



*New Town Kolkata*

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**NAME OF WORK -- Thorough Reconstruction and Renovation of Internal ROADS at Uniworld City (UWC), New Town, Kolkata Residential Campus by Paver Block and other allied works.**

## SHORT TENDER NOTICE

Manual Open Tender (Hard Copy in two separate sealed envelopes) under Two Cover system (Techno-Commercial Bid and Price Bid) are invited as per Prequalification criteria stipulated in Tender Document for the following work at **UNIWORLD CITY (UWC), New Town, Kolkata**

Details of the Tender & Tender Documents are available in website (<https://kucaoa.in/>) and have to participate in bidding process by submission of hard copies in two separate sealed envelopes at the Facility Manager, KUCAOA Office at **UNIWORLD CITY (UWC), New Town, Kolkata** only. Interested bidders may contact at [contact@kucaoa.in](mailto:contact@kucaoa.in)

### WORK OVERVIEW

Name of work	Thorough Reconstruction and Renovation of Internal ROADS at Uniworld City (UWC), New Town, Kolkata Residential Campus by Paver Block and other allied works.
Tender No.	KUCAOA/RFP/ROAD/2/26 :(2ND CALL)
Estimated Cost	₹8,50,00,000 (Rupees Eight Crore fifty Lakh Only. ) exclusive of GST.
Time of Completion	8 Months
Last date of submission of tender	26.02.2026 (up to 15:00 hrs)
Date of Opening of Tender	26.02.2026 (after 16:00 hrs)

### PRE-QUALIFICATION CRITERIA FOR BIDDERS: -

The intending bidder must have successfully completed similar works of '**Construction and / or renovation of Roads/ Pavements with Heavy duty paver Block (M40 Grade or higher)**' during last 7 (seven) years ending last day of month previous to one in which applications are invited and the experience should be either of the following:-

- (i) 03 (Three) completed works each costing<sup>#</sup> not less than 30 % of the estimated cost put to tender (without GST). Or
- (ii) 02 (Two) completed works each costing<sup>#</sup> not less than 40 % of the estimated cost put to tender (without GST). Or
- (iii) 01 (One) completed work costing<sup>#</sup> not less than 60 % of the estimated cost put to tender (without GST).

The Total Cumulative Annual Financial Turnover of the bidding firm during the last three years, ending on 31-03-2025, should be at least of Rupees 17.00 (Seventeen) Crores in Last Three Financial Years ending 31.03.2025.

The same should be audited as per relevant norms wherever required along with UDIN of the Auditor.

**\*Reconstruction/ Renovation of Roads/ Pavements with Heavy duty Paver Block (M40 Grade or higher) would only be considered as Credentials for Work Experience.**

**\* Work experience, as a sub-contractor or supply contractor partner shall not be considered as the requisite qualification.**

**\* Value of work without GST.**

**NOTICE INVITING TENDER**

Manual Open Tender (Hard Copy in two separate sealed envelopes) is invited from reliable, bonafide & experienced agency with required experience as per prequalification criteria stipulated in tender document for “Thorough Reconstruction and Renovation of Internal ROADS at Uniworld City (UWC), New Town, Kolkata Residential Campus by Paver Block and other allied works.”

**SCHEDULE OF TENDER (SOT)**

<b>A. TENDER NO.</b>	<b>KUCAOA/RFP/ROAD/2/26 : (2ND CALL) DATE 10.02.2026</b>
<b>B. MODE OF TENDER</b>	Details of the Tender & Tender Documents are available in website ( <a href="https://kucaoa.in/">https://kucaoa.in/</a> ) and bidders have to participate in bidding process by submission of hard copies in two separate sealed envelopes (Techno Commercial Part and Financial Part) at the Facility Manager Office at UNIWORLD CITY (UWC), New Town, Kolkata only. Interested bidders may contact at <a href="mailto:contact@kucaoa.in">contact@kucaoa.in</a>
<b>C. ESTIMATED COST OF THE WORK</b>	<b>₹ 8,50,00,000 (Rupees Eight Crore Fifty lakh only)</b>
<b>D. UPLOADING OF TENDER INVITING BIDS IN THE WEBSITE OF KUCAOA</b>	<b>11.02.2026 (FROM 14:00 HOURS ONWARDS)</b>
<b>E. COST OF TENDER DOCUMENT</b>	<b>RS – 5,000/- (RS. FIVE THOUSAND ONLY)</b>
<b>F. EARNEST MONEY DEPOSIT</b>	<b>RS – 8,50,000/- (RS. EIGHT LAKH FIFTY THOUSAND ONLY)</b>
<b>G. DATE OF CLOSING OF TENDER (FOR SUBMISSION OF TECHNO-COMMERCIAL BID &amp; PRICE BID).</b>	<b>26.02.2026 (Up to 15:00 hrs)</b>
<b>H. DATE &amp; TIME OF OPENING OF TECHNO- COMMERCIAL BID IN PRESENCE OF THE BIDDER (NOT MORE THAN ONE PERSON PER BIDDER )</b>	<b>26.02.2026 (after 16.00 hrs.)</b>
<b>I. OPENING OF PRICE BID AT THE OFFICE OF KUCAOA MENTIONED ABOVE.</b>	<b>Will be informed to eligible Bidders by KUCAOA on 24 hrs notice</b>

**NOTE: IN THE EVENT OF ANY UNFORESEEN CLOSURE OF WORK / HOLIDAY ON LAST DUE DATE OF SUBMISSION / OPENING OF TENDER, THE DATE WILL BE AUTO EXTENDED ON THE NEXT WORKING DAY WITHOUT ANY FURTHER NOTICE.**

**ANNEXURE A: IMPORTANT INSTRUCTIONS FOR MANUAL OPEN TENDER (HARD COPY IN TWO SEPARATE SEALED ENVELOPES)**

1.	All entries in the tender should be entered offline - Technical & Commercial Formats without any ambiguity.
2.	Manual Open Tender (Hard Copy in two separate sealed envelopes) cannot be accessed after the due date and time mentioned in NIT/RFP.
3.	UWC, New Town, Kolkata reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
4.	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
5.	No deviation to the technical and commercial terms & conditions are allowed except mutually agreed upon.
6.	The bidders must submit all the documents required as per terms of tender. Any other document submitted which is not required as per the terms of the tender shall not be considered.
7.	The bid will be evaluated based on the filled-in technical & commercial formats.
8.	Bidder has fully read and understood the entire Tender Document, Corrigendum and Addendum, if any downloaded from under the instant Tender and no other source, and will comply with the said document, Corrigendum and Addenda. A declaration in this regard is to be submitted by the bidder as Annexure given.
9.	(A) Tender will be opened manually on specified date and time as mentioned in the RFP. (B) <b>Necessary addendum/corrigendum (if any) of the tender would only be hoisted in the UWC, New Town, Kolkata website.</b>

<b>Offer Submission Address</b>	<b>Office of the Facility Manager, Flat No. – 001, Down Town Tower – 2 Uniworld City, New Town, Action Area III, Kolkata-700160</b>
<b>Contact for Queries</b>	<b>Email: <a href="mailto:fm@kucaoa.in">fm@kucaoa.in</a> Phone: (033) 4064 – 8132 / +91-8296069461</b>

**ANNEXURE-B COMMERCIAL TERMS & CONDITIONS**

1.	Mere participation in Manual Open Tender will not mean that a particular bidder will be automatically considered qualified and their bids will be entertained. Such qualification will be reviewed at the time of techno-commercial evaluation of bids also.
2.	The Terms and Conditions of the Tender shall be read in conjunction with the Bill of Quantities and other documents forming part of this Contract wherever the Contract so requires.
3.	The several documents forming the Contract shall be taken, as mutually explanatory to one another and in case of any discrepancies; the Bill of Quantities shall prevail over the Specifications and the Terms and Conditions.
4.	Intending bidders must take into account any cost or expense incurred by them in connection with the preparation and submission of their bids or for any other expenses incurred in connection with such bidding.
5.	Bidder shall get himself thoroughly familiarized with the site conditions, existing ROAD facilities for carrying materials etc. before submission of the Tender. The work will be executed in <b>several phases on the different Roads of UWC, New Town, Kolkata as per the diversion plan so as to maintain smooth movement of traffic during execution of works.</b> i.e. Site of work will be handed over in piece meal form. He may contact the Facility Manager, KUCAOA, New Town, Kolkata or his authorized representative at his office in this regard. Non-compliance of the same will in no way relieve the successful bidder of any of his obligations in performing the work in accordance with this Bid Document within the quoted price.
6.	VALIDITY: The tender shall remain open for acceptance for a period of 120 Days from the date of opening of techno-commercial bid.
7.	NON- RESPONSIVE BIDDER :- The offer/tender shall be treated as non-responsive, if it :
i.	Does not meet the Qualification Criteria as stipulated in the NIT/RFP.
ii.	The bidder submits conditional offer / impose own terms and conditions / does not accept tender conditions completely/offer or tender if submitted with any deviation from the tender terms & conditions.
	In addition to above, a bidder may be disqualified if –
	a) The bidder provides misleading or false information in the statements and documents submitted.
	b) Record of unsatisfactory performance during the last seven years, such as abandoning of work or rescinding of contract for which the reasons are attributable to the non-performance of the contractor or inordinate delays in completion or financial bankruptcy etc.
	c) The decision of KUCAOA, in this regard shall be final and binding on the Bidder.
	Offer / tender is submitted with any deviation from the tender terms & conditions.
8.	In the event of the successful bidder failing to execute the order within the stipulated delivery period without sufficient reasons acceptable to KUCAOA, the Security Deposit may be forfeited and the order be cancelled at the option of the UWC apart from other actions.
9.	The bidder shall quote his price as per the Bill of Quantities in the Price bid
10.	Orders may be placed in full/part to the lowest bidder.
11.	Price(s) to be quoted should remain firm over the contract period.
12.	The prices quoted shall be including all statutory levies excluding GST, which shall be paid extra.
13.	EVALUATION CRITERIA: As per relevant clause of Tender document.
14.	PAYMENT: As per Tender document.
15.	Location: As per Tender document.
16.	Time of Completion: As per Tender document.
17.	Work is to be carried out as per terms & condition of the contract document.
18.	Price adjustment/ Escalation clause: The Contract shall be executed on a firm and fixed price basis. No escalation or price adjustment shall be admissible on any account, including increases in material, labour, fuel, transportation, or statutory levies (except GST). The quoted rates shall remain firm throughout the contract period, including extensions granted without additional cost.
19.	Technical capacity: As stipulated in Tender document.
20.	Financial capacity: As stipulated in Tender document.

**Besides the above conditions all other conditions as stated in the NIT/RFP, BOQ, Special Conditions of Contract, Instruction to the tenderers, G.C.C. shall have to be agreed by the Bidders.**

**ANNEXURE-C**

**Uniworld City (UWC) , New Town, Kolkata**

RFP No.: KUCAOA/RFP/ROAD/2/26: (2ND CALL)      Date 10.02.2026

NOTE: Last Date of Download of Tender document : **26.02.2026** (up to 14.00 hours)

Tender is due for submission by 15.00 hours On **26.02.2026**

**TECHNO COMMERCIAL BID**

**Name of Work** – Thorough Reconstruction and Renovation of Internal ROADS at Uniworld City (UWC), New Town, Kolkata Residential Campus by Paver Block and other allied works.

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## INSTRUCTIONS TO BIDDER

Thorough Reconstruction and Renovation of Internal ROADS at Uniworld City (UWC), New Town, Kolkata Residential Campus by Paver Block and other allied works.

### 1. GENERAL

The work as described in the tender shall be executed in Newtown, Kolkata and in accordance with the attached Special Conditions of Contract, Particular specifications, and Drawings (if any) & detailed Bill of Quantities. Location Plan of the place of work might be inspected at the OFFICE OF KUCAOA, Uniworld City (UWC), New Town, Kolkata on any working day before quoting for the tender.

### 2. MODE OF SUBMISSION OF BID:

- i) Please read this scheme document carefully before submission of the bid.
- ii) Complete set of bid document shall be available for download by interested bidders from web portal of KUCAOA (<https://www.kucaoa.in>).
- iii) Bid as per direction should be submitted physically by dropping it in the Tender Box kept in the facility office or through speed post.  
**Submission Address:** Office of the Facility Manager, Office of KUCAOA, 0001, Downtown Tower 2, Uniworld City, New Town, Action Area III, Kolkata-700160.
- iv) All bidders must submit their offers strictly in accordance with the terms and conditions set out in the bid documents and no deviation will be accepted. The Bid documents shall be put in 2 (two) separate sealed envelopes as follows:

#### ENVELOPE-I:

- It shall contain Techno commercial Documents of the bidder and shall contain the following:
- a. A demand draft for Rs 5000/- (Rupees Five Thousand Only) towards cost of TENDER BID documents, drawn in favor of **Kolkata Uniworld City Apartment Owners Association**.
  - b. A covering letter containing the following declarations: - That the Bidding Firm has Not been debarred / de-listed by any Govt / Quasi Govt. / Public Sector undertaking in India. The proprietor/partner(s)/authorized signatory of the bidding firm (in the case of proprietorship firm /partnership firm /limited company, as the case may be) is/are not associated with any other firm bidding for the same work.
  - c. Earnest Money Deposit as mentioned at Para 3 of instruction to the bidder (EARNEST MONEY) below.
  - d. A Bid shall contain the scanned copies of documents which are to be submitted - Refer Annexure D

#### ENVELOPE -II :

It shall contain with Price Bid as per BOQ and Form of Bid duly signed, sealed & filled up by the bidder.

**ENVELOPE -III:**

**Envelope-I & Envelope-II** shall be put in a sealed COVER superscribed with superscribed with the “RFP Number” with the bidder’s name, Postal address and FAX / E-mail address of the Bidder.

- v) Late Offers shall not be accepted. KUCAOA / Bid Issuing Authority will not be responsible for any misplacement or late receipts through post or any request for issuance of Bid documents and for subsequent submission thereof.
- vi) All the bidders should submit the Bid in accordance with the Mode of submission of Bid as aforesaid.

**N.B.-1** The bidder will have to produce the original documents or any additional documents, if asked for, to satisfy the Authorities.

**N.B.-2** Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements.

**3. EARNEST MONEY:**

An Earnest Money of the bid is **Rs 8,50,000/- (Rupees Eight Lakh Fifty Thousand Only)** shall be applicable.

Earnest Money shall be deposited by Banker’s Cheque or by Demand Draft of any Nationalized Bank/Scheduled Bank of India drawn in favour of **Kolkata Uniworld City Apartment Owners Association** (KUCAOA), payable at Kolkata.

Earnest Money in the form of Banker’s Cheque/ Demand Draft shall be submitted in a separate sealed envelope marked “**EARNEST MONEY**” and superscribed with the title of the work, Bid No, Bidder’s identity, etc.

**4. OPENING OF BIDS:**

- i. Only Envelope-I with techno commercial bid will be opened on the date and time as fixed in the Bid document, at the designated address provided in the RFP.
- ii. Envelope-II containing the price bid will be kept under the custody of KUCAOA. After evaluation / scrutiny of documents in the Envelope-I are completed, the Envelope-II i.e. “Price Bid” documents only of accepted Bidders satisfying the Eligibility Criteria stipulated in the bid shall be opened at a later date, with due intimation to such Bidders.

**5. VALIDITY OF OFFER:**

The Tender shall remain valid for a period of **120 Days** from the date of opening the same. Before expiry of this validity period, the Bidder will not be able to amend his quoted rates or tender, making them unacceptable for KUCAOA and / or withdraws his offer.

**6. DETAILED SCRUTINY OF TENDERERS:**

6.1 During the course of examination of the bid, the bidders, if asked for, shall furnish any or additional document(s) for the purpose of evaluation of his / their bids.

**7. EVALUATION CRITERIA:**

The date of opening of tender as per RFP shall imply opening of techno-commercial bid only on that date. After opening of bids, evaluation of techno-commercial part of all the bids shall be done. Price Bid of techno-commercially qualified bidders shall be opened at a later date after due evaluation with intimation to all the bidders, whether Techno-Commercially qualified or not. After opening of Price Bids of techno-commercially qualified bidders, further process shall be considered by the Tender Inviting Authority and the decision of the Tender Committee would be final.

