection and direction of IUCAA Estate Manager.

Rejected workmanship shall be immediately corrected and rectified and rejected materials and equipment shall be removed and replaced with proper, specified and required materials and equipment, by the Contractor to the approval and satisfaction of IUCAA. The cost of all such correction and rectification and such removal and replacement shall be to the account of the Contractor and shall be borne by him, and also, the Contractor shall be responsible for all delays in this regard. The Contractor shall promptly segregate and remove the rejected materials and equipment from the Site and shall not reuse them in the Work. If the Contractor fails to proceed at once with the correction and rectification of rejected workmanship and/or the removal and replacement of rejected materials and equipment, the Owner shall have the right to employ other persons / agencies to correct and rectify such workmanship and/or remove and replace such materials and equipment, and recover the cost there of from the Contractor, or the Owner may terminate the right of the Contractor to proceed further with the Work.

The Contractor shall furnish promptly and without any charge, all facilities, access, labour, materials, plant and tools required and necessary for enabling IUCAA Estate Manager, to carry out inspections and tests in a safe and convenient manner. The Contractor shall ascertain and ensure that the facilities and access provided for the carrying out of all inspections are completely

safe in every respect and the Contractor shall be fully responsible and liable for all matters in connection with such safety.

- 21.7 Testing: All the tests on materials, equipment, and workmanship that shall be necessary in connection with the execution of the Work, as decided by IUCAA and as called for in the Contract Documents, shall be carried out at the cost of the Contractor at the place of work or of manufacture or fabrication or at the Site or at an approved testing laboratory or at all or any such places. The Contractor shall provide all transportation, assistance, instruments, machines, labour and materials as are required for the examining, measuring and testing as described above, and all expenses connected with the tests as described above shall be borne by the Contractor.
- 21.8 Certificates: The Contractor shall furnish, at its own cost, test certificates for the various materials and equipment as called for. Such test certificates shall be from the manufacturer for the particular consignment/lot/piece and shall be duly authenticated by respective consultants. The details in respect of the test certificates shall be as decided by IUCAA (in consultation with consultants) for the relevant items.

## **22.0 CONSTRUCTION DOCUMENTATION:**

- 22.1 Procedure for documentation: The Contractor shall have a well established system for all kinds of construction documentation generated on the Project. The Estate Manager (IUCAA) shall conduct an alignment session with Contractor at the time of kick-off meeting, explaining to the Contractor with respect to the Standardized procedures to be adopted for specific documentation like Technical Submittals, Request for Information, Non-conformance notices, Change requests, Schedules, Drawings, etc. The Contractor shall be responsible to follow those procedures, wherever applicable to them, for the execution of work. Immediately after the contract award, Estate Manager shall arrange for a Kick-off meeting and contractor shall be bound to fulfill all the requirements mentioned in that meeting.
- 22.2 Submission of Material Samples, Shop drawings etc.: After the award of the Contract, the Contractor shall furnish for the approval of the Project consultant, all samples of materials and shop drawings called for in Contract Documents or required by IUCAA Estate Manager, which are required for immediate start of Work. During the project execution, the material samples shall be submitted well in advance of the upcoming activity. The samples and shop drawings shall be delivered as directed by IUCAA Estate Manager. No extra payment shall be due to the Contractor for submission of material sample and preparation of shop drawings. A schedule giving dates of the submission of samples and shop drawings shall be included in the time schedule. Samples / materials approved by the Project Manager/ Project consultant/ Consultant, shall be kept at Site under safe custody of Contractor and on completion of the Work handed over to the Owner.
- 22.3 As built drawings: The Contractor shall during the course of execution, prepare and keep updated a complete set of " as-on-date as built drawings" reflecting current status of construction, marked with each and every change from the Contract drawings. Three sets of "as built" drawings as agreed shall be supplied to IUCAA Estate Manager upon completion of project, along with a soft copy of the drawings in AutoCAD format (specified version) at no extra cost to the owner.



## **23.0 CONSTRUCTION PROGRAMME, SCHEDULES AND PROGRESS REPORTS:**

### **23.1 Construction Programme:**

i. Every Contractor must furnish along with its tender a bar chart clearly showing all timelines of site activities. The construction programme shall clearly show all the sequential activities of work required to be carried out from the commencement of the Work up to the Virtual Completion. Work associated with each of the packages works shall be clearly identifiable.

ii. The Tenderers proposed construction programme and payment milestones shall elaborate in detail on relevant milestones and comment on Construction Programme enclosed.

iii. Every week, or sooner if required by the Estate Manager, the approved programme charts shall be reviewed in relation to the actual progress of the Work, and shall be updated as necessary. If at any time it appears to the Estate Manager that the actual progress of the Work does not conform to the approved programme, the Contractor shall produce, at its expense and without reimbursement therefore, a revised programme showing the modifications to the approved programme and the additional input of resources by the Contractor necessary to ensure completion of the Work within the time stipulated for completion.

iv. The submission to and approval by the Project Manager of such programmes or the furnishing of such particulars shall not relieve the Contractor of any of its responsibilities, obligations and liabilities under the Contract.

### **23.2 Construction Schedules:** Along with the construction programme described in Clause 23.1, the Contractor shall also submit the following schedules:

- i. Manpower Schedule
- ii. Plant and Equipment Schedule
- iii. Materials Schedule (including status and mobilization programme)
- iv. Material samples Schedule
- v. Shop drawings Schedule (including status and delivery)

### **23.3 Daily site reports:** The Contractor shall throughout the contract period, submit daily site reports to the Project Manager and the Owner's Representative. The reports will include, but not be limited to:

- i. Record of the Site progress
- ii. Number of employees, workmen. Labour engaged on the Site
- iii. Number of men employed on individual trades
- iv. Plant and machinery at site (including an indication as to whether the plant is working or standing)
- v. Notification of accidents
- vi. Material received at site on that specific day
- vii. Events influencing the progress of the Work

### **23.4 Employee Records:** The records should include all staff employed by the Contractor as Sub-contractors

### **23.5 Site Register:** The Contractor shall maintain a site register that records the name and time of arrival and departure, at the gate, of any visitors and entry of material.