**8. ACCEPTANCE OF TENDER:**

- 8.1. KUCAOA reserves the right to accept / reject any / all offer(s) without assigning any reason thereof and also reserve the right to accept the tender in part or as a whole.
- 8.2. Any attempt to exercise undue influence in the matter of acceptance of Tender is strictly prohibited and any Tenderer who resorts to this will render his tender liable to rejection.
- 8.3. The successful Tenderer will be notified in writing of the acceptance of his tender. The "Tenderer" then becomes the "Contractor" and he shall forthwith take steps to start the work immediately and further execute the Contract Agreement within six weeks of issue of Letter Of acceptance and fulfill all his obligations as required by the Contract.
- 8.4. The receipt of the Letter Of Acceptance (LOA) by the Bidder by any means of communication (i.e. registered Post or Electronic means) will be considered of the LOA having been received by the Bidder and termed to be a formal Agreement between the Bidder and KUCAOA to start the works.
- 8.5. Earnest Money of the successful Bidder would be forfeited if the Bidder refuses to start the works within a reasonable time thereafter.

**9. REFUND OF EARNEST MONEY:**

- a) The Earnest Money received, will be refunded or released as the case may be to the unsuccessful Bidders without any interest within 7 days from the date of issue of Letter of Acceptance or just after the expiry of the validity of the offer, subject to the provisions made in "Validity of Offer" Clause herein.
- b) The same DD/ BC/ Pay order etc. of unaccepted Bidders, submitted as Earnest Money, shall be returned / refunded without any interest.

**10. SECURITY DEPOSIT:**

- a) The Security Deposit shall be 5% of the contract value. The Bid Security submitted by the Contractor with his tender will be retained/encashed by the KUCAOA as part of security for the due and faithful fulfilment of the contract by the Contractor. Provided further that, if Contractor submits the Cash or Term Deposit Receipt issued from a Scheduled commercial bank of India or irrevocable Bank Guarantee Bond from a Scheduled commercial bank of India,

either towards the Full Security Deposit or the Part Security Deposit equal to or more than Bid Security, the KUCAOA shall return the Bid Security (Earnest Money), to the Contractor.

- b) Balance of Security Deposit may be deposited by the Contractor in cash or Term Deposit Receipt issued from Scheduled commercial bank of India or irrevocable Bank Guarantee bond issued from Scheduled commercial bank of India, or may be recovered at the rate of 10% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the KUCAOA may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract. The Irrevocable Bank Guarantee submitted towards Security deposit shall be initially valid up to the stipulated date of Completion Period plus 60 days and shall be extended from time to time, depending upon extension of contract, if any.
- c) Refund of Security Deposit: Security Deposit shall be returned to the Contractor along with or after, the following:
  - a. Final Payment of the contract.
  - b. Execution of Final Supplementary Agreement and Certification by Engineer in charge that the works have been completed satisfactorily as per the specifications and KUCAOA has No Claim on Contractor.
  - c. Within 3(three) months of the completion of the works.
- d) Forfeiture of Security Deposit: Whenever the contract is terminated/ rescinded as a whole the Security Deposit already with KUCAOA under the contract shall be forfeited.

**11.PERFORMANCE GUARANTEE:**

- a) The Performance Guarantee (irrevocable Bank Guarantee) for the works will be 5% of the final bid amount/ Quoted Value for the works.
- b) The successful bidder shall have to submit a Performance Guarantee (irrevocable Bank Guarantee ) within 15 (Fifteen) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 15 (Fifteen) days and up-to 30 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. Further, if the 30th day happens to be a declared holiday, submission of PG can be accepted on the next working day.
- c) The Performance Guarantee (irrevocable Bank Guarantee) shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This PG shall be initially valid up to the stipulated date of completion of Maintenance/Guarantee period plus 30 days beyond that (i.e. 5 years from the stipulated date of completion (+) 30 days). In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work & Maintenance/Guarantee period plus 30 days (i.e. 5 years from the revised date of completion (+) 30 days).

**12. Delay/ Extension of time/ Liquidated Damage/ Termination of Contract.**

Normally no extensions of the scheduled delivery or completion dates should be granted except where events constituting force majeure, as provided in the contract, have occurred or the other circumstances demands for. Upon written request from the contractor, Extension of time may be granted by KUCAOA, based on the merit of the situation.

**13. MISCELLANEOUS:**

- i) Bidder shall submit his offer for complete scope of work, strictly in accordance with the tender documents. Any deviation from the tender documents and / or any incomplete tender shall not be considered.
  - ii) The bidder shall not impose his own terms & conditions in his offer or quote his rates based on his own terms and conditions. Such bids are liable to rejection at the option of the KUCAOA without further reference to the bidder.
  - iii) All materials shall have to be procured by the successful Bidder and shall be of the best and approved quality conforming to relevant specifications. The successful Bidder shall also arrange for the supply of all labour, tools and plants as stipulated in the Special Conditions of Contract, required for efficient execution of the work.
  - iv) All measuring units are in Metric System and rates and sums in the tender are in Indian Currency. The language used throughout shall be in English.
  - v) The Tender Documents with all the enclosures, appendices, Abstract Form of Tender and Form of Tender shall be required to be complete, duly filled in and signed and submitted.
  - vi) The Bidder shall give a declaration about the names of their relations employed in KUCAOA. It is not the intention to debar the Contractors from working if their relatives are working in KUCAOA, but such a declaration is necessary in the interest of KUCAOA against any possible lapses.
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## SPECIAL CONDITIONS OF CONTRACT

**Name of Work**– Thorough Reconstruction and Renovation of Internal ROADS at Uniworld City (UWC), New Town, Kolkata Residential Campus by Paver Block and other allied works.

### GENERAL:

These provisions though given in a separate section are part of the tender documents which must be read as a whole, the various sections being complementary to one another and are to be taken as mutually explanatory. These provisions shall be read in conjunction with the other parts of the tender documents viz. Notice Inviting Tender and Instructions to Bidder, Particular specifications, Drawings, Bill of Quantities and other documents forming part of the Contract. In case of any discrepancy or ambiguity in the documents, the order of precedence of the documents as stated below will apply.

### 1. CORRELATION AND ORDER OF PRECEDENCE OF TENDER DOCUMENTS:

If the stipulations in the various tender documents be found to be at variance in any respect, one will override others (but only to the extent these are at variance) in the order of precedence as given in the list below, i.e. any particular item in the list will take precedence over all those placed lower down in the list.

- (a) Order letter.
- (b) Bill of Quantities
- (c) Particular specifications of work.
- (d) Special Conditions of Contract.
- (e) General Conditions of Contract.

In case of any dispute, question or difference either during the execution of the work or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the President, KUCAOA, thereon shall be final and binding upon all parties. All disputes arising out of or in connection with this Contract shall be resolved through arbitration in accordance with the Arbitration and Conciliation Act, 1996. A Sole Arbitrator shall be jointly appointed by KUCAOA and the Contractor. The seat and venue of arbitration shall be Kolkata, and the language shall be English. The Contractor shall continue performance during arbitration unless otherwise directed.

### 2. SCOPE OF WORK:

The scope of the work majorly includes all the works as per the bill of quantities for Thorough Reconstruction and Renovation of Internal ROADS. However, the contractor if required, should execute additional items beyond the BOQ. Extra items not specifically mentioned in the BOQ shall be executed only with prior written approval of KUCAOA. Payment shall be made as per the latest PWD, Roads & Buildings, Schedule of Rates (SOR) Govt. of West Bengal, including applicable contractor's premium. For items not covered under PWD SOR, payment shall be based on market-rate analysis approved by KUCAOA, with contractor's overheads and profit capped at 10%.

### 3. LOCATION:

The work shall have to be executed at the carriageway of UWC and other locations, if required.

**4. ACCESS TO THE SITE:**

UWC will arrange necessary gate passes for entering the site.

**5. WORK SITE:**

The site is located at UWC, Newtown Area. Tenderer must visit the work site and its surrounding before submission of the tender, so that due consideration is given to the local conditions at site. The intending tenderer should contact Facility Manager, KUCAOA, to make the site inspection along with his representative.

**6. SITE CONDITIONS & METHOD OF WORK:**

Proper care should be taken to provide adequate protection to the existing structures and cables (telephone, computer, etc) all such installations against any damage at the Contractor's risk and expense. Any damage / defect to existing structures arising due to the faulty execution of the work shall have to be rectified forthwith as directed to the satisfaction of the Engineer, without charging extra.

**7. TIME OF COMPLETION:**

The work to be commenced as per the instructions from the Authorized representative of KUCAOA on receipt of the Letter of Acceptance and to be executed as and when directed for a period of **8 Months** (including preliminary time) from the date of issue of Letter of Acceptance.

Time is the essence of the contract agreement and the works are required to be completed within the stipulated time period. However, an extension of time for the completion of works may be given on the merit of the case as desired by KUCAOA.

In case of a Failure of the contractor to complete the works as stipulated in the agreement KUCAOA reserves the right to terminate the agreement with a 7 (seven) day notice and forfeit the security deposit and Performance Guarantee available with KUCAOA.

The Defect Liability Period for all works executed under this Contract shall be 24 (Twenty-Four) months from the certified date of completion. The Contractor shall rectify all defects, settlement, unevenness, or deterioration at its own cost within 48 hours of intimation. Failure to do so shall entitle KUCAOA to get the defects rectified through third parties and recover the cost from the Contractor's Security Deposit or Performance Guarantee.

**8. SUFFICIENCY OF TENDER:**

i) All data / information as furnished herein or inspected and / or collected by the tenderer for the purpose of the work should be properly assessed, interpolated or utilised in his offer at his own responsibility and UWC does not guarantee sufficiency or adequacy of the data / information so supplied to him or collected or understood by the tenderer.

ii) The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates stated in the priced Bill of Quantities and the rates shall cover all his obligations under the contract and all matters and things necessary for the proper construction, completion, commissioning and maintenance of the work.

**9. ACCESSIBILITY FOR CHECKING AND SUPERVISION:**

The engaged Contractor is to provide necessary arrangement for free access to the KUCAOA and personnel for supervision and checking of the subject work at his own cost.

**10. RESPONSIBILITY OF THE CONTRACTOR FOR METHODOLOGY OF WORKS:**

- i) The Contractor shall be solely responsible for the methodology and detailed working for the whole of the works, keeping in mind the site conditions and shall supply to the Engineer such particulars thereof as he may require from time to time.
- ii) Approval , for the Drawings and sketches, if necessary including those of the plant and machinery that would be used, their locations, arrangements for conveying and handling materials etc., should be obtained from the Engineer well in advance for starting each item of work. The Engineer reserves the right to suggest modifications or make concrete changes in the methods proposed by the Contractor whether accepted previously or not at any stage of the work, to obtain the desired accuracy, quality and progress of the work, which will be final and binding on the Contractor.

**11. TEMPORARY WORKS:**

The successful tenderer shall be allowed for providing labour and materials for the construction and removal of all temporary works, e.g. site office, site store, scaffolding, fencing lighting; watching, tube well and pipe lines etc. required for constructional purpose as well as for drinking water purpose of contractor's men, water supply, vats, platform, etc. as may be necessary for the successful execution, completion and maintenance of works without any extra cost to the KUCAOA and the rates should be quoted accordingly. No rent shall, however, be charged to the contractor for construction/erection of such temporary sheds and structures.

**12. ILLEGAL GRATIFICATION**

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner or agent or servant or anyone on his behalf, to any employee of the KUCAOA or to any person on his behalf in relation to obtaining or execution of this contract shall, in addition to any criminal liability which he may incur, subject Contractor to the Termination/ Rescission of the contract.

**13. MOBILIZATION ADVANCE:**

Mobilization Advance @ 10% of the agreement value will be considered by KUCAOA on deployment of plant & machinery at site by the contractor and submission of a Bank Guarantee of an equivalent Value from a Govt. Approved Bank in favour of The Treasurer, KUCAOA. The Recovery of the mobilization Advance will be done in two equal parts from the running on Account Bills of the Contractor.

**14. MAINTENANCE PERIOD**

The Contractor shall maintain the completed works for a period of **5 (Five) year** from the date of completion as certified by the Engineer in charge or his authorized representative. All damage, if any, to be rectified within 24 hours of intimation.

The Performance Guarantee would be released only after the successful completion of the Maintenance/Guarantee period of **5 (Five) year** failing which the Performance Guarantee would be forfeited by KUCAOA.

**15. PLANT & CONSTRUCTIONAL EQUIPMENT:**

The contractor shall supply his tools, plants and constructional equipment within his quoted rates.

**16. CONTRACT PRICE:**

The “**Contract Price**” for this contract means the sum named in the tender subject to such additions thereto, deductions there from or reductions due to supply of any materials by the KUCAOA as provided for in the Contract.

**17. SAFETY MEASURES:**

The bidder shall adhere to safe construction practice, guard against hazardous and unsafe working conditions and follow all safety precautions for prevention of injury or accidents and safeguarding life and property. The contractor shall comply with relevant provisions of shall be afforded all facilities for inspection of the works, tools, plant, machineries, equipment’s etc. wherever so required. The bidder shall also comply with any instruction issued by the Engineer, KUCAOA’ Safety Officer, Safety Inspector in regards to safety which may relate to temporary, enabling or permanent works, working of tools, plants, machineries, equipment, means of access or any other aspect. The contractor shall provide all necessary first aid measures, rescue and lifesaving equipment to be available in proper condition.

The successful bidder shall further ensure that –

No damage is caused to plants and vegetation unless the same is required for execution of the project proper.

The work shall not pollute any source of water / land / air surrounding the work site so as to affect adversely the quality or appearance thereof or cause injury or death to animal and plant life.

His office & labour hutment etc. shall be maintained in a clean and hygienic condition throughout the period of their use and different effluents of the labour hutment shall have to be disposed of suitably.

**18. POWER SUPPLY:**

If available and if required, suitable power supply may be arranged by KUCAOA at the nearest existing supply point of the site of work on receipt of request letter from the Contractor to that effect. All necessary arrangements for the distribution at site will have to be made by the Contractor at his own.

Charges for consumption of power shall be periodically recovered from the Contractor’s Bill at the rates as prevalent amended from time to time including installation and hire charges for meters. KUCAOA do not guarantee uninterrupted power supply from the above sources and Contractor shall not be compensated for any delay in providing / irregularity of power supply. The Contractor shall have to arrange for the supply of power at his own cost during such periods.

**19. WATER:**

If available and if required, suitable water supply may be arranged by UWC at the nearest existing supply point of the site of work on receipt of request letter from the Contractor to that effect. All necessary arrangements for the distribution at site will have to be made by the Contractor at his own. The Contractor shall have to arrange for the supply of water at his own cost incase the same could not be arranged by KUCAOA .

**20. KEEPING THE SITE AND WORKING AREA CLEAR:**

The Contractor shall at all times keep the site and working areas free from all surplus materials, rubbish and offensive matter all of which shall be disposed of in a manner to be approved by the Engineer’s Representative.

**21. PROTECTION OF EXISTING SERVICES:**

The contractor must pay full attention to the fact that the existing service facilities for users are not distributed at any time due to storing of materials and rubbish and take every precaution to keep the entrance passage clear if the same are being used by the labourers.

**22. CLEANING DURING EXECUTION AND AFTER COMPLETION:**

On completion of the works the contractor shall reinstate and make good any property or land which might have been disturbed and/or damaged by his works. He should also clean the site as required during execution and fully clear the site after completion of all the works.

**23. METHOD OF MEASUREMENT:**

Unless otherwise specified in the Particular Specifications and Bill of Quantities, the work shall be measured in accordance with relevant IS Specification & as referred in the RFP.

**24. ON ACCOUNT PAYMENT:**

On account payment to the Contractor shall be arranged monthly at the discretion of the Engineer on the basis of measurements of completed works at the quoted rates in the Bill of Quantities. The Bills should be submitted by the contractor in quadruplicate to the Facility Manager, KUCAOA with necessary documents in original. Subject to the availability and feasibility of system, KUCAOA may make payment directly to the contractor's designated Bank account. For this purpose, the contractor will have to indicate (i) name of bank (ii) branch name (iii) branch code and (iv) designated account number in the "Abstract Form of Tender". In case payment is made directly through bank, the contractor may be required to submit a pre-receipt as per instruction of KUCAOA .

The GST part of all running on-account bills shall be paid after submission of payment certificate/ receipt of the GST component by the contractor with the Govt.'s Concerned Authority. The same shall be reimbursed on compliance of necessary requirements as per GST rule.

**25. LABOUR, TOOLS & PLANTS:**

The Contractor shall supply all necessary labour, tools and plants required for satisfactory execution of the work.

**26. VARIATION IN QUANTITIES:**

The quantities in the scope of works are approximate and are subject to vary as per actual work done at site.