- 23.6 Progress Reports: At the end of each fortnight, the Contractor shall submit a fortnightly progress report in a format agreed with the Project consultant. The reports shall include 2 sets of progress photographs taken from pre-determined locations, which illustrate the progression of the Work.
- 24.0 BUREAU OF INDIAN STANDARDS: (BIS) Indian Standards Specifications A reference made to any Indian Standards Specifications in the Contract Documents shall imply reference to the latest version of that Standard, including such revisions / amendments as may be issued, during the currency of the Contract, by the Bureau of Indian Standards and the corresponding clause/s therein shall hold valid in place of those referred to. The Contractor shall keep copies at the Site of all latest publications of relevant Indian Standard Specifications applicable to the Work at the Site, as listed in the Specifications.
- 24.1. Amendments to BIS: If any Amendments to BIS codes is announced after finalization of the Contract the same shall be deemed to be incorporated into the specifications, wherever applicable.
- 24.2. Tolerances: In case the work does not conform to the dimensions and limits of tolerances specified in the Contract Documents and/or the Indian Standard Specifications the Contractor shall be liable for all costs and expenses incurred for rectifications and/or replacements of any other Contractor's and/or Sub-Contractor's work required, in accordance with the directions of the Estate Manager, for the proper installation of the finishing elements and/or equipment, and/or for structural purposes. The Estate Manager's decision in this respect shall be final and binding on the Contractor and Sub-Contractors, and all such costs and expenses shall be recovered from the pertinent Contractors and Sub-Contractors and shall be deducted by the Owner from any money that may be payable or that may become payable under the Contract to such pertinent Contractors and Sub-Contractors for and on behalf of the Contractor.
- 25.0 PROTECTION OF WORKS: The Contractor shall take full responsibility for the proper care and protection of the Work carried out in respect of the Project from commencement until completion and handing over of the Project to IUCAA. The Contractor shall protect and preserve the work carried out in respect of the Project in every way from any damage, fire or accident, including by providing temporary roofs, boxing or other construction as required by IUCAA. This protection shall be provided for all property on the Site as well as adjacent to the Site. The Contractor shall adequately protect, to the satisfaction of the Estate Manager, all the items of finishing work to prevent any chipping, cracking, breaking of edges or any damage of any kind whatsoever and to prevent such work from getting marked or stained or dirty. Should the Contractor fail to protect the work in respect of the Project or any part thereof and should any damage be caused to the same, the Contractor shall be responsible for all replacement and rectification, as directed by the Estate Manager, and all costs and expenses in connection with such replacement and rectification shall be to the account of the Contractor and shall be borne by it. The Contractor shall in connection with the Work provide and maintain at its own cost all lights, security guards, fencing and anything else necessary for the protection of the Work and for the safety of the public and everyone associated with the Work, all to the approval and satisfaction of the Estate Manager. All operations necessary for the execution of the Work shall be carried out so as not to interfere with the convenience of the public, or with the traffic, or the access to, use and occupation of public or private roads and footpaths or of properties whether in the possession of the Owner or of any other person. The Contractor shall hold the Owner harmless and indemnify the Owner in respect of all claims, proceedings, damages, costs, charges, and expenses whatsoever arising out of or in relation to any such matters.

## 26.0 CLEANING OF WORKS AND CLEARING OF SITE:

The Contractor shall maintain the Site and all Work thereon in neat, clean and tidy-conditions at all times. The following shall be ensured by the contractor in the regard:

i. The Contractor shall remove all rubbish and debris from the Site on daily basis and as directed by the Estate Manager. Suitable steel skips shall be provided at strategic locations around the Site to receive waste and packaging materials.

ii. Just prior to the Virtual Completion of the Work, or whenever so directed by the Estate Manager, the Contractor shall carry out all the work necessary to ensure that the Site is clear and the Work are clean in every respect, the surplus materials, debris, sheds and all other temporary structures are removed from the Site, all plant and machinery of the Contractor are removed from Site, the areas under floors are cleared of rubbish, the gutters and drains are cleared, the doors and sashes are eased, the locks and fastenings are oiled, all electrical, plumbing and other services are tested and commissioned, the keys are clearly labelled and handed to the Estate Manager, so that at the time of Virtual Completion the whole Site and the Work are left fit for immediate occupation and use, to the approval and satisfaction of the Estate Manager, and the Owner's Representative.

iii. Should the Contractor fail to comply with the cleaning requirements, whether progressively or before completion, or fail to clear the Site as directed and required, then the Estate Manager, after giving due notice in writing to the Contractor, shall have the right to employ other persons or agencies to carry out the cleaning and/or clearing work and all costs incurred on such work shall be recovered from the Contractor and shall be deducted by the Owner from any money that may be payable or that may become payable to the Contractor.

27.0 METHOD OF MEASUREMENT: To evaluate any additional work instructed under change orders by the Estate Manager or the Owner's Representative, the standard method of measurement shall be in accordance with the Standards laid down by CPWD Specifications and Bureau of Indian Standards (IS:1200) shall be followed. However, if definite methods of measurements are stipulated in the Schedule of Rates or Specifications, then the same shall supersede CPWD specifications / BIS methods and shall be followed. In the event of any dispute with regard to the method of measurement of any work, the decision of the Estate Manager shall be final and binding and no extra claims shall be entertained or allowed at any stage in this regard.

28.0 COVERING UP: The Contractor shall give at least 24 hours clear notice in writing to the Estate Manager before covering up any of the Work in foundations or any other such areas in order that inspection of the Work may be carried out for maintaining proper quality control. In the event of the Contractor failing to provide such notice he shall, at its own expense, uncover such Work as required to allow the inspection to be taken and thereafter shall reinstate the Work to the satisfaction of the Estate Manager.

29.0 Earnest Money Deposit (EMD) : The earnest money is required to protect the purchaser against the risk of the bidder's unwarranted conduct as amplified under GCC.

29.1 The amount of EMD will be Rs.40,000/- (Rs. Forty Thousand Only).

29.2 The earnest money shall be furnished in one of the following forms:

- i) **Account Payee Demand Draft** or **Banker's cheque** in favour of **IUCAA**. The DD or banker's cheque shall be drawn only on **Nationalised Bank in India**.
- ii) **NEFT/RTGS** bank details are as follows :-

Name of the Beneficiary - Inter-University Centre For Astronomy & Astrophysics  
Name of the Bank - Bank of Baroda, A/C No - 98060100000188  
Bank Account - Saving Bank Account, MICR NO. - 411012053,  
Address of the branch - Bank of Baroda, IUCAA Extension counter,  
Pune University Campus, Pune -411007., Branch Code-EXTPOO,  
IFSC Code - BARB0EXTPOO, Swift Code-BAR B IN BB PCB

- 29.3 The earnest money shall be valid for a period of forty five days beyond the validity period of the tender. In case, EMD submitted through Demand Draft, it comes with the validity of 3 months. If the tender finalisation process exceeds beyond 3 months, the DD should be revalidated for another 3 months.
- 29.4 Unsuccessful bidder's earnest money will be returned to them without any interest. In case of the bidder(s) whose offer is accepted, the EMD will be converted in to **Performance Security**. EMD will be waived in case of firms registered under National Small Industries Corporation (NSIC) subject to submission of proof.
- 29.5 EMD of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender. The successful bidder's earnest money will be forfeited if he fails to furnish the balance amount of performance security within the specified period.
- 30.0 PAYMENTS AND SECURED ADVANCE:
- a) No advance will be paid before commencing the work.
- b) Only two RA bills will be allowed to be raised before final billing, which should not be less than Five Lakhs each.
- c) On submission of final bill 75% of assessed bill value shall be paid on ad hoc basis and balance will be released after verification from accounts.
- 30.1 Running Bills: The Contractor shall prepare measured bills as directed by the Estate Manager (detailed measurement, abstract sheet, deviation statement for ongoing and completed work, materials reconciliation statement and any specific instructions which may be given in this regard by the Estate Manager and other supporting documents).
- 30.2 Payment Certificate: The Estate Manager shall issue a payment certificate within the number of working days as reflected in tender documents, from the date of the bill received from the Contractor for the value of work (net amount due to the contractor after deductions) executed by the Contractor, provided all supporting detailed measurements, abstract sheets and other supporting documents requested by the Estate Manager are furnished at the time of submission of such bills. Thereafter, the Contractor shall be paid by the Owner of certified amount (after deduction of applicable retention, TDS and WCT), within 15 days as per IUCAA standard terms.
- 30.3 Retention Money & Final Bill: The Retention Money will be held @ 5% of the final bill value. Security Deposit will be converted to Retention amount and balance amount will be recovered from final bill. Retention money will be released only after completion of defect liability period of one year. If vendor submit performance bank guarantee from Nationalised bank, retention money will be released. Final Bill will be released only after completion of the project and duly certified by the Project consultant/Estate Manager. Payment of final bill will be made within one month subject to submission of complete documents.
- 30.4 Withholding of payments: The Estate Manager may withhold payment on account of subsequently discovered evidence, and nullify the whole or a part of any payment certificate to such extent as may be necessary to protect the Owner from loss on account of including but not limited to the following:
- i. Defective work not remedied by the Contractor, Non Compliance notices not attended by the Contractor.

- ii. Failure of the Contractor to make payments properly and regularly to its own workers, to its Sub-Contractors, to its suppliers.
- iii. Damage by the Contractor to the work of other Contractors, Sub-Contractors or Vendors.
- iv. A reasonable doubt that the Contract cannot be completed for the balance unpaid amount.
- v. A reasonable doubt that the Contractor intends to leave work items incomplete.
- vi. Failure of the Contractor to execute the Work in conformity with the Contract Documents.
- vii. Failure of the Contractor to meet or keep-up with the approved Construction/execution Programme on which the agreed payment schedule is based.
- viii. Failure of the Contractor to comply with and fulfill all contractual obligations and liabilities stipulated in the Contract Documents.
- ix. Failure of the contractor to submit proofs of payment of necessary ESI, PF payments for his workers.

**31.0 RECTIFICATION OF IMPROPER WORK NOTICED:** If it shall appear to the Estate Manager or the Owner's Representative during the progress of the Work that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description or that any materials or articles provided by the Contractor for the execution of the Work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the Contract, the Contractor shall, on demand in writing from the Estate Manager, specifying the work, materials or articles complained of, notwithstanding that the same may have been passed and certified by the Estate Manager, forthwith rectify or remove and reconstruct the work so specified in whole, or in part as the case may require or , remove the materials or articles so specified and provide other proper and suitable materials or articles at its own proper charge and cost and in the event of its failing to do so within a period so specified by the Estate Manager in its demand aforesaid, the Estate Manager may rectify or remove and re-execute the work or remove and replace the materials or articles complained of as the case may be by engaging a third party contractor at the risk and expense in all respects of the Contractor, and deduct the expenses from the Retention Money or any sums that may be due at any time thereafter may become due to the Contractor or from the performance bond executed by the Contractor.

**32.0 CHANGE ORDERS:**

- 32.1 Change in scope of work: The Owner reserves the right to alter the Scope of Work (as defined in Clause 2.6 above) and consequently the Contract Price shall be suitably adjusted for such changes by reference to the rates in the Schedule of Rates. The Estate Manager shall issue all change orders only after obtaining the prior written consent of the Owner's Representative. The Contractor shall not proceed with additional scope of work without prior approval from Owner/ Owner's representative through Project Consultant.
- 32.2 Rates for additional, altered or substituted work If the rates for the additional, altered or substituted work are not specifically provided in the Schedule of Rates then such rates shall be derived from the rates that are specified for a similar class of work in the Contract. The Estate Manager's interpretation in consonance with the Owner as to what is a similar class of work and its decision on the method in which the rate is to be derived shall be final and binding on the Contractor. If the rates for the additional, altered or substituted work cannot be determined in the manner specified above, then the rates for such work shall be determined on the basis of actual consumption of materials, and actual use of labour and plant and machinery, as detailed below:

- i. Cost of materials supplied by the Contractor, at not more than prevailing market rates, actually incorporated in the Work.
- ii. Cost of labour actually used at the Site on the Work at prevailing rates of labour.
- iii. Cost allocation toward the Work for the use of any plant and machinery at the Site, on actual basis.
- iv. 15% of the actual costs in respect of (i), (ii), and (iii) above, towards Contractor's establishment and all other costs and overhead and profit plus taxes as applicable shall be reimbursed. Contractor's overheads and profit shall not be allowed on free issue items.

32.3 Approval from Owner/Owner's representative: Before the Contractor undertakes any extra work, he shall ensure that he has received a specific Change Order, signed by the Estate Manager. No additional payments shall be made to the Contractor without prior agreement and receipt of the necessary signed Change Order. Each Change Order shall clearly state the value of the additional work agreed to and signed for by the Owner. The Contractor shall at weekly intervals submit to the Estate Manager an account giving particulars, as full and detailed as possible, of additional work ordered in writing by the Owner and which the Contractor has executed during the preceding month. If any Change Order instructed by the Estate Manager causes a delay in the completion of the Work causing the Contractor to overrun the time fixed for completion of the Work, the Owner shall agree, following joint review of the circumstances with the Estate Manager as to the extent of the delay, to postpone the time for completion of the Work by the period of delay, provided the Contractor has notified the Owner in writing, of such expected delay before such Change Order is actually issued by the Estate Manager..