The Contractor shall be bound to carry out the work at the accepted rates and shall not be entitled to any claim or any compensation whatsoever up to the limit of 25% variation in quantity of individual item of works.

The KUCAOA will have the right to get the enhanced quantities of the bid items executed through another contractor and there will be no binding on KUCAOA to get the enhanced quantities executed through the existing contractor.

**27. ROYALTY**

Royalty as applicable from time to time for various materials like laterite boulders, moorum, sand, stone chips etc., obtained by the Contractor, his agents or sub-Contractors from Government or private quarry/land for this contract work shall be paid by the Contractor at prevailing rates. He shall indemnify the KUCAOA against any claim from the Government / other authorities for short or non-recovery of royalty charges and shall pay such short or non-recovery amount(s) on demand to the appropriate authorities at any subsequent times.

**28. CONTRACT LABOUR LAW**

The Contractor must comply with the provisions of Contract labour (Regulation & Abolition) Act 1970 and Contract Labour (Regulation & Abolition) Central Rules 1971 and the rules framed there under with all modifications/amendments being enforced from time to time.

The Contractor shall indicate maximum number of workmen to be engaged on any day for execution of the work in the appropriate place in the ABSTRACT FORM OF BID & he shall have to obtain a regular /permanent license as per sec12(1) of the Contract Labour Act.

Further, whenever a contract work has commenced or completed, the contractor has to intimate the same to the Assistant Labour Commissioner (Central) / labour Enforcement Officer (Central) in Form IV-A , within 15 days of such commencement or completion.

Also, as per "Building & Other Construction Workers (Regulation Of Employment & Conditions Of Service Act- 1996 and Central Rule 1998, contractors engaging Ten (10) or more building workers in any building or other construction works, has to obtain a certificate of registration without fail under the referred act.

The contractor has to arrange for displaying the name of the Regional Labour Commissioner (Central) Asst. Labour Commissioner (Central) & Labour Enforcement Officer (Central) at his worksite(s).

The contractor shall inform the Principal Employer the date, time & venue of disbursement to be made by him to his workers. The successful bidder shall also be required to put up a notice at the site of work mentioning the date, time & venue of disbursement to be made by him to his workers and he or his authorized representative shall have to be present during period of disbursement.

**29. COMPLIANCE WITH E.S.I ACT**

If applicable, the successful bidder will have to comply with provisions of "Employers State Insurance Act – 1948", along with amendments (if any) issued from time to time. He shall obtain ESI registration and shall deduct employees' contribution @ 1.75 % of the wages of each of the employees' and shall deposit the same together with employer's contribution @ 4.75 % of such total wages payable to the employees or at such rates as fixed by the competent authority from time to time.

In case, where an employee is not covered under ESIC Scheme (or contribution not paid for him regularly) and meet an accident during and arising out of his employment, the contractor being the immediate employer, shall be liable to pay him suitable compensation.

The contractor will be required to submit Xerox of all payment challans and produce the original for verification to the representative of the principal employer, i.e. Sr. Facility Manager.

**30. COMPLIANCE WITH E.P.F & M. P. ACT:**

The successful contractor will have to comply with provision of EPF & MP Act –1952 (along with amendments, if any), issued from time to time. If asked for by the Employer, the contractor will be required to submit Xerox of all payment challans and produce the original for verification to the representative of the principal employer.

**31. CLARIFICATION OF BIDS:**

To assist in the examination and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakup/analysis of unit rates. The request for clarification and the response shall be in writing, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders. No Tenderer shall contact the Employer on any matter relating to his Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, he should do so in writing.

Any effort by the Tenderer to influence the Employer's Tender evaluation, Tender comparison or contract award decisions, may result in the rejection of his Tender.

**32. TAXES & DUTIES:**

The prices quoted shall be including all statutory levies excluding GST, which shall be paid extra. Supplier/service provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.

The Supplier/ Service Provider agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws.

Supplier/Service Provider should ensure accurate transaction details, as required by GST laws, are timely submitted in GSTN. In case there is any mismatch between the details so submitted in GSTN by Supplier/ Service Provider and details available with KUCAOA then payments to Supplier/Service Provider to the extent of GST relating to the invoices/s under mismatch may be retained from due payments till such time KUCAOA is not sure that accurate tax amount is finally reflected in the GSTN to UWC's Account and is finally available to Uniworld City (UWC), New Town, Kolkata in terms of GST laws and that the credit of GST so taken by KUCAOA is not required to be reversed at a later date along with applicable interest.

KUCAOA has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the supplier/service provider. Any loss of input tax credit to Uniworld City (UWC), New Town, Kolkata for the fault of supplier shall be recovered by KUCAOA by way of adjustment in the consideration payable.

Supplementary invoices/Debit note/credit note for price revisions to enable KUCAOA to claim tax benefit on the same shall be issued by bidder for a particular year before September of the succeeding Financial Year.

The purchase order/ work order shall be void, if at any point of time bidder is found to be a black listed dealer as per GSTN rating system and further no payment shall be entertained.

**33. DISPARITY IN QUOTED RATE/AMOUNT:**

If there is any disparity between the quoted rate in figures and in words, the rate quoted in words shall prevail and the Final Tender offer Amount shall be derived by calculation and evaluation of the quoted rates.

**34.PREMISIS PERMIT**

Entry Permits may be necessary for the workmen and for the movement of transport vehicles for this work. In the interest of work, necessary entry Permits will be issued free of cost by the KUCAOA's for the workmen, vehicles /lorries/trucks etc. for entering into the Uniworld area for execution of work / testing of materials at the departmental laboratory, against application as per prescribed proforma by the contractor, after the same is examined and approved by the Engineer.

The entry permit will be issued as per requirement following latest Permit Scheme of Uniworld City Complex. All existing rules, including any amendments thereto, in future, will have to be complied with by the contractor.

**35.RATE FOR PAYMENT AGAINST EXTRA ITEMS:**

For any unforeseen work not covered under the Bill of Quantities and Condition of Contract, depending on contingent situation at site, if required for successful completion of the work, extra items have to be carried out by the Contractor. Payment will be made with reference to Item No. 23 of BOQ on the basis of [Works covered under PWD Schedule of Rates \( Building- 2017 & ROADS – 2018\) Govt. of West Bengal.](#)

**36.WORKING PERIOD:**

Normally the work will be carried out between 8 A.M. to 5 P.M. on the UWC working days only. However, the tenderer should note that he might be required to carry out the job on Sundays, holidays and after normal working hours and at night in addition to the normal working hours to expedite the progress of the work if permitted by Competent Authority. The tenderer should include in his rates the cost, if any, involved on those accounts.

**37. INDEMNIFICATION**

The successful bidder shall be deemed to indemnify and keep indemnified KUCAOA from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of any of the provisions of any law, rules or regulations having the force of law, including but not limited to

- a) The Minimum Wages Act, 1948.
- b) The Building and Other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996
- c) The Construction Workers' Safety, Health & Welfare Act , 1986
- d) The Payment of Wages Act, 1936.
- e) The Workmen's Compensation Act, 1923.
- f) The Employees Provident Fund Act, 1952.
- g) The Contract Labour (Regulation and Abolition) Act, 1970; Rules 1971.
- h) The Payment of Bonus Act, 1965.
- i) The Payment of Gratuity Act, 1972.
- j) The Equal Remuneration Act, 1976.
- k) The Employees State Insurance Act, 1948 & Employees State Insurance (Amendment) Act ,1989
- l) Child Labour (Prohibition and Regulation) Act, 1986.
- m) The Maternity Benefits Act 1961
- n) Interstate Migrant Workmen (Regulation Of Employment & Conditions Of Service) Act, 1979.

**38.FORCE MAJEURE**

In the event of either party rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, relevant obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period which Force Majeure events lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

The term "Force Majeure" as employed shall mean the events as below:

- (i) riot (unless solely restricted to or perpetuated by employees of the Contractor or his subcontractors / suppliers or occurring outside India) so far as it is uninsurable;
- (ii) war, hostilities (whether war be declared or not), invasion, directed to or by India or act of foreign enemies, directed to India;
- (iii) rebellion, revolutions, insurrection, or military or usurped power, or civil war in India;
- (iv) fire, flood, cyclone, hurricane and acts of God.

Time of performance shall be extended by the period of delay, which is directly caused by the Force Majeure.

Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid shall notify the other party in writing immediately but not later than forty eight hours of the alleged

beginning and ending thereof, giving full particulars and satisfactory evidence in support of his claim.

Time of performance of the relative obligation suspended by the Force Majeure shall stand extended by the period for which such event lasts and affects the relative obligation directly. Such extension of time shall be without prejudice to the provision that time is essence of the Contract and any other terms and conditions related to time of completion as may provide elsewhere in the Contract If the work is affected by Force Majeure lasting for more than 60 days at a stretch, the parties to the Contract shall settle the issue mutually.

**39. CONTRACTOR TO EXECUTE CONTRACT AGREEMENT:**

The bidder after acceptance of his tender shall be required to enter into and execute a Contract Agreement to be prepared together with such modifications as may be necessary within one month from the date of issue of Letter of Acceptance. The contractor shall have to submit copies in quadruplicate of all documents; correspondence, connected papers etc. as detailed in the above form of Contract Agreement together with the instrument of Contract Agreement prepared having three more copies made on plain paper all at his own cost. The successful tenderer shall have to submit four sets of such Contract Agreement duly executed, sealed, signed and witnessed for execution by the KUCAOA. The other three sets shall be completed in all respects but not signed. If the successful tenderer or tenderers are a partnership concern, they will have to get Agreement signed by all the partners or by the partner who is authorized to sign for and on behalf of the other partners.

The contractor shall also comply with the requirements of Security Deposit for the due fulfilment of the contract. The blank proforma of tender documents shall be supplied to the successful tenderer free of charge for preparing the documents of the aforesaid Contract Agreement.

The successful tenderer shall have to copy out and prepare the documents of the Contract Agreement neatly and correctly. The necessary amendments, corrections etc. (if any) have to be done at his own cost.

**40. COMMUNICATION TO BE IN WRITING**

All notices, communications, reference and complaints made by KUCAOA or the Engineer in Charge or the Engineer's Representative or the Contractor inter-se concerning the works shall be in writing or e-mail on registered e-mail IDs i.e. the e mail id provided for correspondence in the contract agreement, and no notice, communication, reference or complaint not in writing or through e-mail, shall be recognized.

**41. SETTLEMENT OF DISPUTES:**

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

**(i) Amicable Resolution and Decision of Engineer-in-Charge**

The parties shall, in the first instance, endeavor to resolve all disputes or differences amicably, either between themselves or with the assistance of conciliator(s) appointed by mutual consent.

In case such amicable settlement does not yield any result, the Contractor shall, within 15 days from the date of failure of the reconciliation process, request the Engineer-in-Charge in writing for a written instruction or decision.

The Engineer-in-Charge shall give his written instructions or decision within a period of one month from the date of receipt of the Contractor's letter.

If the Engineer-in-Charge fails to give his instructions or decision within the aforesaid period, or if the Contractor is dissatisfied with the instructions or decision of the Engineer-in-Charge, the Contractor may, within 15 days of receipt of such decision, prefer an appeal to the President, KUCAOA, who shall afford the Contractor an opportunity of being heard, if so desired, and to offer evidence in support of his/its appeal.

The President, KUCAOA shall give his decision within 30 days of receipt of the Contractor's appeal.

**(ii) Jurisdiction of Courts**

In case of failure to settle the disputes through the process mentioned above, such disputes shall be referred to and finally resolved through arbitration under Arbitration & Conciliation Act 1996 or by the Courts Governing the area of KUCAOA, Uniworld City, New Town Kolkata only, which shall have exclusive jurisdiction.

**(iii) Continuation of Contract**

Both parties agree that if any clause of the Work Order is pending adjudication before the Court, the entire Contract shall not become redundant, and the parties shall be obliged to adhere to and perform the remaining portions of their respective obligations under this Work Order, unless otherwise prevented pursuant to an order of the Court. the same shall be dealt as per relevant provisions of Law.

## TECHNICAL SPECIFICATION

### 1. DISMANTLING OF EXISTING FLEXIBLE PAVEMENT AND DISPOSAL

#### 1.1 WORKMANSHIP

- Existing flexible pavement including bituminous layers, granular layers, kerbs if required, shall be dismantled to the required depth as directed by the Engineer-in-Charge.
- Dismantling shall be carried out using mechanical means such as pneumatic breakers, milling machines, excavators, or approved manual methods.
- Serviceable dismantled materials, if any, shall be stacked separately as directed.
- Unserviceable materials shall be transported and disposed of at approved dumping locations.
- Dust control measures including water sprinkling shall be adopted.
- The surface after dismantling shall be cleaned, levelled, and prepared for subsequent layers.

### 2. WET MIX MACADAM (WMM) – SUB-BASE / BASE COURSE

*(As per MoRTH Specification Clause 406, 5th Revision)*

#### 2.1 MATERIALS

- **Aggregates:**  
Crushed stone aggregates conforming to MoRTH Clause 406.2.1, hard, durable, clean, and free from organic or deleterious matter.
- **Grading:**  
As specified in Table 400-12 of MoRTH (grading to be approved).
- **Water:**  
Clean and free from injurious substances.

#### 2.2 WORKMANSHIP

- Aggregates shall be proportioned, mixed with water at **Optimum Moisture Content (OMC)** in a mechanical Wet Mix Plant.
- Mixed material shall be transported to site by tipper trucks without segregation.
- WMM shall be laid using a **mechanical paver finisher** over a well-prepared and approved surface.
- Layer thickness after compaction shall not exceed **75 mm**.
- Compaction shall be carried out using vibratory rollers (minimum 8–10 MT) until **98% of Maximum Dry Density (MDD)** as per Modified Proctor is achieved.
- Rolling shall commence from edges progressing towards center, overlapping each pass.
- Surface irregularities shall be corrected immediately.
- Adequate arrangements for lighting, guarding, barricading, traffic safety, and protection of edges with earthen bunds shall be provided.
- Quality control tests (gradation, density, moisture) shall be conducted as per MoRTH.

### 3. BLINDAGE / TOPPING WITH STONE DUST

#### 3.1 MATERIALS

- **Stone Dust:**  
Clean crushed stone dust passing 4.75 mm sieve, free from clay, silt, organic matter, and deleterious substances.
- **Water:**  
Clean potable water.

#### 3.2 WORKMANSHIP

- Stone dust shall be evenly spread in a uniform layer of approximately **6 mm thickness** over the prepared surface.
- The surface shall be watered adequately and rolled using smooth wheel or vibratory roller.
- Rolling shall continue until stone dust is properly seated and voids are filled.
- Finished surface shall conform to required line, level, and camber.
- No loose material or unevenness shall remain after completion.

### 4. PLAIN CEMENT CONCRETE (PCC) M10 BASE

#### 4.1 MATERIALS

- **Concrete Grade:**  
PCC M10 (Nominal mix 1:3:6 or approved design mix).
- **Cement:**  
OPC 43 Grade conforming to IS standards / PPC conforming to IS standards / Other Cement type conforming to IS standards subject to approval.
- **Aggregates:**  
Coarse and fine aggregates conforming to IS 383.
- **Water:**  
Clean potable water.

#### 4.2 WORKMANSHIP

- Ready Mixed Concrete (RMC) or site-mixed concrete shall be used as approved.
- Concrete shall be placed over prepared and approved surface.
- Minimum thickness shall be as specified in drawings/BOQ.
- Concrete shall be compacted using needle vibrators.
- Surface shall be finished rough to provide proper bond with bedding sand.
- Curing shall be carried out for a minimum **7 days**.
- No traffic shall be allowed until concrete has attained sufficient strength.

### 5. Interlocking Concrete Block Pavement (ICBP)

#### 5.1 MATERIALS

- **Paver Blocks:**

- Grade: **M40 minimum**
- Thickness: **80 mm / 60 mm** as specified
- Manufactured using **steel moulds**, vibration and hydraulic compaction
- With **spacer nibs** as per Clause 3.26 of IS 15658
- Aspect ratio conforming to Table 2 of IS 15658
- Water absorption  $\leq 6\%$
  
- **Bedding Sand:**  
Clean coarse sand passing 4.75 mm and retained on 75 micron sieve.
- **Jointing Sand:**  
Clean dry sand, well graded.