33.0 DEDUCTIONS FOR UNCORRECTED WORK: If the Estate Manager deems it inexpedient to get corrected or rectified any work of the Contractor which is defective or damaged or of substandard quality or is generally not in accordance with the Contract Documents, then an equitable and appropriate deduction shall be made thereof from the Contract Price, and the Project consultant's and Estate Manager's decision in this respect shall be final and binding on the Contractor. Furthermore if, by reason of any accident, or failure, or other event occurring to, in or in connection with the Work, or any part thereof, either during the execution of the Work or during the Defects Liability Period, any remedial or other work or repair shall, in the opinion of the Estate Manager, be urgently necessary for the safety of the Work, or any part thereof, and the Contractor is unable or unwilling to immediately do such work or repair, the Owner may employ and pay other persons or agencies to carry out such work or repairs as the Estate Manager may consider necessary. If the work or repair so done by the other persons or agencies is work which, in the opinion of the Estate Manager, the Contractor was liable to do at its own expense under the Contract, then all expenses incurred by the Owner in connection with such work or repair shall be recovered from the Contractor and shall be deducted by the Owner from any money that may be payable or that may become payable to the Contractor or from the Contractor's Performance Bond, executed by the Contractor in favour of the Owner.

34.0 TIME FOR COMPLETION: **Ten months** from the 7<sup>th</sup> (seventh) day after the date of issue of letter of award of work.

34.1 Time-essence of contract: The time allowed for carrying out the Work as entered in the tender shall be strictly observed by the Contractor and shall be deemed to be of the essence of the Contract and shall be reckoned from the date of award of the Contract. The Work shall proceed with due diligence until Final Completion. The Contractor shall prepare a Construction Programme with time schedule keeping in view the completion

period stipulated for specific portions of the Work and also the overall completion time and submit the same for the approval of the Estate Manager and the Project Consultant. The Contractor shall comply with the time schedule as approved by the Estate Manager and the Project Consultant. In the event of the Contractor failing to comply with the overall and individual milestones contained in the time schedules, he shall be liable to pay liquidated damages as provided for in this Contract.

34.2 Causes of delay for which claims for extension of time may be considered: The Contractor may request claim for extension of time, subject to the conditions stated herein, should he be delayed or impeded in the execution of the Work by reason of the following (decision of IUCAA authorities in this regards will be binding on the contractor):

- i. Force Majeure;
- ii. Any approved changes in the scope of work directed by Owner, Project consultant, which in the opinion of the Estate Manager entail the requirement of additional time for completion of the Work.

34.3 Extension of Time

34.4 Claim of Extension of Time

34.5 Deletions or changes in the scope of the Work: Should any deletions or changes in the scope of the Work reduce the time required to complete the Work under the Contract, then the time savings accruing from such deletions may be considered by the Estate Manager in offsetting the durations awarded for an extension of time.

**35.0** NO FINANCIAL OR OTHER COMPENSATION FOR DELAYS BY CONTRACTOR: The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or in executing or in completing the Work, whatever might be the cause of the delay if such delay is on account of the Contractor.

**36.0** PROPRIETY OF EXECUTED WORK: All executed work, whether in part or in whole shall be the exclusive property of the Owner. The Estate Manager, the Owner, the Contractor or any of its Sub-Contractors or their employees or workmen or servants or agents shall not be entitled to the use of any such work except for the purpose of carrying out subsequent work that is required to be carried out under the Contract or to complete the Project. The Owner shall have the right to occupy and take over the Work or any part thereof at any time during the progress of the Work or upon their completion, irrespective of any pending claims or disputes that the Contractor may have against the Owner.

**37.0** INDEMNITY:

37.1 Indemnity by Contractor: The Contractor shall indemnify, defend and hold and keep indemnified, the Owner from and against all actions, suits, claims costs, liabilities and demands brought or made against the Owner in respect of any matter or thing done or omitted to be done by the Contractor or any of its Sub-Contractor(s) or their employees, workmen, representatives, agents, servants or suppliers in the execution of or in connection with the Work or the Contractor's or Sub-Contractor's performance under this Contract and against any loss or damage to the Owner in consequence of any action or suit being brought against the Contractor or any of its Sub-Contractor(s) or their employees, workmen, representatives, agents, servants or suppliers for anything done or omitted to be done in execution of the Work and the Project Coordination Services under this Contract, including but not limited to meeting the Project milestones, noncompliance with the applicable laws and regulations of the government and local authorities, not obtaining the relevant licences and permits, infringing any patents rights and specifically regarding use, storage and disposal of hazardous materials. The obligations of the Contractor under this clause shall survive till the closure of Defects Liability period.

**37.2 Indemnity by Sub-Contractors:** The Contractor shall ensure that the Sub-Contractors indemnify, defend and hold, and keep indemnified the Owner harmless from all actions, suits, claims, costs, fines, judgments and liabilities in respect of any matter or thing done or omitted to be done by the Sub-Contractors or their employees, workmen, representatives, agents, servants and suppliers in execution of or in connection with the Work or arising out of or in any way alleged to be in connection with Sub-Contractors' performance under this Contract, including but not limited to, not meeting the Project milestones, non-compliance with the applicable laws and regulations of the government and local authorities, not obtaining the relevant licenses and permits, infringing any patents rights and specifically regarding the storage, use or disposal by the Sub-Contractors of hazardous materials in, on or under the Site or at any location whatsoever in connection with the Project in any way. The Sub-Contractors' responsibility under this indemnification shall also include any and all hazardous materials introduced to the Site by their agents, representatives, employees, workmen, servants and suppliers. The obligations of Sub-Contractors under this clause survive till the closure of Defects Liability period.

**38.0 CORRECTION OF WORK BEFORE VIRTUAL COMPLETION OF WORKS:** The Estate Manager and the Project consultant shall jointly conduct an extensive inspection just prior to the Virtual Completion of the Work and shall prepare a list of materials, equipment, and workmanship which are defective or damaged or of substandard quality or improperly executed or generally unacceptable due to not being in conformity with the requirements stipulated in the Contract Documents. The Contractor shall promptly remove, replace, re-execute, rectify and make good, to conform to the requirements stipulated in the Contract Documents and to the satisfaction of the Estate Manager and the Owner's Representative all such materials, equipment, and/or workmanship included or itemized in the said list and the Contractor shall bear and pay for all expenses in connection therewith and consequent thereon and incidental thereto, including the cost for all remedial work on the work of other contractors destroyed or damaged by such removal, replacement, re-execution, rectification and making good. If the Contractor fails to remove, replace, re-execute, rectify and make good the rejected materials, equipment, and/or workmanship within a reasonable time, fixed by written notice, the Owner may employ and pay other persons or agencies to carry out such removal, replacement, re-execution, rectification and making good and all expenses incurred in connection therewith, including all damages, losses and expenses consequent thereon and incidental thereto shall be recovered from the Contractor and shall be deducted by the Owner from the Contract Price or any money that may be payable or that may become payable to the Contractor.