## 5.2 WORKMANSHIP

- Bedding sand shall be spread uniformly to a loose thickness of **30–40 mm** and screeded to level.
- Paver blocks shall be laid manually in approved pattern (preferably zig-zag/herringbone).
- Joints shall be uniform (2–3 mm) maintained by spacer nibs.
- Cut blocks shall be made using mechanical cutters only.
- After laying, joints shall be filled with dry sand and compacted using a **plate vibrator (minimum 75 kN centrifugal force)**.
- Compaction shall be done in multiple passes.
- Edge restraints such as RCC kerbs or edge beams shall be provided to prevent lateral movement.
- Finished surface shall be even, free from rocking blocks, and within tolerance of  $\pm 5$  mm over 3 m straight edge.

## 6. Measurement & Acceptance

- Measurement shall be as per respective units mentioned in BOQ.
- Work shall be accepted only after achieving specified density, strength, line, level, and finish.
- Any defective work shall be rectified by the contractor at his own cost.

**Note:** All works shall be executed strictly in accordance with MoRTH (5th Revision), IS codes, IRC guidelines, and as directed by the Engineer-in-Charge.

The bidder must note that the work has to be executed adhering to strict timelines in order to facilitate traffic movement of the residents. The work is to be executed in tandem with the traffic operations of the area.

**ANNEXURE-C(CONT) (TO BE SUBMITTED WITH OFFER)**

**SCHEDULE 'O' SHEET – 1**

The Bidders are also requested to furnish the following particulars:-

**A) In case of Limited Company -**

- 1) Name of Company :
- 2) Address of its present registered office with Mobile No. :
- 3) Date of its incorporation :
- 4) Full name and address of each of its Directors – any special particulars as to Directors if desire to be stated. :
- 5) Name, address and other necessary particulars of Managing Agents, if any appointed by the Company. :
- 6) Copies of Memorandum, Articles of Association (with the latest amendments, if any). :
- 7) Copies of audited balance sheets of the Company for the last three years. :

**B) In case of a firm -**

- 1) Name and address of the firm with Mobile No. :
- 2) When business started :
- 3) If registered a certified copy of certificate of registration. :
- 4) A certified copy of the Deed of Partnership :
- 5) Full name and address of each of the partners and the interest of each partner in the partnership – any special particulars as to partners if desired to be stated :
- 6) Whether the firm pays income tax over `10,000/- per year :

**SCHEDULE 'O' SHEET – 2.**

**(TO BE SUBMITTED WITH OFFER)**

**C) In case of an Individual:**

- 1) Full name and address of the Bidder any special particulars of the Bidder if desired to be stated with Mobile No.. :
  
- 2) Name of the father of the Bidder. :
  
- 3) Whether the Bidder carries on business in his own name or any other name. :
  
- 4) When business was started and by whom. :
  
- 5) Whether any other person is interested in the business directly or indirectly, if so, name and address etc. of such persons and the nature of such interest. :
  
- 6) Whether the Bidder pays Income Tax over `10,000/- per year. :

Dated:

\_\_\_\_\_  
(Full signature of Bidder)

**(PROFORMA OF PERFORMANCE CERTIFICATE/CREDENTIAL OF WORKS)**

[To be issued on issuing authority's letterhead duly signed with office seal]

1.	Name of the Certifying Authority:	
2.	Name of the work:	
3.	Name of the Contractor:	
4.	Schedule date of commencement and completion of the work as per Work Order :	
5.	Date of actual commencement of work & date of actual completion :	
6.	<p>i) If there is time overrun, whether delay is due to the contractor (Yes/No.):</p> <p>ii) If yes, what is the extent of delay attributable to the contractor :</p>	
7.	Sanctioned Tender value & Actual value executed :	
8.	Quality of work (Excellent/satisfactory/poor) :	
9.	Remarks (If any) :	

**ANNEXURE-D DOCUMENTS TO BE SUBMITTED ALONG WITH TENDER SUBMISSION**

**Hard copy of the following documents to be submitted:-**

- I. PAN card.
- II. Valid GST registration certificate.
- III. Valid Trade License (applicable for type of work). If this is not applicable, the bidder must submit an acceptable document in this regard.
- IV. Valid Professional Tax Clearance Certificate / Up to date tax payment challan. If this is not applicable, the bidder must submit an acceptable document in this regard.
- V. Details of the firm as per Schedule-O of the tender document duly filled up.
- VI. Credentials in the form of copies of Letters of Award of Works along with corresponding/successful Completion Certificates from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria.
- VII. Last three years Balance sheet and Profit & Loss account in support of Annual Financial turnover (i.e. 2022 – 2023, 2023-2024 and 2024-2025).The same should be audited as per relevant norms wherever required.
- VIII. All undertakings as per Annexure-D-1.
  - IX. “Power Of Attorney duly” (not required if the proprietor submits the tender himself).
  - X. TDS certificate including 26AS should essentially be submitted to validate the legitimacy of the submitted work completion certificate.

**N. B.-1** The bidder will have to produce the original documents or any additional documents, if asked for, to satisfy the Authorities.

**N.B.-2** Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements and their EMD will be forfeited for such action.

**ANNEXURE-D1 [DOCUMENT TO BE DOWNLOADED, FILLED IN ON BIDDER'S LETTERHEAD, SIGNED, SCANNED, SEALED AND SUBMITTED]**

Ref. No.....

Dated:

The President,  
Uniworld City (UWC),

Sub: Tender for "Thorough Reconstruction and Renovation of Internal ROADS at Uniworld City (UWC), New Town, Kolkata Residential Campus by Paver Block and other allied works."

**[TENDER NO: - KUCAOA/RFP/ROAD/2/26 (2ND CALL) dated 10.02.2026].**

Dear Sir,

- 1) I / We, .....(Name of Tenderer) have fully read and understood the entire Tender Document, GCC, Corrigendum and Addenda, if any, downloaded from under the instant Manual Open Tender (Hard Copy in two separate sealed envelopes) and no other source, and will comply to the said document, GCC, Corrigendum and Addendum. We are submitting this undertaking in lieu of submission of signed copy of the full tender documents GCC, Corrigendum and Addenda.
- 2) I / we declare that the Bidding Firm has not been debarred / de-listed by any Govt / Quasi Govt. / Public Sector undertaking in India.
- 3) I / we declare that the proprietor/partner(s)/authorized signatory of the bidding firm (in the case of proprietorship firm /partnership firm /limited company, as the case may be) is/are not associated with any other firm bidding for the same work.
- 4) I / we declare that I / we shall deploy competent and sufficient number skilled and / or semi-skilled and / or technical person in the work for successful and satisfactory execution of the work.

Yours faithfully,

Signature of Tenderer.....

Name: .....

Designation: .....

Date : .....

Seal of the tenderer.....

ANNEXURE-E

NIT NO.: KUCAOA/RFP/ROAD/2/26:(2ND CALL) DATE 10.02.2026

**NOTE: LAST DATE OF DOWNLOAD OF TENDER DOCUMENTS  
: 26.02.2026 (UP TO 14-00 HOURS)**

**TENDER IS DUE FOR SUBMISSION BY 15-00 HOURS  
ON 26.02.2026**

PRICE BID

\*\*\*\*\*

**Name of Work** – Thorough Reconstruction and Renovation of Internal ROADS at Uniworld City (UWC), New Town, Kolkata Residential Campus by Paver Block and other allied works.

\*\*\*\*\*

## BILL OF QUANTITY

### PREAMBLE TO THE BILL OF QUANTITIES

**Name of Work – THOROUGH RECONSTRUCTION AND RENOVATION OF INTERNAL ROADS AT UNIWORLD CITY (UWC), NEW TOWN, KOLKATA RESIDENTIAL CAMPUS BY PAVER BLOCK AND OTHER ALLIED WORKS.**

The Bill of Quantities must be read with the Special Conditions of Contract and the Particular specifications of Work and the Bidder is deemed to have examined the above documents and to have thoroughly familiarize himself with the total scope of work and its mode of execution.

- i. The quantities given in the Bill of Quantities are approximate only and are given to provide a common basis for tendering. Payment will be made according to the quantities of each item of work actually carried out at the accepted rates as per Order Letter. The measurements of each item of work shall be measured jointly by the Engineer or his Representative.
- ii. General direction and description of work or materials given elsewhere in the contract documents are not necessarily repeated in the description of items in the Bill of Quantities.
- iii. The prices and rates entered by the Contractor in the Bill of Quantities shall be deemed to cover the complete and finished work, inter-alia, all costs and expenses which may be required for successful completion of the works together with all risks, liabilities, contingencies, insurance, octroi, royalties, taxes and obligations imposed or implied by the Contractor.
- iv. Where separate items such mobilisation, demobilisation, temporary works etc., have not been provided in the Bill of Quantities for works required under the Contract, then the cost of such works shall be deemed to have been included in the prices and rates of other items.
- v. Without affecting the generality of the foregoing provisions, the prices and rates entered in the Bill of Quantities by the Contractor shall include inter-alia, all costs and expenses involved in or arising out the followings:-
- vi. The provision, storage, transport, handling, use distribution and maintenance of all materials, plans, equipment machineries and tools including all costs, charges dues demurrages or other outlays involved in the transportation.
- vii. The provision and maintenance of all his staff and labours and their payments, accommodation, transport, taxes and other requirements.
- viii. Setting out including the location and preservation of survey markers, measurement and supervision.
- ix. The provision, storage, transport, use handling, distribution and maintenance of consumable stores, fuel, water and electricity.
- x. Damage caused to the works, plants, materials and consumables stores caused by weather.
- xi. Licence, fees and other charges for compliance of Government Acts and Rules that are in force and applicable.
- xii. The Contractor should be held responsible for the safe custody of materials, machineries etc. at site procured by him or issued to him by UWC.
- xiii. This being a Through rate tender, the Bidder shall quote his rates both in words & figures for the estimated quantities of items put to tender on line based on his own analysis. In case of difference in rates of words and figures, the price quoted in words is be considered as Final. The Tender Price thus established would be taken for comparative evaluation of Tenderers
- xiv. ANY DEVIATION FROM THE ABOVE SHALL RENDER THE BID OFFER AS REJECTED.

**BILL OF QUANTITIES**

**BID FOR "THOROUGH RECONSTRUCTION AND RENOVATION OF INTERNAL ROADS AT UNIWORLD CITY (UWC), NEW TOWN, KOLKATA RESIDENTIAL CAMPUS"**

**BID NO: - KUCAOA/RFP/ROAD/2/26 (2ND CALL)**

<b>Item No</b>	<b>Description of item</b>	<b>Quantity</b>	<b>Unit</b>	<b>Rate</b> <i>( Rates to be quoted in Words &amp; Figures)</i>	<b>Amount</b>
01	Dismantling of flexible pavements and disposal of dismantled materials upto a lead of 100 m stacking serviceable and unserviceable materials separately as per technical specification CI 202 for Rural Roads of MORD . (a)Bituminous/Granular Courses . (i) by mechanical means	9200.00	Per Cum		
02	Providing , laying , spreading and compacting graded stone aggregates to wet mix macadam specification including screening of aggregates from granular materials premixing the materials with water at OMC in wet mix plant , carriage of mix materials by tipper to site , laying in uniform layers with paver in sub base / base course on well prepared surface and compacting with vibratory roller to achieve the desired density including supply of all materials , machinery , fuel and lubricants including incidental cost for lighting , guarding , barricading , making earthen bundh to protect the edges including cost of quality control complete as per clause 406 of specification for ROAD and Bridge works of MORTH (5th Revision ) ROAD Cutting materials to be used	200.00	Per Cum		

Item No	Description of item	Quantity	Unit	Rate <i>( Rates to be quoted in Words &amp; Figures)</i>	Amount
03	Spreading blindage for ROAD topping using stone dust in approximately 6mm thick layer, including properly watering and rolling complete to maintain the desired level. This item includes preparation of the bed in proper line and level including complete rolling of the bed.	50000.00	Per Sqm.		
04	Supplying Labours for Dressing and chilchalling ROAD flanks / Concrete Surface including cutting and filling by manual means.	20.00	Per Day		
05	Removal of rubbish, earth etc. from the working site and disposal of the same beyond the compound of UWC, in conformity with the Municipal / Corporation Rules for such disposal, loading into truck and cleaning the site in all respect as per direction of Engineer in charge.	8000	CUM		
06	Dismantle all types of Masonry excepting cement concrete plain or reinforced, stacking serviceable Materials at site & removing the rubbish as directed within a lead of 75 Mtr in ground floor including roof	5.00	Per Cum		
07	Dismantling all types of plain cement concrete works, stacking serviceable materials at site and removing rubbish as directed within a lead of 75 m. in ground floor including roof. <b>Upto 150 mm thick</b>	600.00	Per Cum		
08	Dismantling R.C. floor, roof, beams etc. including cutting rods and removing rubbish as directed within a lead of 75 m. including stacking of steel bars in ground floor including roof.	5.00	Per Cum		
09	Dismantling kerb stones by manual means and disposal of dismantled material with all lifts and upto a lead of 1000 m as per Technical Specification Clause 202 for Rural ROADS of MORD.	300.00	RM		
10	Dismantling kerb stones by manual means and relaying as per Technical Specification Clause 202 for Rural ROADS of MORD. (Concrete will be paid separately)	300.00	Mtrs		

Item No	Description of item	Quantity	Unit	Rate <i>( Rates to be quoted in Words &amp; Figures)</i>	Amount
11	<p>Providing and fixing at or near ground level precast cement concrete in kerbs (size: 450 mm x 350 mm x width 150 mm at bottom with bevelled nosing at top) of cement concrete M20 Grade without reinforcement, fixing as per approved pattern and setting in position at site after preparing the bed grade and slopes by laying Cement concrete with jhama khoa (1:4:8) as per specification and direction of Engineer-in Charge including filling of joints with 10 mm thick cement mortar (3:1) and back filling the vertical piece properly with earth duly compacted and curing the mortar joints for at least 3 days including cost and carriage of all materials complete</p>	300.00	Mtrs		
12	<p>Supplying ready mixed concrete of M 30 Grade with well graded stone chips of 20 mm nominal size containing designed quantity of cement per Cu.m of wet concrete produced in computerised batching plant under controlled condition using approved super plastisizer, designing concrete mix following I.S. 10262 and I.S. 456, transporting the mix with agitation in transit mixer to work site depositing the mix on a platform erected for the purpose at required levels of concreting and then placing the mix in its final location of form work, compacting and curing the same complete as per specification &amp; direction of the Engineer-in-charge including computerised batching plant transit mixer with all accessories vibrators etc. inclusive of all other incidental charges in this connection complete but excluding cost of hire charge of platform and its supporting staging which would be paid through separate item. [cement to be supplied by the Manufacturer/ supplier] In ground floor and foundation Without approved concrete pump.</p>	50.00	Per Cum		

Item No	Description of item	Quantity	Unit	Rate <i>( Rates to be quoted in Words &amp; Figures)</i>	Amount
13	<p>Hire and labour charges for shuttering with centering and necessary staging up to 4 m using approved stout props and thick hard wood planks of approved thickness with required bracing for concrete slabs, beams and columns, lintels curved or straight including fitting, fixing and striking out after completion of works (upto roof of ground floor).</p> <p>(B) 25 mm to 30 mm shuttering without staging in foundation.</p>	100.00	Per Sqm		
14	<p>Ordinary Cement concrete (mix 1:1.5:3) with graded stone chips (20 mm nominal size) excluding shuttering and reinforcement if any, in ground floor as per relevant IS codes. Pakur Variety</p>	100.00	Per Cum		
15	<p>Supplying ready mixed concrete of M 10 Grade with well graded stone chips of 20 mm nominal size containing designed quantity of cement per Cum of wet concrete produced in computerised batching plant under controlled condition using approved super plasticizer, designing concrete mix following I.S. 10262 and I.S. 456, transporting the mix with agitation in transit mixer to work site depositing the mix on a platform erected for the purpose at required levels of concreting and then placing the mix in its final location of form work, compacting and curing the same complete as per specification &amp; direction of the Engineer-in-charge including computerised batching plant transit mixer with all accessories vibrators etc. inclusive of all other incidental charges in this connection complete but excluding cost of hire charge of platform and its supporting staging which would be paid through separate item. [Cement to be supplied by the Manufacturer or supplier] In ground floor and foundation.</p> <p>(i) Without approved concrete pump</p>	4500.00	Per Cum		

<b>Item No</b>	<b>Description of item</b>	<b>Quantity</b>	<b>Unit</b>	<b>Rate ( Rates to be quoted in Words &amp; Figures)</b>	<b>Amount</b>
16	Brick work with 2nd class bricks in cement mortar (1:6).(b) In Superstructure, ground floor.	5.00	cum		
17	Loading, unloading and carriage of old taken out paver blocks/sand/rubbish & disposal of the same beyond the compound of UWC, in conformity with the Municipal / Corporation Rules as per direction of Engineer in charge.	50.00	per cum		
18	Supplying and Laying in the specified pattern of Interlocking concrete block pavements (ICBP) with concrete blocks (with concrete grade as specified as per Table 1 of IS 15658:2006) manufactured in steel mould clamped to a vibrating table by hydraulic pressure (As per clause no 6.30 of IRC : Sp: 63 (2018) , from BIS license manufacturer , with spacer nib (small protruding profiles on the vertical face of a paver block used as a device for keeping minimum joint gap in between the paving block as per Cl No 3.26 of IS : 15658) and of specified size and shape with aspect ratio (the ratio of length to thickness of a paver block as per CL No 3.3 of IS : 15658) as per Table 2 of IS15658 with flexural strength / breaking load as per Annexure G of IS15658 on prepared base course of specified CBR as per table 1 of IRC SP 63 (2018) or else as mentioned in design and drawing with a couson of compacted bedding sand of 25-35mm thick (Grading of bedding sand as per clause 6.5.1 of IRC SP-63) and filling up the gaps in between paver block with joint filling sand (the grading of joint filling sand will be as per clause 6.5.2 of IRC SP-63) and completing the edges with cut blocks as per clause no. 8.7 of IRC SP-63 (2018) with proper confinement of bedding and joint filling sand, compaction, leveling and filling up of the edge gap. 80 mm thick Grey. M40 Grade. Rectangular shaped.	11000.00	Per Sqm		

Item No	Description of item	Quantity	Unit	Rate ( Rates to be quoted in Words & Figures)	Amount
19	<p>Supplying and Laying in the specified pattern of Interlocking concrete block pavements (ICBP) with concrete blocks (with concrete grade as specified as per Table 1 of IS 15658:2006) manufactured in steel mould clamped to a vibrating table by hydraulic pressure (As per clause no 6.30 of IRC : Sp: 63 (2018) , from BIS license manufacturer , with spacer nib (small protruding profiles on the vertical face of a paver block used as a device for keeping minimum joint gap in between the paving block as per Cl No 3.26 of IS : 15658) and of specified size and shape with aspect ratio (the ratio of length to thickness of a paver block as per CL No 3.3 of IS : 15658) as per Table 2 of IS15658 with flexural strength / breaking load as per Annexure G of IS15658 on prepared base course of specified CBR as per table 1 of IRC SP 63 (2018) or else as mentioned in design and drawing with a couson of compacted bedding sand of 25-35mm thick (Grading of bedding sand as per clause 6.5.1 of IRC SP-63) and filling up the gaps in between paver block with joint filling sand (the grading of joint filling sand will be as per clause 6.5.2 of IRC SP-63) and completing the edges with cut blocks as per clause no. 8.7 of IRC SP-63 (2018) with proper confinement of bedding and joint filling sand, compaction, leveling and filling up of the edge gap. 60 mm thick Grey. M40 Grade. Rectangular shaped.</p>	39000.00	Per Sqm		
20	<p>Provide Reinforcement for reinforced concrete work in all sorts of structures including distribution bars, stirrups, binders etc initial straightening and removal of loose rust (if necessary), cutting to requisite length, hooking and bending to correct shape, placing in proper position and binding with 16 gauge black annealed wire at every intersection, complete as per drawing and direction. For works in foundation and upto roof of ground floor/upto 4 m. (I). Other than SAIL/TATA/RINL .</p>	0.10	Per MT		

Item No	Description of item	Quantity	Unit	Rate ( Rates to be quoted in Words & Figures)	Amount
21	Carefully lay old paver blocks in line and level to match with existing paved surface including providing bedding layer with minimum sand (50 to 80mm avg. thick) over hard and compacted base & completed by heavy duty vibrator plate compaction (joints filled with fine sand) as per specification including all lead, lifts, materials, labour etc complete in all respect.	5000.00	per sqm		
22	Supplying, fitting and fixing in position FRP/ GRP/ COMPOSITE UV stabilizer Gully Pit Cover with high abrasion surface of 7mm top thicknes, density of 2KG/m <sup>3</sup> of approved make with rim of approved make (Heavy type) (i) 40 M.T. Gully pit cover (yard gully) with arrangement for opening of size Frame  Clear Opening :640 mm X 240 mm. Cover Out to Out:700 mm X 300 mm.	20.00	Per No.		
23	Epoxy bonding of new concrete to old concrete	100.00	Sqm		
24	All extra Works not mentioned specifically at item No.1 to 23 to be covered <b>under latest PWD, Roads &amp; Buildings, Schedule of Rates (SOR)</b> , Govt. of West Bengal	10,00,000/- LS	%	T.I.....% above/below/ Par	
				<b>Total</b>	

**Total**

**ABSTRACT FORM OF BID**

I / We hereby Bid for the under mentioned work for its execution within the specified time and in accordance, in all respects with the specifications, design, drawing and instructions in writing and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as practicable.

(TO BE FILLED IN BY THE BIDDER)

( a ) Name of Work. :

( b ) Estimated Cost. :

( c ) Earnest Money. :

( d ) Security Deposit

( including Earnest Money ). :

( e ) Time allowed for completion of the work. : 02(Two)] Months.

(f) PAN.No. :

(g ) Maximum number of workmen to be engaged on any day. :

(h) Bank Details :

Name Of Bank :-

Branch :-

Branch Code :-

Account Number :-

IFS Code :

(i) RATE BIDDED BY ME / US IS :

(Signature of the Bidder)

( Name in block letters )

Witness :-

Address :-

FORM OF BID

To  
The President,  
Uniworld City, Kolkata

I/We \_\_\_\_\_

having examined the site of work, inspected the Drawings and read the specifications, General & Special Conditions of Contract and Conditions of the Bid, hereby Bid and undertake to execute and complete all the works required to be performed in accordance with the Specification, Bill of Quantities, General & Special Conditions of Contract and Drawings prepared by or on behalf of the KUCAOA and at the rates & prices set out in the annexed Bill of Quantities within \_\_\_\_\_ months / weeks from the date of order to commence the work and in the event of our Bid being accepted in full or in part. I / We

also undertake to enter into a Contract Agreement in the form hereto annexed with such alterations or additions thereto which may be necessary to give effect to the acceptance of the Bid and incorporating such Specification, Bill of Quantities, Drawing and Special & General Conditions of Contract and I / We hereby agree that until such Contract Agreement is executed the said Specification, Bill of Quantities, Conditions of Contract and the Bid, together with the acceptance thereof in writing by or on behalf of the KUCAOA shall be the Contract.

THE TOTAL AMOUNT OF BID Rs. -----

(Repeat in words) -----

I / We require \_\_\_\_\_ days / months preliminary time to arrange and procure the materials required by the work from the date of acceptance of Bid before I We could commence the work.

I / We have deposited with KUCAOA, vide Receipt No.

\_\_\_\_\_ of \_\_\_\_\_ as Earnest Money.

I / We agree that the period for which the Bid shall remain open for acceptance shall not be less than four months.

Dated :

\_\_\_\_\_

(Signature of Bidder with Seal)

**ANNEXURE: F - BIDDER COMPLIANCE CHECKLIST**

To be filled, signed, and submitted by every bidder along with the Techno-Commercial Bid. This checklist ensures that the bidder has complied with all mandatory requirements of the tender KUCAOA/RFP/ROAD/2/26: (2ND CALL). Non-submission of any required document or deviation from any condition may render the bid non-responsive.

**1. Administrative Compliance**

Sl.No.	Requirement	Description	Submitted (Yes/No)
1.1	Tender Fee	Proof of payment of ₹5,000	
1.2	Cover- 1: Techno-Commercial Bid	Properly sealed, labelled, signed	
1.3	Cover- 2: Price Bid	Properly sealed, labelled, signed	
1.4	All Pages of tender document	Signed & stamped as token of acceptance	
1.5	Power of Attorney	Authorisation for signatory	
1.6	Declaration of no deviation	As per prescribed format	
1.7	Declaration of relatives in UWC	Mandatory disclosure	
1.8	Site Visit Certificate	Signed by Facility Manager, KUCAOA	

**2. Pre-Qualification (PQ) Compliance**

Sl.No	PQ Criteria	Requirement	Submitted (Yes/No)
2.1	Similar Work Experience <b>(Reconstruction/Renovation of Roads with M40 or higher paver blocks)</b>	Work orders + completion certificates for: • 3 works ≥ 30% of estimated cost OR • 2 works ≥ 40% OR • 1 work ≥ 60%	
2.2	Nature of Work	Must be “Reconstruction/Renovation of Roads with M40 or higher paver blocks	
2.3	Experience Period	Within last 7 years	
2.4	Value of Work	Value considered without GST	
2.5	Turnover Requirement	Total annual turnover as Per PQ Criteria (CA certified with UDIN)	
2.6	Audited Financial Statements	Last 3 years (2022-23, 2023-24, 2024-25)	
2.7	No Sub-Contract Experience	Confirmation that PQ work is not as sub-contractor	
2.8	No Blacklisting Declaration	Mandatory	

**3. Technical Compliance**

Sl.No	Technical Requirement	Description	Submitted (Yes/No)
3.1	Methodology of Work	Detailed execution plan	
3.2	Quality Assurance Plan	Testing frequency, lab tie-ups, QC procedures	
3.3	List of Machinery	Paver finisher, rollers, cutters, plate compactors, etc	
3.4	List of Key Personnel	Site engineer, supervisor, safety officer	
3.5	Safety & Environmental Plan	Dust control, noise control, PPE, barricading	
3.6	Work Schedule	Bar chart for 8-month completion	

**4. Statutory & Legal Compliance**

Sl.No	Requirement	Description	Submitted (Yes/No)
4.1	GST Registration Certificate	Mandatory	
4.2	PAN Card	Mandatory	
4.3	PF Registration	Mandatory	
4.4	ESI Registration	Mandatory	
4.5	Labour License (if applicable)	To be produced before start of work	
4.6	Valid Trade License	Mandatory	
4.7	Litigation History (if any)	Declaration of ongoing/past disputes	

**5. Financial Compliance**

Sl.No	Requirement	Description	Submitted (Yes/No)
5.1	Price Bid	Submitted in separate sealed envelope	
5.2	Price Format	As per BOQ only; no overwriting	
5.3	GST Exclusion	Prices quoted excluding GST	
5.4	No Conditional Pricing	No deviations allowed	

**6. Contractual Compliance**

Sl.No	Requirement	Description	Submitted (Yes/No)
6.1	Acceptance of NIT	No deviation	
6.2	Acceptance of Special Conditions	No deviation	
6.3	Acceptance of Technical Specifications	No deviation	
6.4	Acceptance of GCC	No deviation	
6.5	Acceptance of Payment Terms	As per tender	
6.6	Acceptance of LD, SD, Termination Clauses	As per tender	

**7. Mandatory Declarations**

Sl.No	Description	Submitted (Yes/No)
7.1	Declaration of having read entire tender	
7.2	Declaration of no deviation	
7.3	Declaration of correctness of information	
7.4	Declaration of non-blacklisting	
7.5	Declaration of no conflict of interest	

** Bidder's Certification**

**Signature:**

**Name:**

**Designation:**

**Company Seal:**

Date:

## GENERAL CONDITIONS OF CONTRACT (GCC) FOR WORKS

### 1. SCOPE OF WORK

These broadly include scope of work(s) to be performed by the concerned parties, their roles & responsibilities, obligations, and abide with technical specifications and commercial terms & conditions of the tender.

Scope of civil works shall include supply of all construction materials, transportation to site, insurance, storage, handling at site, supply of labour, equipment, tools, tackles complete, dismantling & removal of debris, and Execution of All Works. The tenderer has to provide batch print of each batch. Slump should be as per requirement, and the transportation to be done as per local traffic rules. Necessary labour for pouring cement in the hopper should be available. The work should be done as per the instruction of Engineer in charge.

Concrete shall be transported from the mixing/batching plant to the forms as rapidly as possible by means that will prevent segregation or flash set in the concrete during hot weather. The containers shall be such as to prevent large evaporation.

Concrete shall be placed within a maximum period of 25 minutes of its removal from mixer. Placing of concrete shall conform to the provisions of IS:456.

Unless otherwise expressly limited and/or excluded elsewhere in the Contract from the scope, the Contractor's scope under the Contract shall be including but not limited to as stipulated under following Sub-Clauses.

1.1 The Contract comprises the construction, completion and maintenance of the works and the provision of all labour, materials including consumables, all required Constructional Equipment, Temporary Works required and everything whether of temporary or permanent nature, required in and for such construction completion and maintenance of Works.

1.2 The Contractor shall carry out and complete the Works in every respect in accordance with the Contract and in accordance with directions and to the satisfaction of the Engineer. The Engineer may, in his absolute discretion from time to time issue further drawings and/or written instructions, details directions and explanations which are hereafter collectively referred as the Engineer's Instruction in regard to:

- (i) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.
- (ii) The removal and / or re-doing of any work executed by the Contractor.
- (iii) The dismissal from the works of any person employed thereupon.
- (iv) The opening up for inspection of any work covered up.
- (v) The amending and making good of any defects of the Works observed by Engineer or its representative any time prior to final takeover by the Employer.

1.3 Site Visit – Site visit for the subject tender is mandatory.

The contractor shall be deemed to have carefully examined all the tender documents including Scope of Work, specification, General conditions of Contract, Schedule of Quantities and the relevant drawings and shall fully satisfy himself about these matters before submission of the tender.

The contractor shall be deemed to have visited the site and surroundings of the proposed work at his own cost and satisfied himself with all aspects, nature and extent of work and/or any other factor (e.g. availability of water and power, ground and sub-soil conditions, uncertainties of weather, general and local conditions etc.) which might influence his tender and shall be deemed to have been verified and/or checked data furnished by the company, if any.

The contractor shall be deemed to have satisfied himself as to the accessibility to site by existing roads and feasibility of taking equipment to the site of work and suitability of site for the proposed work.

Before submitting their quotations, the contractor is advised to study documents enclosed with the tender and also visit site and acquaint himself of all the conditions prevailing at site. After acceptance of tender, no claim whatsoever, shall be entertained on ground of ignorance of site condition/special local working conditions etc.

The contractor may obtain clarifications, if any, from the office of EMPLOYER to understand the completeness of work before submission of his offer.

Contractor shall arrange to make all temporary roads, stores, office, labour colonies and other enabling facilities as required by them at their cost and maintain the same till completion of the contract and dismantle all temporary facilities and clear the debris from site after which the final payment shall be released to the contractor. However, before taking up construction of any temporary facilities, prior approval of EMPLOYER shall be obtained.

#### **1.4 Technical Services**

The technical services to be provided by the Contractor are detailed under various provisions of the Contract including Contract Technical Specifications and other documents attached and annexed thereto. However, in addition to those services which are under Contractor's scope as specified elsewhere in the Contract, the Contractor shall also provide services as stipulated herein below:

Planning and Scheduling for completion of the Works and related activities under the Contractor's scope within stipulated "Time for Completion"

Preparation & submission of Bar Chart and their completion schedule which shall be subject to approval of the Employer

Management and execution of the Works in accordance with required Workmanship & Quality control System and with adequate supervision to complete the Works under the scope within agreed time schedule.

Providing to the Employer detailed scheme for mobilisation of manpower, organisational and machinery resources along with adequate material handling equipment, fabrication / erection / construction equipment, other tools & tackles and consumables in accordance with stipulations of the Contract.

#### **1.5 Total Responsibility**

The Contractor shall be solely responsible for the completion of entire Works as per the Contract irrespective of whether any work under the scope or any part thereof have been executed by him with or without the approval of the Employer as the case may be.

### **1.6 Completeness**

The Contractor shall, unless expressly excluded in the Contract from the Contractor's scope of works, perform all such work/services and/or supply all such items & materials at no additional cost to the Employer, not specifically mentioned in the Contract but required for attaining completion of work in accordance with the Contract, as if such work/services and/or supply of such items & materials were expressly included in the Contractor's scope of work under the Contract.

- a) The Contractor shall undertake development of site including its levelling as warranted by the site condition. The Contractor shall remove all soils, debris, surplus earth, etc., if any, and dump the same at places/place as directed by the Employer.
- b) Notwithstanding with whether expressly included or not in Contract/Technical Specifications and/or any other documents referred to in the Contract, the Contractor shall carryout, after completion of works, micro-levelling of the area, ensuring proper grades and slopes to achieve efficient drainage of the area.
- c) Wherever Employer arranges for its own Constructional Equipment, debit shall be raised on eight hours shift basis or on four hour slab basis including the marching time from and to the workshop on requisition in the prescribed format. The charges shall be recovered from any bill of the Contractor due immediately thereafter.