**39.0 VIRTUAL COMPLETION OF WORKS:**

- i. The Works shall be considered as virtually complete only upon fulfillment of the procedure laid down in clause 38 above, and only after the Work has been completed in every respect in conformity with the Contract Documents and after all the systems and services have been tested and commissioned, and after the Site has been cleared and the Work cleaned in accordance with Clause 26 and when the Estate Manager has certified in writing that the Work is Virtually Complete. The Defects Liability Period shall commence from the date of such Certificate of Virtual Completion.
- ii. Prior to the Virtual Completion, if the Owner decides to occupy any portion of the Work or use any part of any equipment, the same shall not constitute an acceptance of any part of the Work or of any equipment, unless otherwise so stated in writing by the Estate Manager.
- iii. Prior to the issue of the Virtual Completion Certificate, the Contractor shall submit and hand-over to the Owner's Representative the keys to all locks, all operation and maintenance manuals for systems and services, any spares called for in the Contract, and everything else necessary for the proper use and maintenance of the Work complete with all systems and services.



**40.0** LIQUIDATED DAMAGES: Any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:

- a) deduction of liquidated damages amounting to 0.5% of the total contract value per week and part thereof delay, subject to the maximum of 5% of the contract value.
- b) forfeiture of its performance security and termination of the contract for default

**41.0** PENALTY / FINE:

41.1 Non Compliance to Safety codes: If the Estate Manager notifies the Contractor of non-compliance with safety codes, the Contractor shall immediately if so directed or in any event not more than 12 hours after receipt of such notice, make all reasonable effort to correct such noncompliance.

41.2 Levy of penalty/ fines: Levy of fines -Consumption of Pan, Gutkha, Tobacco, alcohol, drugs, etc is strictly prohibited on-site. Violation of this shall imply an immediate penalty of Rs. 10,000.00 per instance and twice the amount there after Post 3rd instance, client reserves the right the terminate the contract without further notice.

If the Contractor fails to do so, the Estate Manager shall have authority to levy penalty/ fines as may be determined based on the severity of the violation. The Estate Manager shall establish the list of violations and the fines associated with non-compliance of the safety codes. Each such non-compliance shall be treated as a breach of the contract.

41.3 Penalty: If the contractor fails to complete the work as per committed schedule, there shall be a penalty as per clause No.41.

41.4 Delay: In case the delay is not acceptable to the owner, owner reserves the right to terminate the contract and enter into fresh contract with other agencies at the cost of defaulting agency.

**42.0** GUARANTEES:

i. The Contractor understands and agrees that the Owner is expressly relying and will continue to rely on the skill and judgment of the Contractor in executing the Work and remedying any defects in the Work. The Contract represents and warrants that (i) it shall perform the Work in a timely manner, in strict accordance with the Contract Documents, and consistent with generally accepted professional, construction and construction-supervision practices and standards provided by an experienced and competent professional contractor and construction supervisor rendered under the same or similar circumstances, and (ii) it is and will be responsible to the Owner for the acts and omissions of all Sub-Contractors and their respective employees, agents and invitees and all the persons performing any of the Work.

ii. Besides the guarantees required and specified elsewhere in the Contract Documents, the Contractor shall in general guarantee all work executed by the Contractor and the Sub-Contractors for a period of 12 months from the date of issue of the Virtual Completion Certificate. Those parts of the Work or equipment or installations, for which extended guarantee periods are stipulated elsewhere in the Contract Documents, shall be guaranteed for such periods that are so stipulated. The duration of the Defects Liability Period, unless specified otherwise, shall be the extent of length of such guarantee periods.

iii. The Contractor represents warranties and guarantees to the Owner, inter alia that:

- the construction of the Project shall be approved and would be capable of use, operation, performance and maintenance for accomplishing the purpose for which it has been built and acquired.

- the Work shall comply with the Specifications, Drawings, and other Contract Documents.
- the Work shall, for a period of 12 months from the date of issue of the Virtual Completion Certificate, be free from all defects and the Project shall be of structural soundness, durability, ease of maintenance, weather tightness etc.
- the materials, workmanship, fabrication and construction shall be of specified and agreed quality and all materials shall be new.
- the Work performed for the Owner shall be free from all liens, charges, claims of whatsoever nature from any party other than the Owner.

iv. Where, during such guarantee periods as mentioned above, any material or equipment or workmanship

or generally any item of work fails to comply or perform in conformity with the requirements stipulated in the Contract Documents or in accordance with the criteria and provisions of the guarantee, the Contractor shall be responsible for and shall bear and pay all costs and expenses for replacing and/or rectifying and making good such materials, equipment, workmanship, and items of work and, in addition, the Contractor shall be also responsible for and shall bear and pay all costs and expenses in connection with any damages and/or losses suffered as a consequence of such failure.

v. All guarantees required under the Contract shall be in the format approved by the Owner and submitted to the Project consultant and the Owner by the Contractor when requesting certification of the final bill.

#### 43.0 PROJECT CLOSE-OUT DELIVERABLES:

The Contractor shall be responsible to provide all the Project closeout deliverables as per the Tender Documents, prior to submitting its final bill. Such deliverables shall include but not be limited to:

- i. As-Built Drawings
- ii. O&M Manuals;
- iii. Guarantees/ Warrantees;
- iv. Special warranties;
- v. Extra material/ Attic stock;
- vi. Operations Training for the Facilities Management staff of the Owner;
- vii. Statutory approvals;
- viii. Testing and commissioning reports;
- ix. Contact list;
- x. Handing over/ taking over certificate duly accepted by Owner.

#### 44.0 DEFECTS LIABILITY:

43.1 Maintenance by contractor during Defects Liability Period: All defective items of work and defects noticed and brought to the attention of the Contractor during the Defects Liability Period shall be promptly and expeditiously attended to and replaced and/or rectified and made good by the Contractor at its own cost, to the complete satisfaction of the Estate Manager and the Project Consultant.

43.2 Replacement and/or rectification and making good by contractors of all defective materials, equipment and/or workmanship during defects liability period: The Contractor shall replace and/or rectify and make good, at its own cost, and to the satisfaction of the Estate Manager and the Owner's Representative, all defective items of work and defects arising, in the opinion of the Estate Manager, from materials, equipment, and/or workmanship not performing or being in

accordance with the Drawings or Specifications or the instructions of the Estate Manager and or other Contract Documents or the best engineering and construction practices, and which may appear or come to notice within 12 months after Virtual Completion of the Work, that is within the Defects Liability Period as per the following:

i. Any item, material or matter repaired or replaced shall receive a new Defects Liability Period of the same duration (12 months) beginning upon the date on which the said item is repaired or replaced, material or matter is returned for use to the Owner, provided that the aggregate guarantee period shall not exceed 12 months.

ii. The Contractor shall be also liable for all costs associated with damages and/or losses which are a consequence of such defective items of work and defects, and such costs shall be recouped by Estate Manager from the Contractor and shall be recovered from the Retention Money held and/or from the Contractor's final bill (if the final bill has not been certified and paid for at the time). Such defective items of work and defects as mentioned above shall, upon instruction and direction in writing of the Estate Manager and within such time as shall be specified therein, be replaced and/or rectified and made good by the Contractor at its own cost.