### **1.7 Site Regulations and Safety**

It shall be the responsibilities of the Contractor to observe and implement all site regulations and safety codes as stipulated under the Contract and as notified by the Employer from time to time to the Contractor.

- a) Before submitting their quotations, the contractor is advised to study all drawings, specifications and documents enclosed with the tender and also visit site and acquaint himself of all the conditions prevailing at site. After acceptance of tender, no claim whatsoever, shall be entertained on ground of ignorance of site condition/special local working conditions etc.

The contractor may obtain clarifications, if any, from the office of EMPLOYER to understand the completeness of work before submission of his offer.

- b) Contractor shall arrange to make all temporary roads, stores, office, labour colonies and other enabling facilities as required by them at their cost and maintain the same till completion of the contract and dismantle all temporary facilities and clear the debris from site after which the final payment shall be released to the contractor. However, before taking up construction of any temporary facilities, prior approval of EMPLOYER shall be obtained. Space for store, labour hutment will be provided by the Employer.
- c) The Tenderer shall ensure that the safety requirements are met in respect of men, materials, adjoining structures, equipment etc. and Project In-Charge of the Tenderer shall be totally responsible in case any mishap occurs due to negligence or otherwise. In this connection the Tenderer shall strictly adhere to the rules, norms, regulations and stipulations. The successful Tenderer shall collect the safety rules from EMPLOYER. The successful tenderer shall strictly adhere to the safety regulations mentioned therein. The penalties for violation of safety norms as per EMPLOYER stipulations are applicable.

The successful Tenderer shall follow safety rule and regulation, very strictly as per guidelines and instructions given by the safety officer.

## **2.0 Time Schedule**

i. The time of completion for the whole work, to be completed in a phased manner, shall be 8 (Eight) months including monsoon period from the effective date of contract.

ii. CONTRACTOR shall, however, complete the entire scope of work within the above overall time schedule but as per program and directive of EMPLOYER. Contractor shall plan the sequence of all works so as to achieve the desired progress keeping in mind overall safety and quality at all points of time.

If due to a particular design or specification or availability of machines or any other reason, a particular sequence of operation is demanded by the engineer due to which, some interruptions are inherent to any one or more types of work or items of execution, then no claim for such interruption shall be entertained and contractor shall have to follow the sequence as instructed by the engineer.

iii. The CONTRACTOR may work beyond normal working hour and also on Holiday (with prior approval from EMPLOYER) as desired by EMPLOYER to maintain progress of work as per schedule without any additional liability to EMPLOYER. The CONTRACTOR shall give priority or redeploy the work force for a particular work as instructed by EMPLOYER

iv. Detailed Bar Chart/PERT Network shall form part of the Contract and milestones so approved shall be the basis for the performance of the Contract.

v. However, for computing the Completion Period, the finishing jobs required after erection/commissioning of facilities will not be considered. Close Co-ordination with Technology and Equipment supplier/erector and other agencies would have to be done by Contractor. Definition of finishing jobs shall be entirely at the discretion of the Employer.

## **3. GENERAL OBLIGATIONS OF CONTRACTOR**

Unless expressly excluded and/ or limited elsewhere in the Contract, the Contractor shall discharge the responsibilities as specified herein below at no extra cost to the Employer in addition to such other obligations and responsibilities as have been specified elsewhere in this contract;

3.1 The contractor shall be deemed to have obtained independently on his own all necessary information and shall be deemed to have carefully examined all details relating to works as given in the contract including its scope, nature and magnitude, requirements of associated materials and services and shall be deemed to have fully acquainted himself as to all conditions and matters which may in any way affect the execution of works in accordance with the Contract and/or the cost associated therewith.

The employer shall assume no responsibility and/or liability whatsoever as may arise due to lack of inadequacy of such information no matter whatever be the defects, omissions or errors that may be found in the information / documents furnished by the Employer.

3.2 It shall be the responsibility of the Contractor to establish to the satisfaction of the Employer that all materials used incorporated in the Works or the completed Works itself or any part thereof meet the required specification and are of desired quality, the Contractor may establish and maintain a well equipped laboratory at Batching plant / Construction site ( as the case maybe ) for slump test of concrete cube testing etc.

However, the Contractor shall carryout the testing at Employer / Govt. approved lab / NABL Approved lab without any extra cost, if so desired by the Employer in order to check & verify the quality of works or any part thereof, executed under the Contract. It is the responsibility of the contractor to satisfy the Engineer regarding the quality of supplied materials.

3.4 The Contractor shall provide all temporary ladders, scaffolding materials, platforms, supports and other necessary facilities required for handling, installation/erection, testing and visual inspection of supplies at the point of installation. The Contractor shall provide sufficient strong and stable staging so as to ensure safety of the labour.

3.5 The Contractor shall provide sufficient fencing, notice boards and lights as may be considered necessary by the Employer to protect and warn others.

3.6 The Contractor shall take all precautions during execution, and provide all possible protection to these works and in case they are damaged, rebuild/divert them at his own cost.

The contractor shall be deemed to have satisfied himself as to the accessibility to site by roads and feasibility of taking materials and Equipment to the site of work, erection of their Equipment and suitability of site for the proposed work.

#### **4. CONTRACT PRICE / PRICE SCHEDULE**

- i) Contract price / Rates will have the validity period of 4 (Four) months
- ii) Total Quoted Price of Contractor shall include all charges, including tax and duties, levies, cess as applicable on base date. GST will be paid separately.
- iii) The Bill of Quantities are approximate only and are subject to variation to any extent and shall not form a basis for any dispute regarding the rates to be paid or to raise any claim for compensation on any account.
- iv) Unit rate quoted of all the items as specified in BOQ shall remain firm and binding on the contractor till the completion of works , and shall not be subject to any variation.

The rates for items existing in the Bill of Quantities but where quantities have increased in individual quantities, the rate payable for quantities in excess of the quantities in the Bill of Quantities plus the permissible variation shall be as determined by the ENGINEER as per provision mentioned below:

- Rate and prices in contract, if reasonable, failing which
- Rate analysis based on market rate of labour/Rate analysis.

Quantities against individual items shall be subject to variation, without any limit till 25% allowable variation of the total contract value.

v) In case it is found necessary to execute any item of work which is not included in the schedule of items, the rates for such extra item shall be fixed as per the following procedure.

Where the extra works are of similar character and/or executed under similar conditions as any of work appearing in the schedule of quantities, then the rates for such extra item shall be derived from the contract rates of similar/closest item of work provided. If the rate for any extra item of work cannot be determined in the manner specified under, the rate for such extra item of work shall be carried out at the rate analysis based on market rate of material and labour/Rate analysis.

Where the nature of extra item is such that the rate for the same cannot be derived above, then the rate shall be established based on the market rates and taking into account 15% over cost of labour and materials to cover supervision, overheads and profit. The labour material and other such coefficients/factors may be adopted from CPWD Analysis of rates for such items.

Employer, however reserves the right to negotiate the rates arrived at as above after seeking relevant details

vi) Final Contract Price shall be arrived at considering the unit rates, and final quantities of executed work by Contractor as certified by Employer' site representative.

## **5. Terms of Payment**

In accordance with the provisions of Terms of Payment, the Employer shall pay the Contractor for the Scope of Technical Specifications, on the basis of the item rate price in the Bill of Quantities.

## **6. Works to be measured and Deduction from Contract Price**

6.1 Unless otherwise specified elsewhere, measurement of works shall be carried out on the basis of drawings, sketches/schemes and any modifications thereof issued by the Employer in terms of the Contract.

6.2 Measurements at site shall be taken only in the case of site deviations for which no revised drawings have been issued or in the cases where measurement from the drawing is not possible. Such measurements shall be carried out as per relevant Indian Standard Code and in the absence of any such code for the Works to be measured, as per Codes or procedures decided by the Employer and shall be recorded preferably in sketches and signed jointly by the Employer and Contractor.

6.3 In all cases of measurement of work as stated above the Contractor shall certify that the work has been carried out strictly as per the drawings, specifications and item of work and is in terms of the Contract. Such certificate shall require Employer's endorsement for the purpose of payment.

6.4 In the event of any dispute or conflict with regard to the measurement of the work executed, the decision of the Employer shall be final and binding on the Contractor.

## **6.5 Deductions from Contract Price**

All costs, charges, damages or expenses which the Employer may have paid or incurred, shall be debited from running account bill.

**7. PRESERVATION OF PEACE**

The Contractor shall take requisite precautions and use its best endeavour to prevent riotous or unlawful behaviours by, or amongst his workmen and / or others employed on the works, by the Contractor its Sub-Contractors and for the preservation of peace and protection of the inhabitants and security of the property in the neighbourhood of the works / site. In the event of the Employer requiring the maintenance of a special police force at or in the vicinity of the site during the tenure of the Contract in consequence of the riotous or unlawful behaviour by, or amongst the Contractor's or its Sub-Contractor's workmen and / others employed by the Contractor / Sub-Contractors, all expenses thereof and costs of all damages due to such riotous or unlawful behaviour shall be borne by the Contractor and if paid by the Employer, shall be recoverable from the Contractor from any money due or that may become due to the Contractor by the Employer.

**8. SANITARY ARRANGEMENTS**

The Contractor shall comply with all sanitary rules in force and carry out all sanitary measures and permit inspection of all sanitary arrangements at all reasonable times by the Employer and or Statutory Authorities.

**9. INFECTIOUS DISEASES**

The Contractor shall employ such persons as are found to be free of contagious diseases and shall produce if required by the Employer, certificate of fitness of all his employees working at site. The Contractor shall, if required by the Employer, subject all its employees to regular medical check up and produce satisfactory evidence of their being free from any contagious disease.

The Contractor shall remove from its labour camp such labour and their families who refuse protective inoculations and vaccination when called upon to do so by any competent authority.

**10. USE OF INTOXICANTS**

The use or sale of ardent spirits or other intoxicating beverages, upon the works or in any of the building, boarding houses, Encampments or other tenements owned, occupied by or within the control of the Contractor or any of its employees or its Sub-Contractor is strictly forbidden and the Contractor shall secure strict compliance.

**11. CONTRACTOR'S EQUIPMENT-TOOLS, PLANT,EQUIPMENT AND MATERIALS**

The Contractor shall mobilise adequate manpower materials and machinery proposed to be deployed to ensure timely completion of work and quality of workmanship within 15 days of issuance of LOA.

All necessary Tools, Tackles and Equipment required for execution of the Work including Lifting Devices, Pan Mixers, Concrete Mixers, Concrete Vibrators, Pneumatic Portable Air Compressors, Chisels, Hammers, Weigh-Batching Machines, Transit Mixers, for executing the contractual work shall have to be arranged by the contractor at his Own Cost including the Cost of Fuel & consumables. Contractor shall prepare templates, jigs for fabrication of structures/positioning of bolts, sleeves, inserts etc. wherever necessary, at no extra Cost to the EMPLOYER.

All Contractor's Equipment brought by the Contractor onto the Site shall be deemed to be intended to be used exclusively for the execution of the Contract. The Contractor shall not remove the same from the Site without the Engineer's consent that such Contractor's Equipment is no longer required for the execution of the Contract.

Contractor shall arrange for necessary Security and Safety of their materials, Plants & Equipment etc. till the project is taken over by EMPLOYER. No assistance shall be available from the EMPLOYER in this aspect. Other stipulations on safety mentioned in the General Conditions of Contract shall be adhered to.

## **12. SITE REGULATIONS AND SAFETY**

As the works under the Contract are to be carried out within the protected area, the Contractor shall abide by all the security regulations promulgated from time to time by the Employer / other concerned authorities.

The Contractor shall comply with the Such Site regulations includes, but not limited to, rules in respect of security, safety of the Facilities, gate control, sanitation, medical care, and fire prevention. Contractor shall also maintain hindrance register which shall be periodically examined by Employer.

## **13. SITE CLEARANCE**

Site Clearance in Course of Performance: In the course of carrying out the Contract, the Contractor shall keep the Site reasonably free from all unnecessary obstruction, store or remove any surplus materials, clear away any wreckage, rubbish or temporary works from the Site, and remove any Contractor's Equipment no longer required for execution of the Contract.

Clearance of Site after Completion of Works: On the completion of the all parts of the Works, all wreckage, rubbish, debris and surplus material of any kind including Constructional Plants/debris, kilns vats, tanks, materials/rubbish and temporary structures of any short or kind, like scaffolding etc., used for the purpose of or connected with its construction are to be cleared away and removed by the Contractor and all pits and excavations filled up and the Site and Works are to be handed over in clean and safe and workmanlike conditions and no final payment in settlement of the accounts for the Works shall be held to be due or shall be made to the Contractor till such site clearance shall have been effected by him and proper care to be taken of for the dust sprayed on floors.

In the event of the Contractor failing to comply with this provision within seven (7) days after receiving notice in writing from the Engineer to the effect, such clearance may be made by the Engineer at expenses of the Contractor. If it becomes necessary for the Engineer to have the site cleared as indicated above at the expense of the Contractor, the Employer shall under no circumstances be held liable for any loss or damage to such Contractor's property as may be on site due to removal therefrom, which removal may be effected by means of public sale of such materials and property or in such way as seems fit and most convenient to the Engineer.

All debris and/or material(s) that are no longer required for construction / erection purpose shall be removed by the Contractor . The Contractor shall be responsible for transporting, loading / unloading and handling of all such materials in respect of disposal at no extra cost to Employer.

## **14. LIGHTING, FENCING AND WATCHING**

The Contractor shall provide and maintain at its own expense all lighting, fencing, and watching when and where necessary for the proper execution and the protection of the Facilities, or for the safety of the Employers and occupiers of adjacent property and for the safety of the public.

## **15. WORK AT NIGHT AND ON HOLIDAYS**

As and when the Engineer considers it necessary to carry out work on extended hours / three shift basis or on Public Holidays so as to meet the Time for Completion and request the Contractor to carry out work on three shifts or on Public Holidays, the Contractor shall carry out the work accordingly to meet the Time of Completion.

## **16. PRELIMINARY ACCEPTANCE, FINAL ACCEPTANCE**

### **Preliminary Acceptance**

After completing the construction of a unit or agreed upon thereof, the Tenderer shall give a notice in writing stating that the job is completed in all respects and ready for preliminary acceptance. The job shall jointly be inspected by EMPLOYER (or EMPLOYER's representative) and Tenderer to ascertain whether the job is completed as per requirements and technical specifications. All observed defects, deficiencies and omissions shall be noted. If the defects, deficiencies and omissions are not major in the opinion of EMPLOYER , the Tenderer will be issued a preliminary acceptance certificate mentioning observed defects, deficiencies and omissions. The noted defects, deficiencies and omissions shall be made good by the Tenderer within a period of 2 to 3 weeks time.

### **Final Acceptance**

The Tenderer shall attend to all defects, deficiencies and omissions noted down during preliminary acceptance and after rectifying or making good the above in all respects, shall inform 10 days in advance to EMPLOYER for conducting final acceptance. During final acceptance all defects, deficiencies and omissions noted during preliminary acceptance shall be checked. Any defects /deficiencies /omissions not notified during preliminary acceptance, if pointed out during final acceptance shall be made good by the Tenderer. Final acceptance certificate shall be issued by EMPLOYER only after all the defects /deficiencies /omissions noted under preliminary acceptance and final acceptance have been rectified.

## **17. DEFECT LIABILITY**

Defect Liability Period of 5 (**Five**) years shall commence from the date of completion mentioned in the Completion Certificate in accordance with Contract or in the event of more than one certificate(s) having been issued by the Employer under the Contract, from the respective dates so certified.

The Contractor Guarantees that the workmanship, material(s) (under Contractor's scope of supplies, if any) used or incorporated in the Works are free from defect and the Works within above stipulated Defect Liability Period, shall not show any signs of defects, errors, cracks, disfigurements, settlements, shrinkages, leakages, dampness or any other faults.

The Contractor shall maintain and satisfactorily execute at his own cost all such works of repair, amendment, reconstruction, rectification, replacement and any other work to make good the faulty work during above stipulated defect liability period.

The Contractor shall, if required by the Employer, search for the causes of any defects, imperfection or fault under the direction of the Employer. The cost of such work shall be borne by the Contractor.

At intervals specified by the Employer , the Contractor along with the Employer shall inspect the Contract work to satisfy him that no defects have cropped up in the Contract work. Should there be any signs of defects; the Contractor shall take immediate steps to rectify the same.

At the end of the defect liability period, the Contractor along with the Employer shall carry out final inspection of the Contract work to prove that no defects had appeared in the Contract work or that all defects which appeared in the Contract work have been rectified to the satisfaction of the Employer. If during the final inspection it is found that the defects still remain in the Contract work, the period of defect liability shall be extended at the discretion of the Employer and the Contractor shall be liable to make good the defects and be responsible for the maintenance of the work till the defect have been fully removed.

Until the end of the period, the Contractor shall have the right of entry at his own risk and expense, by himself or his duly authorised representative at all reasonable working hours, upon all necessary parts of the works for the purpose of inspection and taking notes therefrom and, if he desires, at his own expense, making any tests subject to the approval of the Employer.

To the intent that the works shall, after expiration of defect liability period, be handed over to the Employer in perfect condition to the satisfaction of the Employer, all such repair works as stated herein above shall be carried out by the Contractor at his own expense, if the necessity thereof shall in the opinion of the Employer be due to the use of materials or workmanship not in accordance with the Contract or failure on the part of the Contractor to comply with any obligations expressed or implied on Contractor's part under the Contract.

If the Contractor fails to commence rectification of such defects within **15 (fifteen)** days from the date of Notice by the Employer or does not complete the said rectification with diligence and within mutually agreed time period, the Employer shall be entitled to carryout such work by his own workmen or by other Contractors and the Employer shall be entitled to recover from the cost thereof or may deduct the same from any money due or that become due to the Contractor under the Contract.

## **18 REPAIR / REPLACEMENT OF DEFECTIVE WORK**

18.1 The Contractor shall be responsible for repair/for replacement at no extra Cost to the Employer with all possible pace and to the entire satisfaction of the Engineer of any inadequacies, defects, errors, faults in respect of material workmanship and or any act or omission of the Contractor that may develop in the works executed by the Contractor against the Contract at any point of time before the expiry of the Defect Liability Period, irrespective of whether the work has been taken over by the Employer and regardless of whether the work was earlier inspected/ accepted by the Employer.

18.2 In case such repair/replacement due to defect in the work, becomes necessary at site, responsibilities shall rest on the Contractor without any cost, what-so-ever to the Employer

18.3 If the Contractor fails or refuses to carry out the repair/replacement of defective work within a reasonable period of time, the concerned work/portion, thereof, shall be rejected by the Employer who shall place order elsewhere for such repair/replacement at the sole risk and cost of the Contractor.

## **19. INDEMNIFICATION, STATUTORY LAW, LOSS OF OR DAMAGE TO PROPERTY**

19.1 The Contractor shall indemnify and hold harmless the Employer and its employees from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, in respect of the death or injury of any person or loss of or damage to any property arising in connection with execution of the Works and by reason of the negligence of the Contractor or their employees.

19.2 CONTRACTOR shall ensure compliance with all statutes, laws, rules and regulations of the Central or State Government or any other authority.

19.3 CONTRACTOR shall give all notices and pay all fees required to be given or paid under any Central or State statute, ordinance or other law or any regulation or by-law of any local or other duly constituted authority in relation to the execution of the Contract Work.

19.4 CONTRACTOR shall keep EMPLOYER completely indemnified against all penalties and liabilities of every kind for breach of any such statute, ordinance, law, rule, regulation or by-laws.

19.5 CONTRACTOR shall get himself registered with concerned statutory authorities as provided under various applicable Acts and shall be directly responsible to such authorities for compliance with the provisions thereof.

## **20. CARE OF WORKS**

The Contractor shall be responsible for the care and custody of the Works or any part thereof from the commencement until the date of Provisional Acceptance mentioned in the Provisional Acceptance Certificate and shall repair/replace or make good at its own cost any loss or damage that may occur to the Works or the relevant part thereof from any cause whatsoever during such period. The Contractor shall also be liable for any damage to the works occasioned by him in the course of any operations carried out by him for the purpose of complying with their obligations under the Contract.

## **21. PERMITS AND LICENCES**

The Contractor shall at its own expenses obtain all permits and licences from Indian and Foreign Government, if required, for the performance of work under this Contract and the Contractor shall bear any fee paid to the Government or local licensing authority for obtaining permits and licences at their own cost. The Contractor shall perform the work in accordance with the conditions of all applicable permits and licence. The Contractor shall provide evidence of licence granted and any restriction contained therein.

## **22. NEGLIGENCE**

22.1 If the Contractor does not execute the Work in accordance with the time schedule stipulated and shall neglect to execute the Work with due diligence or expedition or shall refuse or neglect to comply with any reasonable order given to the Contractor in writing by the Employer in connection with the Work or shall contravene the provisions of Contract, the Employer may give notice in writing to the Contractor to make good the failure, neglect or contravention complained of within such time as may be deemed reasonable by the Employer and in default of compliance with the said notice, the Employer without prejudice to its rights hereof, may rescind or cancel the Contract holding the Contractor fully liable for the damages that the Employer may sustain including all amounts paid to the Contractor by the Employer for all such parts of the Works which may become in fructuous due to such cancellation.

22.2 Should the Contractor fail to comply with such notice within the period as mentioned in the notice or any other period considered reasonable by the Employer for such compliance, from the date of serving thereof, then and in such case, without prejudice to the Employer's right hereof, the Employer shall have at its option the right to take the affected Work wholly or in part out of the Contractor's hands and may complete the Work, as envisaged in the Contract either departmentally or by awarding fresh Contract(s) to any other person or firm or company to execute the same, at the risk and cost of the Contractor.

22.3 In such event the Employer shall, without being responsible to the Contractor for wear and tear to the same, be entitled to seize and take possession and use all materials, construction equipment, tools, tackles and other things of the Contractor which may be at the site for use at any time in connection with the Facilities to the exclusion of any right of the Contractor over the same and the Employer shall be entitled to retain and apply any sum which may otherwise be then due as per the Contract or any other Contract from the Employer to the Contractor as may be necessary for the payment of the cost of execution of such Facilities as aforesaid.

22.4 If the cost of executing the Work as aforesaid shall exceed the sum due to the Contractor and the Contractor fails to make good the deficit within the specified period, the Employer shall have the right to lien over the said materials, tools, tackles, construction plant or other things and properties of the Contractor as may not have been used up in the completion of the Work, and may be sold by the Employer after serving due notice to the Contractor and such proceeds applied towards the adjustment of such difference and the cost of incidentals to such sale. Any outstanding balance existing after crediting the proceeds of such sale shall be paid by the Contractor on the demand of the Employer, but when all expenses, cost and charges incurred in the completion of the Facilities are paid by the Contractor, all such materials, tools, tackles, construction

plant or other things not used in the completion of the Facilities and remaining unsold shall be removed by the Contractor with the written permission of the Employer.

### **23.0 CHANGES IN LAW AND REGULATIONS**

If, after Effective Date of Contract Agreement, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Contractor, the Contract Price shall be correspondingly increased or decreased.

### **24.0 NOTICES**

Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing, and shall be sent by personal delivery, post / airmail post, special courier, cable, facsimile, email to the address of the relevant party, with the following provisions.

### **25. FORCE MAJEURE**

25.1 If, at any time, during the continuance of this contract, the performance in whole or in the part by either party of any obligation under this contract, shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions or other acts of God, strikes and unlawful lockouts (*hereinafter referred to as 'eventualities'*) then provided notice of the happening of any such eventuality is given by either party to the other within fifteen (15) days from the date of occurrence thereof, neither party shall be by reason of such eventuality be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non performance or delay in performance and work under this contract shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist, and the decision of the EMPLOYER as to whether there exists a situation of Force Majeure or not and / or whether the work has been so resumed shall be final and conclusive. The time of completion shall then be extended by a period equal to the period during which the eventuality was prevailing.

The following shall also be considered as Force Majeure conditions:

- a) Contamination by radio activity from any nuclear fuel, or from any nuclear waste radioactive toxic explosive;
- b) A cause due solely to the design of the Works, other than the Contractors design;
- c) Pressure Waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- d) Loss or damage due to the use or occupation by Employer of any section or part of the Permanent Works except as may be provided for in the Contract.

### **26. CHANGES IN THE FACILITIES**

26.1 The Employer shall have the right to propose, and subsequently order the Contractor from time to time during the performance of the Contract to make any change, modification, addition or deletion to, in or from the Work (hereinafter called "Change"), provided that such Change falls within the general scope of the Work and does not constitute unrelated work and that it is technically practicable, taking into account both the state of advancement of the Facilities and the technical compatibility of Change envisaged with the nature of the Work as specified in the Contract.

26.2 Change made necessary because of any default of the Contractor in the performance of its obligations under the Contract shall not result in any adjustment of the Contract Price or the Time for Completion.

26.3 If the Employer proposes a Change it shall send to the Contractor a "Request for Change Proposal," requiring the Contractor to prepare and furnish to the Engineer as soon as reasonably practicable a "Change Proposal," which shall include the following:

- (a) brief description of the Change
- (b) effect on the Time for Completion
- (c) estimated cost of the Change
- (d) effect on Functional Guarantees (if any)
- (e) effect on any other provisions of the Contract.

The above stipulations are, however, without prejudice to the stipulations of the Tender Document, according to which the Works are to be executed based on Unit Rates quoted against respective items of the Bill of Quantities, wherein the quantities of the items are variable.

26.4 Upon receipt of the Change Proposal (any major change not within the general scope of facilities), the Employer and the Contractor shall mutually agree upon all matters therein contained. Within fourteen (14) days after such agreement, the Employer shall, if it intends to proceed with the Change, issue the Contractor with a Change Order

26.5 The pricing of any Change shall, as far as practicable, be calculated in accordance with the rates and prices included in the Contract.

26.6 It is compulsory on the part of the contractor to execute any number of Items which are not mentioned in the schedule of items but are necessary to execute in connection with the work.

In case it is found necessary to execute any item of work, which is not included in the schedule of items, the rates for such extra item shall be fixed as per the following procedure.

Rates and prices in Contract, if applicable;

- a. Market rates of materials and labour, plus 15 % for overheads and Profits of Contractor /Rate Analysis.
- b. Rates and prices in the CPWD Schedule of Rates applicable to the Contract  $\pm$  tendered percentage, where appropriate;
- c. Employer, however reserves the right to negotiate the rates arrived at as above after seeking relevant details

## **27. EXTENSION OF TIME FOR COMPLETION**

27.1 The Time(s) for Completion as specified shall be extended by such period as shall be fair and reasonable in all the circumstances if the Contractor is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:

- a) any Change in the scope of work
- b) any occurrence of Force Majeure

- c) any suspension order given by the Employer

27.2 Except where otherwise specifically provided in the Contract, the Contractor shall submit to the Engineer a notice of a claim for an extension of the Time for Completion, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the Employer and the Contractor shall agree upon the period of such extension. In the event that the Contractor does not accept the Employer's estimate of a fair and reasonable time extension.

27.3 The Contractor shall at all times use its reasonable efforts to minimise any delay in the performance of its obligations under the Contract.

## 28. SUSPENSION

- a) The Employer may, by notice to the Contractor, order the Contractor to suspend performance of any or all of its obligations under the Contract. Such notice shall specify the obligation of which performance is to be suspended, the Effective Date of the suspension and the reasons thereof. The Contractor shall thereupon suspend performance of such obligation (*except those obligations necessary for the care or preservation of the Facilities*) until ordered in writing to resume such performance by the Engineer.

If, by virtue of a suspension order given by the Engineer, other than by reason of the Contractor's default or breach of the Contract, the Contractor's performance of any of its obligations is suspended for an aggregate period of more than ninety (90) days, then at any time thereafter and provided that at that time such performance is still suspended, the Contractor may give a notice to the Engineer requiring that the Employer shall, within thirty (30) days of receipt of the notice, order the resumption of such performance.

If the Employer fails to do so within such period, the Contractor may, by a further notice to the Engineer, elect to treat the suspension as termination of the Contract under the provisions of '**Termination for Employer's Convenience**'.

- b) If the Contractor's performance of its obligations is suspended pursuant to this Clause hereof, then the time for completion shall be extended in accordance with provisions relating to extension of time for completion as per contract, and any and all additional costs or expenses incurred by the Contractor as a result of such suspension shall be paid by the Employer to the Contractor in addition to Contract Price on mutually agreed basis.
- c) During the period of suspension, the Contractor shall not remove from Site any plant & equipment, any part of the Facilities or any Contractor's equipment, without the prior written consent of the Employer.

## 29. TERMINATION

### 29.1 Termination for Employer's Convenience

29.1.1 The Employer may at any time terminate the Contract for any reason by giving the Contractor a notice of termination *that refers to this Sub-Clause of the Contract*.

29.1.2 Upon receipt of the notice of termination, *under this clause*, the Contractor shall either immediately or upon the date specified in the notice of termination.

- a) cease all further work, except for such work as the Employer may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition
- b) remove all Contractor's Equipment from the Site, repatriate the Contractor's personnel from the Site, remove from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition
- c) In addition, the Contractor, subject to the payment as specified in relevant Clause hereof, shall
  - (i) deliver to the Employer the parts of the facilities executed by the Contractor up to the date of termination.
  - (ii) deliver to the Employer all drawings, specifications and other documents prepared by the Contractor or its Subcontractors as at the date of termination in connection with the Facilities.

29.1.3 In the event of the termination of the Contract for Employer's convenience, the Employer shall pay to the Contractor the Price, the properly attributable to the parts of the Facilities executed by the Contractor as of the date of termination. However, no consequential damages shall be payable by the Employer to the Contractor in the event of termination.

## **29.2 Termination for Contractor's Default**

29.2.1 The Employer, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons thereof to the Contractor, and if the Contractor assigns or transfers the Contract or any right or interest therein in violation of the provision of 'Assignment'/ 'Subletting' as per the Contract referring to 'Termination for Contractor's Default' hereof.

29.2.2 If the Contractor

- a) has abandoned or repudiated the Contract
- b) has without valid reason failed to commence work on the Facilities promptly or has suspended the progress of Contract performance for more than fifteen (15) days after receiving a written instruction from the Employer to proceed
- c) persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause
- d) refuses or is unable to provide sufficient materials, services or labour (adequate resources) to execute and complete the Facilities in the manner specified by EMPLOYER.

Then the Employer may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within seven (7) days of its receipt of such notice, then the Employer may terminate the Contract forthwith by giving a notice of termination to the Contractor.

29.2.3 Upon receipt of the notice of termination, Contractor shall, either immediately or upon such date as is specified in the notice of termination,

- a) cease all further work, except for such work as the Employer may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean & safe condition
- b) deliver to the Employer the parts of the Facilities executed by the Contractor up to the date of termination
- c) deliver to the Employer all drawings, specifications and other documents prepared by the Contractor or its Subcontractors as at the date of termination in connection with the Facilities.

29.2.4 The Employer may enter upon the Site, expel the Contractor, and complete the Facilities itself or by employing any third party at the risk and cost of the Contractor. The Employer may, to the exclusion of any right of the Contractor over the same, take over and use any Contractor's Equipment owned by the Contractor and on the Site in connection with the Facilities for such reasonable period as the Employer considers expedient for the supply and installation of the Facilities.

Upon completion of the Work or at such earlier date as the Employer considers appropriate, the Employer shall give notice to the Contractor that such Contractor's Equipment will be returned to the Contractor at or near the Site and shall return such Contractor's Equipment to the Contractor in accordance with such notice. The Contractor shall thereafter without delay and at its cost remove or arrange removal of the same from the Site.

29.2.5 The Contractor shall be entitled to be paid the Price attributable to the Part of Work executed as at the date of termination, and the costs, if any, incurred in protecting the Work and in leaving the Site in a clean and safe condition. Any sums due to the Employer from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Contractor under this Contract.

29.2.6 If the Employer completes the Work the cost of completing the Work by the Employer shall be determined.

If the sum that the Contractor is entitled to be paid, the reasonable costs incurred by the Employer in completing the Work, exceeds the Contract Price, the Contractor shall be liable for such excess.

If such excess is greater than the sums due to the Contractor shall pay the balance to the Employer, and if such excess is less than the sums due the Contractor, the Employer shall pay the balance to the Contractor.

### **30. ASSIGNMENT**

30.1 The contractor shall not assign his rights and obligations under the terms of this contract either in whole or part to any third party other than its legal successor without the written consent of the Employer.