iii. In case of default or failure by the Contractor to replace and/or rectify and make good such defective items of work and defects, the Owner may employ and pay other persons or agencies to replace and/or rectify and make good such defective items of work and defects, and all costs, damages, losses and expenses therefore, consequent thereon and incidental thereto shall be to the account of the Contractor and such costs, damages, losses, and expenses shall be recouped by the Owner from the Contractor and shall be recovered from the Retention Money held and/or from the Contractor's final bill (if the final bill has not been certified and paid for at the time).

iv. Should the Retention Money held (and the amount in respect of the final bill if it has not been certified and paid for at the time) be insufficient to meet such costs, damages, losses and expenses, as determined by the Estate Manager and Project consultant, the Contractor shall be legally bound to pay the balance amount due under the claim to the Owner within one month of receiving notification to that effect from the Project consultant and Estate Manager. In the event of failure on the part of the Contractor to pay the balance amount due within one month as stated above, the Owner shall be entitled to invoke the performance bond and the Contractor shall raise no objection in this regard.

v. In respect of those parts of the Work for which longer guarantee periods are stipulated elsewhere in the Contract Documents, the Defects Liability Period for such parts of the Works shall be until the end of the respective guarantee period that is stipulated for each such part.

45.0 **FINAL COMPLETION OF THE WORK:** The Work shall be considered as finally complete at the end of the Defects Liability Period subject to the Contractor having replaced and/or rectified and made good all the defective items of work and defects in accordance with clause above, to the satisfaction of the Estate Manager, Project consultant, Owner and provided that the Contractor has performed all its obligations and fulfilled all its liabilities under the Contract, and when the Estate Manager has certified in writing that the Works are finally complete. Such Final Completion in respect of those parts of the project for which extended guarantee periods are stipulated elsewhere in the Contract Documents, shall be achieved at the end of such stipulated guarantee periods.

46.0 FORCE MAJEURE:

- 46.1 The right of the Contractor to proceed with the Work shall not be terminated because of any delay, subject to the time limits set forth in this clause, in the execution of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, or the Sub-Contractors, being Acts of God or that of the public enemy, act of terrorism restraints of Governing States, fires and floods. The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event), (c) economic hardship and (d) changes in applicable laws.
- 46.2 If the Contractor is wholly prevented from the performance of the Contract for a period in excess of thirty (30) consecutive days because of a Force Majeure, the Owner may terminate this Contract by Twenty (15) days written notice delivered to the Contractor, and if the period of the Force Majeure exceeds one hundred and twenty (120) consecutive days, the Contractor may terminate this Contract by Twenty (15) days written notice to the Owner. In the event this Contract is so terminated, the Contractor shall be paid for the costs of the Work actually executed up to the date of termination as certified by the Estate Manager. Such costs shall not include loss of profits or for any other expenses of the Contractor or Sub-Contractors such as salaries or wages of the employees or workers, hire charges for plant and machinery, expenses towards maintenance of establishment, demobilization, break charges or any other expense. Failure to agree on an equitable settlement shall be deemed to be a dispute under this Contract.

47.0 TERMINATION OR SUSPENSION OF THE CONTRACT BY THE OWNER:

- 47.1 If the Contractor shall be adjudged bankrupt or if he should make a general assignment for the benefit of its creditors, or if a receiver shall be appointed on account of its insolvency /bankruptcy, or if he should persistently or repeatedly refuse to carry out the Works diligently, or if he should fail to provide enough skilled workmen or materials or equipment or plant and machinery or tools or anything else necessary for the progress of the Work in accordance with the approved Construction Programme, or if he should fail to make prompt payments to Sub-Contractors or to suppliers for materials or equipment or to its workers, or if he should persistently disregard laws or ordinances of the Central / State or local governments or disregards the instructions of the Estate Manager or the Owner's Representative, or if he should be guilty of a violation or breach of any provision of the Contract, or if he has abandoned the Contract, or if he has failed to commence the Work within the time specified or if he has suspended the Work, then the Owner, may without prejudice to any other right or remedy, and after giving the Contractor seven days notice in writing, terminate the Contract and take charge of all materials, equipment, tools, and plant and machinery thereon and use these as the Owner's property for the completion of the Project. In such case the Contractor shall be entitled to receive any payment for the Work completed by him only after the Project is completed. If the amount due to the Contractor for the Work carried out by him as per the Contract terms exceeds the expenses incurred by the Owner, including for additional management and administrative services, for completing the Project and in respect of the damages and/or losses suffered by the Owner due to the Contractor's default, then such excess shall be paid to the Contractor within three months of the final completion of the Project. If such expenses for completing the Project and in respect of the damages and/or losses suffered by the Owner exceed the amount due to the Contractor, then the Contractor shall pay the difference to the Owner within one month of receiving a notice to that effect from the Estate Manager or the Owner's Representative. The expenses incurred by the Owner for completing the Work and in respect of the damages and/or losses suffered by him due to the Contractor's default, shall

be certified by the Estate Manager and its decision on this matter shall be final and binding on the Contractor.

47.2 The Owner may terminate the Work for convenience at any time for reasons other than for cause, without prejudice to any claims that the Owner may have against the Contractor, by giving the Contractor at least seven days' prior written notice thereof. In such event, the Owner shall pay the Contractor for such portions of the Work as are completed and properly invoiced under the provisions for final payment in Clause 30 hereof for Work performed prior to termination. In no event, shall the total payments made to the Contractor exceed the Contract Price, and, prior to full payment, the Contractor shall comply with the requirements for the release of claims and other documentation as appropriate as provided for under the provisions for final payment in Clause 30 hereof. The Owner's sole liability to the Contractor for termination pursuant to this Clause 48.2 shall be determined in accordance with this Clause 48.2 only and the Contractor shall not be entitled to any further payments, including without limitation, loss of anticipated profits.

47.3 The Estate Manager or Project Consultant may suspend at any time and for any reason any part of or the whole of the Work by giving at least 24hours' written notice thereof to the Contractor, specifying the part of the Work to be suspended and the effective date of such suspension. The Contractor shall cease work on said part of the Work on the effective date of such suspension but shall continue to perform any unsuspended part of the Work. During a suspension, the Contractor shall only be reimbursed for the cost of the unsuspended Work related to (a) the Contractor's employees whose work has been approved by the Estate Manager, and (b) such other items authorized by the Owner pursuant to a Change Order. The Owner may, at any time, authorize resumption of the suspended part of the Work by notifying the Contractor of the part of the Work to be resumed and the effective date of suspension withdrawal. The work should be properly resumed by the Contractor after receipt of such notice. The Owner's sole liability to the Contractor for suspension shall be determined in accordance with this Clause 48.3 and any approved Change Order, and the Owner shall not be liable for any other damages, including without limitation, loss of anticipated profits.

48.0 INTELLECTUAL PROPERTY RIGHTS:

48.1 It is hereby acknowledged and agreed that the Owner has commissioned the Work in connection with the Project and accordingly ownership of all intellectual property rights, including but not limited to property rights in the design and in all Drawings, Specifications and documents prepared by the Project consultants, the Contractor and any Sub-Contractors or Vendors belongs and shall be assigned solely to the Owner who shall be entitled to deal with the designs, Drawings, Specifications and documents in whole or in part, in any manner in the Owner's sole discretion. The Contractor hereby disclaims any right What so ever on these intellectual property rights in which cases the Owner shall be duly informed in that regard. This intellectual property right entitlement shall extend to any maintenance, repair and renewal, reinstatement and enlargement of the Project. The Contractor shall ensure that any provisions of this type necessary to protect the intellectual property rights of the Owner are included in all its contracts with Sub-Contractors.

48.2 All communications, whether written or oral, including but not limited to this Contract, its Annexure, Drawings, data sheets, Specifications, bills of material, sketches, calculations, designs and all other materials shall be treated as confidential and shall be the exclusive property of the Owner unless otherwise agreed in writing and must be

given to the Owner upon request, but in any event all such materials shall be delivered to the Owner upon termination/expiry of this Contract.

48.3 The Contractor agrees that it and its employees, agents, Sub-Contractors and consultants shall not (without the prior written consent of the Owner) during the term of this Contract or thereafter, disclose, make commercial or other use of, give or sell to any person, firm or corporation, any information received directly or indirectly from the Owner or the Project consultant or acquired or developed in the course of the Work, Project or this Contract, including by way of example only, ideas, inventions, methods, designs, formulae, systems, improvements, prices, discounts, business affairs, trade secrets, products, product specifications, manufacturing processes, data and know-how and technical information of any kind whatsoever unless such information has been publicly disclosed by authorized officials of the Owner. The Contractor agrees that prior to assigning any employee or agent or hiring any Sub -Contractor or consultant to work on this Project, such employee, agent, Sub-Contractor or consultant shall be required to execute a document containing in substance and form, a confidentiality provision similar to this provision.

48.4 The Contractor shall not, without the Owner's prior consent:

- take any photographs or videos of the Project (or any part thereof) for use otherwise than in connection with carrying out and completion of the Project;
- write for publication, or cause, information or comment or pictures about the Project;
- supply to any third person such as actual and prospective Owners, contractors, publishers, other interested parties and the like, the designs and any articles or information relating to the Project; and
- give interviews to the press including television, radio print and the like regarding the Project or the Contractor's involvement in the Work.

48.5 Notwithstanding the foregoing, this provision shall not limit the obligation of the Contractor to take photographs and/or videos on a regular basis for the purpose of providing the progress reports required by this Contract.

48.6 The Contractor, Sub-Contractors and their respective employees, representatives, agents, servants, workmen and suppliers shall not, during or after the termination/expiry of this Contract, disclose any information pertaining to this Contract or the Project to any person without the prior written consent of the Owner except when called upon to do so by a valid and lawful direction or order of a statutory or Government authority or an order of a court of law or where any of the parties require production of this document and related information for establishing their respective legal rights.

49.0 SETTLEMENT OF DISPUTES / ARBITRATION:

49.1 All disputes and differences of any kind whatsoever arising out of or in connection with this Contract whether during the progress of the work or after their completion shall be referred in writing by the Contractor to the Owner's Representative, and the Owner shall within 10 days from receipt make and notify its decisions thereon in writing to the Contractor.

49.2 Decisions, directions, clarifications, measurements, drawings and certificates with respect to any matter the decision for which is specially provided for by these or other special conditions to be given and made by the Owner's Representative or by the

Estate Manager are matters which are referred to hereinafter as exempted matters and shall be final and binding upon the Contractor and shall not be set aside on account of non-observance of any formality, any omission, delay or error in proceeding in or about the same or on any other ground or for any reason and shall be without appeal. They shall be specifically excluded from the scope of arbitration proceedings hereinafter referred to. In case of any ambiguity/dispute arising out of or related to (including the interpretation of any of the clauses in this Tender Document/purchase order/contract, decision of the Director IUCAA or his nominee shall be final and binding on all parties.

49.3 Subject to the aforesaid in the event of any dispute or difference between the parties hereto as to the construction or operation of this Contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the Owner of any certificate to which the Contractor may claim to be and entitled to or if the Owner fails to make a decision within the aforesaid time, then and in any such case, but except in any of the exempted matters referred to in the above clause, the Contractor after 90 days of its presenting final claim on the disputed matters, may demand in writing that the dispute or difference be referred to and settled by a sole arbitrator mutually acceptable to the Owner and the Contractor. In the event the parties fail to appoint a mutually acceptable arbitrator, the parties shall approach the appropriate court for appointment of the sole arbitrator. The award of the Arbitrator, shall be final and binding on both the parties. The provision as per the Arbitration and Conciliation Act 1996 shall apply to such arbitration. The arbitration venue shall be at Pune. The procedure for the arbitration shall be determined by the arbitrator. Costs of such arbitration shall be equally shared between the Owner and the Contractor.

49.4 The Contractor shall not, except with the consent in writing of the Owner, the Project consultant, in any way delay the carrying out of the Work by reason of such matter, question or dispute being referred to arbitration but shall proceed with the work with all due diligence and shall, until the decision of the arbitrator is given, abide by the decision of the Project consultant and no award of the arbitrator shall relieve the Contractor of its obligations to adhere strictly to the Owner, the Owner's Representative's or the Estate Manager's instructions with regard to the actual carrying out of the Work except as specifically affected by such award.

50.0 GOVERNING LAW: The governing law of the Contract shall be Indian law. Any disputes related or arising out of this agreement shall be subject to the exclusive jurisdiction of courts of Pune.

51.0 STANDARDS OF CONDUCT:

51.1 Maintenance of appropriate Business Standards the Contractor, in performing its obligations under this Contract, shall establish and maintain appropriate business standards, procedures and control, including those necessary to avoid any real or apparent impropriety or adverse impact on the interests of the Owner. The Owner will in no event reimburse the Contractor for any costs incurred for purposes inconsistent with such policies.

51.2 Compliance with laws, rules and regulations: Contractor represents, warrants, certificates and covenants that in connection with performance under this Contract that:

i. It shall, and the Work to be provided hereunder shall, comply with all applicable local, State, and Central laws, rules and regulations, including but not limited to those governing building constructions, environmental, safety of persons and property, Employees State Insurance, Workmen's Compensation, Provident Fund and applicable industrial/labour laws, and land development laws, rules and regulations.

ii. No services provided hereunder will be produced using forced, indentured or convicted labour or using the labour of persons in violation of the minimum working age law in the country where the Work are rendered;

iii. It shall comply with all laws regarding improper or illegal payments, gifts or gratuities; and Contractor agrees not to pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person or entity for the purpose of illegally or improperly inducing a decision or obtaining or retaining business or any advantage in connection with this Contract;

iv. It has not paid or provided and shall not pay, any gratuity for the benefit of any agent, representative or employee of the Owner other than in accordance with the Owner's applicable policies; and

v. It has not, and shall not, engage in any sharing or exchange of prices, costs or other competitive information or take any other collusive conduct with any third party supplier or bidder in connection with the preparation or submission of any bid or proposal to the Owner or the negotiation of this Contract.

vi. It will also comply with all rules and regulations of the Owner which may be in effect at the Facility site regarding employment, passes, badges, smoking, fire prevention, safety and conduct or property. On behalf of the Owner, Contractor shall request and monitor that any Contractor, Sub-Contractors, vendors and each of their employees observe such.

52.0 WARRANTY AS TO DOCUMENTS SUBMITTED TO OWNER AUDIT: The Contractor represents that all Documents, including invoice, vouchers, and financials to settlements, billings and other reports submitted or to be submitted by the Contractor to the Owner in support of an application payment are true, correct, complete and accurate in all respects. Upon request of the Owner, the Contractor agrees to cooperate fully with the Owner in the conduct of a joint audit of the billings by the Contractor for the Work.

53.0 ACCOUNTS AND AUDIT: The Contractor agrees to maintain true and accurate financial statements and books of accounts, recording all income and expenditure in relation to the Project ("Books of Accounts"). The Books of Accounts shall, at all times, be maintained at the Site or at the office of the Contractor. The Contractor agrees that the Owner, Project consultant and the Estate Manager shall have the right to conduct (or cause to be conducted) an independent audit of the Books of Accounts at any time during the subsistence of the Contract. Additionally, the Contractor agrees that the Books of Accounts shall be maintained for a minimum of 60 months subsequent to the expiry/termination of the Contract.

54.0 Tender Validity : The tenders shall remain valid for acceptance for a period of 90 days (Ninety days) after the date of tender opening prescribed in the tender document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.

55.0 Signing & Sealing of Tender:The tenderers shall submit their tenders as per tender clause.



i. The original copies of the tender shall either be typed or written in indelible ink and the same shall be signed by the tenderer or by a person(s) who has been duly authorized to bind the tenderer to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.

ii. All the copies of the tender shall be duly signed at the appropriate places as indicated in the tender documents and all other pages of the tender including printed literature, if any shall be initialed by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction, the same shall be initialed by the person(s) signing the tender.

iii. The tenderer is to seal the original copy of the tender in separate envelopes writing the address of the purchaser and the tender reference number on the envelope. The sentence **“NOT TO BE OPENED”** before **02/04/2019** (the tenderer is to put the date & time of tender opening) are to be written on these envelopes. The inner envelopes are then to be put in a bigger outer envelope, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, the purchaser will not assume any responsibility for its misplacement, premature opening, late opening etc.

The envelopes must be super-scribed with the following information:

- a) Tender Reference Number    b) Due Date    c) Name of the Vendor    d) Signature & Seal of Vendor    e) Date*

**FORM-I**

**BANK GUARANTEE FORM FOR  
PERFORMANCE SECURITY**

To  
The Director,  
Inter-University Centre for Astronomy and Astrophysics,  
Post Bag 4, Ganeshkhind, Pune 411 007

WHEREAS ..... (name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no..... dated ..... to supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a Nationalised bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs. \_\_\_\_\_ (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to and including the ..... day of ....., 20.....

.....  
(Signature with date of the authorised officer of the Bank)

.....  
Name and designation of the officer

.....  
Seal, name & address of the Bank and address of the Branch

**FORM II**

**( To be printed on letterhead )**

**Undertaking**

1. I, \_\_\_\_\_ son/ daughter/ wife of  
Shri. \_\_\_\_\_  
Proprietor/ Director/authorized signatory of the Company/Firm mentioned above, is  
competent to sign this declaration and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender  
and undertake to abide to them.
3. The information/documents furnished along with the above tender form are true and  
authentic to the best of my knowledge and belief. I am well aware of the fact that  
furnishing of any false information/ fabricated document would lead to rejection  
of my tender at any stage besides liabilities towards prosecution under appropriate  
law.
4. I / We have sealed the tender documents properly before submitting the same.
5. I / We have submitting the cost of tender along with the EMD.
6. It is certified that I/we have inspected the site and surroundings of the work  
specified in the tender documents and we have satisfied ourselves by carefully  
examining before submitting this tender as to the nature of the surface, strata, soil,  
subsoil and grounds, the form and nature of the site and local conditions, the  
quantities, nature and magnitude of the work, the availability of labour and materials  
necessary for the execution of work, the means of access to the site, the supply of  
power and water thereto and the accommodation we may require. We have made  
local and independent enquiries and have obtained complete information as to the  
matters and things referred to or implied in the tender documents or having any  
connection therewith and have considered the nature and extent of all the probable  
and possible situations, delays, hindrances or interferences to or with the execution  
and completion of the work to be carried out under the contract. We have examined  
and considered all other matters, conditions, things, probable and possible  
contingencies, generally all matters incidental thereto ancillary thereof affecting the  
execution and completion of the work and which might have influenced us in making  
this tender.

**Place : Pune**

**Authorised Signatory**

**Sign and Seal**

**Date:**

**FORM -III**

**( To be printed on letterhead )**

**DECLARATION**

Declaration letter on official letterhead stating the following:

1. We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this tender.
2. We are not black-listed by any Central/State Government/Public Sector Undertaking in India.

**Yours faithfully,**

**(Signature of the Authorized person)**

**Date:**

**Name:**

**Place:**

**Designation:**

**Seal:**

**FORM-IV**

**( To be printed on letterhead )**

**EMD refund request form**

To

Administrative Officer (Purchase)  
Inter-University Centre for Astronomy & Astrophysics  
Post bag - 4, Ganeshkhind,  
Pune University Campus,  
Pune - 411007.

**Sub :-** Request for refund of EMD deposited for tender *Internal Electrification Work Of New TLC Building At IUCAA, Pune.*

Sir,

I/We request you that EMD deposited by me/us against the tender above tender due on 02/04/2019 vide DD No. \_\_\_\_\_ dated \_\_\_\_\_ for Rs.40,000/- for providing *Internal Electrification Work Of New TLC Building At IUCAA, Pune* may kindly be refunded.

Yours faithfully,

**For M/s**

**(Signature & Seal)**