However, all necessary information and documents shall be furnished by the Contractor in advance to the satisfaction of the Employer, in case the contractor assigns his any and / or all his rights and obligations as defined and declared in this contract to its legal successors. In the event of failure of the Contractor to discharge its responsibility under this clause, the Employer may at his discretion, without prejudice to his other rights under the contract, terminate the contract as per stipulations of this contract.

**31. SURPLUS MATERIALS**

For the purpose of removing surplus materials, The Employer shall allow the Contractor to remove such materials from the Employer's premises after being satisfied regarding the evidence produced for such removal. Such removal shall only be permitted after completion of the entire work.

Scrap in any form whatsoever shall not be removed from the premises and shall be the property of the Employer. No credit will be given for scrap.

Contractor is required to return 75% of issued quantity of Empty Cement Bags , otherwise a sum of Rs 4 per bag will be deducted from R.A Bills

**32. APPROVAL/ REVIEW**

32.1 Without prejudice to Employer's other rights and remedies stipulated under the Contract, the Contractor's following works shall be subject to approval by the Employer.

(i) The men, material and machinery proposed to be mobilised by the Contractor.

(ii) All changes from the agreed specifications/ drawings.

(iii) Design, type, quality, quantity, materials and workmanship of any or all items of supplies, work and services under Contractor's scope to ensure that supplies, work and services made/executed/ performed by the Contractor are in accordance with the provisions of this Contract.

(iv) Where approval of the Employer is necessary or implied but is not specifically provided for elsewhere in this Contract.

32.2 No certificate other than the Final Acceptance Certificate referred to under "Defect Liability Period" hereof shall be deemed to constitute approval of any works other than matter in respect of which it is issued or shall be taken as admission of the due performance of the Contract or any part thereof, the accuracy of any claim or demand made by the Contractor or of additional or varied work having been ordered by the Employer nor shall any other certificate conclude or prejudice any of the powers of the Employer.

32.3 Notwithstanding with any approval or acceptance which the Employer may grant to the Contractor under the Contract, the Contractor shall be solely and wholly responsible and liable for the execution and performance in terms of the Contract and the Employer reserves the right to reject, any of works/material performed and/or supplied by the Contractor under the Contract.

The approval by the Employer at any stage for any services of the Contractor provided under the Contract shall not relieve the Contractor of his obligations as stipulated herein above Approval/ Review of Technical Documents by Engineer.

32.4 The Engineer shall not disapprove any document, except on the grounds that the document does not comply with some specified provision of the Contract or that it is contrary to good engineering practice.

32.5 The Engineer approval, with or without modification of the document furnished by the Contractor, shall not relieve the Contractor of any responsibility or liability imposed upon it by any provisions of the Contract.

32.6 The Contractor shall not depart from any approved drawing / document unless the Contractor has first submitted to the Engineer / Consultant an amended drawing / document and obtained the Engineer / Consultant's approval thereof.

### **32.7 Errors and Omissions**

(i) Notwithstanding with any approval or acceptance which the Employer/Consultant may grant to Contractor, the Contractor shall be solely responsible for any discrepancies, errors or omissions in the specifications, drawings and other technical documents that it has prepared in terms of the Contract.

(ii) The Contractor shall, within the Contract Price, take all corrective measures arising out of discrepancies, errors and omissions in drawings and other documents/information within the specified time schedule.

(iii) The Contractor shall also be responsible for any delay and/or extra cost, if any, in carrying out engineering and site works by other agencies arising out of discrepancies, errors and omissions stated above as well as of any late revision/s of drawings and information submitted by the Contractor.

### **32.8 Standards and Codes**

- a. The Contractor shall execute the work in compliance with the provisions of the Contract and Contract Technical Specification and/or design drawings furnished by the Employer in terms of the Contract and as per codes and standards specified therein. Wherever such references are made to codes and standards in accordance with which the Contract is to be executed, the latest edition or the revised version of such codes and standards current at the date of execution of work shall apply unless otherwise specified. Where no specification or code or standard is specified, work is to be executed in accordance with latest appropriate Indian Standards and Codes. During Contract execution, any changes in such codes and standards shall be applied after approval by the Engineer
- b. Unless specifically mentioned otherwise elsewhere, the above stipulations shall govern the design, the workmanship, the quality/properties of the materials, the method of field and laboratory testing, the method of measurement for different items of Works etc.

### **33. MODE OF MEASUREMENT**

Measurement of Work for all work shall be done in accordance with the relevant IS code & other engineering Standards, unless otherwise stated in the Contract.

### **34. LIQUIDATED DAMAGES**

**For Delay in completion:**

Time is an important factor of the contract. It shall be the responsibility of the Contractor to complete the work within the stipulated period of completion including the authorized extensions, if any, granted by the EMPLOYER.

In case the CONTRACTOR fails to complete the work successfully within the period of completion including the extended time as stipulated above, he shall be liable to pay to the EMPLOYER, as liquidated damages and not as a penalty, a sum at the rate of ½% (half percent) of the total contract value of the work (as awarded) for every week or part thereof which shall be elapsed between the scheduled time of completion of work (including the authorized extended time, if any) and the actual date of completion of work.

PROVIDED always that the total amount of such liquidated damages for delay to be paid under this condition shall not exceed 10% (ten percent) of the total contract value, as awarded. The Contract or from any other between the CONTRACTOR and the EMPLOYER, the deductions of such damages shall not relieve the CONTRACTOR to complete the works and demonstrate the performance or of any of his other obligations and liabilities under the contract.

Liquidated damages in the form of Encashment of Bank Guarantee or any other way recovered from the contractor is liable to GST at the applicable rate. Contractor shall pay GST in addition to the LD charged as per this clause.

In addition to the above, the EMPLOYER shall be free to cancel the contract or a portion thereof and get the same executed through any other agency or agencies at the risk and cost of the CONTRACTOR. In the event of such action is taken, the CONTRACTOR shall be liable to pay for any loss which the EMPLOYER may sustain but he will not be entitled to any gain made by the EMPLOYER on the account of such default of the CONTRACTOR. The manner and method of taking such action shall be at the entire discretion of the EMPLOYER whose decision in the matter shall be final and binding. This right shall be without breach/prejudice to the other rights of the EMPLOYER to recover damages for any other breaches of contract by the CONTRACTOR.

### **35. INSPECTION, TESTING & TAKING OVER**

35.1 Inspection & Testing Within the specified Contract price, the Contractor shall institute a quality control system to demonstrate compliance with the requirements of the Contract. The system shall cover all such Inspections/Tests and Quality Control checks and measures at appropriate stages of execution of Contract, as specified in Contract Technical Specifications and/or under the Contract and/or any document referred to therein. The Engineer shall be entitled to audit any aspect of the system.

Details of all procedures and compliance documents shall be submitted to the Engineer for information before each execution stage is commenced. When any document of a technical nature is issued to the Engineer, evidence of the prior approval by the Contractor himself shall be apparent on the document itself.

Compliance with the quality control system shall not relieve the Contractor of any of his duties, obligations or responsibilities under the Contract.

- a) EMPLOYER or its duly authorised representative shall have at all reasonable times access to the Contractor's premises or Works, sites and shall have the power at all reasonable times to examine, inspect and call for Tests of the materials and workmanship during the execution, manufacture and assembly in the Contractor's premises or works, site. The Cost of all the above said Tests and any other Tests shall be borne by the Contractor.
- b) The Contractor shall in writing notify the Engineer in an appropriate manner as to the progress of the Contract particularly before any assembly in order that the inspections or Tests can be carried out as may be required to ascertain without in any way affecting the Contractor's liability whether the materials and or services are in conformity with the requirement of the Contract.

In all cases, where examination, inspection and Testing are to be carried out whether at the premises of Contractor or sub-Contractor, the Contractor except where otherwise specified shall provide, free of charges to the Engineer, such Labour, materials, electricity, fuel, water, stores, apparatus and instruments as may be reasonably required to carry out efficiently such Tests of the plant, in accordance with the Contract and shall give facilities to the Engineer or his authorised representative to accomplish witness such Testing.

### **35.2 Taking Over**

Taking over will be effective from the issue of Completion certificate. **However, taking over in no way relieves the Contractor of his obligations under the contract.**

## **36. COMPLETION CERTIFICATE & FINAL ACCEPTANCE**

### **COMPLETION CERTIFICATE**

Within **fifteen (15)** days of the completion of the Works and fulfilment of Contractor's all obligations (except as stipulated under "Defect Liability Period"), the Contractor shall give notice of completion of Works to the Employer.

1. Upon receipt of such notice of completion of Works the Employer shall carry out all such inspections/checks/tests that are necessary to satisfy him,
  - (i) that the executed 'Works' is in conformity with the Contract Technical Specifications, design / drawings / sketches and modification(s) issued thereof, if any and as per written instructions issued to the Contractor from time to time during execution of works, and
  - (ii) that all the materials used and/or incorporated in the Works meets the stipulated quality requirements and are in accordance with the Contract and / or the documents referred to therein, and
  - (iii) that the Contractor has fulfilled all his obligations under the Contract, except obligations stipulated under "Defect Liability Period", in respect of such notified completed works.
2. Without prejudice to Employer's other rights under the Contract, Completion Certificate in respect of Works under the Contract shall be issued by the Employer, if satisfied about its completion in terms of the Contract,
3. At the option of the Employer, a certificate with respect to any part of Works may be issued if that part of the Works is taken in possession or used by the Employer in accordance with provisions of the Contract prior to completion of whole Works. When such certificate is issued, such part of Works shall be considered as completed and Defect Liability Period for such part shall commence from the date of Completion mentioned in such provisional Completion Certificate, provided that issue of such a certificate shall not be deemed to certify completion of any work or part thereof which requires repair / replacement.
4. No completion certificate shall be issued nor shall the work be considered to be complete until the Contractor has cleaned/cleared the site as per provisions of the Contract in respect of such completed Works or part thereof.

5. All guarantees and test certificates obtained by the Contractor and his sub-contractors from the manufacturers or specialist agencies in respect of materials used and works executed during execution of works such as for anti-termite treatment, water proofing, acid resisting materials etc. for the entire works shall be handed over and transferred to the Employer by the Contractor prior to issuance of completion certificate by the Employer.

36.1 At any time after the issue of Completion certificate and completion of Defect liability period, have occurred, the Contractor may give a notice to the Engineer requesting for the issue of Final Acceptance Certificate (FAC) in respect of the Facilities specified in such notice as at the date of such notice.

36.2 The Engineer shall, after consultation with the Employer and within seven (7) days after receipt of the Contractor's notice, issue a Final Acceptance Certificate.

37. **GUARANTEE/ WARRANTY**

The Contractor shall guarantee the Works (including bought-outs) **for a defect liability period as per the tender stipulation from the date of issue of Completion certificate** against inadequacy in design, if design is by Contractor, defective materials, and error in detailing work, faulty workmanship etc.

In the event of any inadequacy, defect, error, fault occurring during the Defect liability Period, it shall be the responsibility of the Contractor to rectify the same with no extra Cost to the Employer.

The Defect Liability Period of 12 months shall stand extended by the period during which the plant/work is not capable of being operated/used as a result of such repair/replacement. Further, the repaired/new components shall also be guaranteed for 12 months from the date of Final Acceptance of the component/work.

38. **REJECTION**

38.1 Notwithstanding with any approval/acceptance which the Employer may grant to the Contractor, in respect of any of Contractor's works or any part thereof including materials under the scope or any other services for its quality & quality adequacy and workmanship which the Contractor has discharged or provided in terms of the Contract, the Contractor shall not be relieved in any way of any of his contractual obligations and/or responsibilities to execute and complete the works in conformance to the Contract.

38.2 If the Contract work or any portion thereof, before it is accepted or taken over by the Employer, is found to be defective or not being in conformity with Contract/technical specifications or fails to fulfil the requirements of the Contract, the Employer shall give the Contractor notice setting forth particulars of such defects or failure and the Contractor shall forthwith make good the defects or alter the same to make it comply with the requirements of the Contract. Should he fail to do so within a reasonable time, the Employer may reject and replace at the risk and cost of the Contractor, the whole or any portion of the work as the case may be, which is defective or not in conformity with Contract / technical specifications or fails to fulfil the requirements of the Contract. However, such rejection/ replacement by the Employer shall not absolve the Contractor of his responsibilities under this Contract.

38.3 Removal of Improper work and materials

The Engineer shall during the progress of the work have power to order in writing from time to time.

(a) The removal from the site within such time or times as may be specified in the order, of any materials which in the opinion of the Engineer are not in accordance with the Contract.

(b) The substitution of proper and suitable materials and,

(c) The removal and proper re-execution (notwithstanding any previous test thereof or interim payment therefore) or any work which in respect of materials or workmanship is not in the opinion of the Engineer in accordance with the Contract.

38.4 The Contractor shall furnish all the test certificates/results in respect of materials and Works conducted in accordance with provisions of the Contract for the necessary approval of the Employer and or its authorised representative.

38.5 Notwithstanding with any approval or acceptance which the Employer may grant to the Contractor in respect of any of his and/or his sub-contractor's materials / works executed, the Contractor shall not be absolved of any of his contractual obligations and responsibilities under the Contract and the Employer reserves the right to reject any of the material/works as stipulated under the Contract.

38.6 The Contractor shall not be entitled to any extension of time or extra cost for fulfilling his obligations stipulated herein above.

#### **39. PROTECTION WORK / DIVERSION WORKS**

39.1 The Contractor shall be responsible for relocation and realigning of the facilities which are a part of the existing installations but which come in the way of the proposed construction even if the same are not mentioned in the specification at his own Cost. Prior permission in writing shall be taken from the Employer before actually starting such work. Time period for such work shall be assessed properly & to be discussed with the Employer before commencement to ensure that operation of other units is not adversely affected.

39.2 The Contractor shall carry out the work in such a way that it does not affect the operation and maintenance of the existing facilities at site as far as possible.

39.3 Necessary arrangements to safeguard the existing man, materials, Equipment, structures and to enable operation of the existing Equipment during construction shall be the responsibilities of the Contractor.

39.4 During erection work, the Contractor at his own Cost shall replace any damage or loss to the existing plant and Equipment due to negligence/unsuitable treatment and handling in a reasonable time to be specified by the Employer.

39.6 It is the responsibility of the Contractor to make detail studies before preparing the protection, stabilization of the existing structures/process lines etc.

#### **40. HOUSE KEEPING**

Contractor shall be responsible for regular removal and cleaning of debris spillages/fallouts etc., if any, from the floors ,roads, operational areas etc. consequent to and arising out of contract Work and maintain ground level, slopes, drainages etc. in and around the dumps and operational areas throughout the operation Period of the Contract by removing and disposing spillages/accumulation as may be necessary and/or directed by the Employer at their Own Cost & arrangement, to dumping

sites for refuse etc. Contractor will have to make and maintain new approach roads etc. as may be deemed necessary for proper execution of the Work at their Own Cost but with permission of/intimation to the executing deptt. Employer shall supply no earth moving facility like dozer etc. for this purpose and contractor will have to arrange for the same at their own Cost.

#### **41. HANDING OVER SITE**

On completion of the work, all rubbish, debris, temporary supports, enabling structures etc. shall be removed from the site and the site (Including the storage site) shall be handed over to the Employer in a tidy manner. All usable bricks will be stacked and removed to a place as shown by the Engineer. Brick bats will also be stored at a place near the pits. All scrap, slag rubbish & muck etc. shall be dumped suitably at a specified place by truck to a dumping yard as directed by the Employer. The successful Tenderer should clean-up the site within a reasonable period of completion of Erection.

#### **42. MISUSE OF THE WORKS**

The Contractor shall ensure that the works or any portion of the work completed or partially completed are not misused by him or his sub-contractors or their employees, workmen, agents, servants etc. leading to deterioration / temporary deterioration of the work.

The Contractor may however be permitted by the Employer to use the work or a portion of the work completed or partially completed for such purposes as may be approved by the Employer.

#### **43. GENERAL**

43.1 Contractor shall establish all reference survey pillars required for the job and shall maintain the same till the Completion of the entire job.

43.2 Contractor staff and Workers shall be authorised by the Employer to enter the site as required through specified gates only for their Work in connection with Contract. Necessary passes as required will be issued to the bona fide staff and Workers on Completion of formalities as per the Rules of the Employer in force. Particulars of the employees shall have to be furnished in advance to the Employer as directed. The Cost of necessary formalities to be done and photograph etc. required for issue of gate passes shall be Contractor's responsibility at Contractor's Own Cost.

43.3 The Construction machinery/Equipment etc. and other vehicles belonging to and used for the execution of the Contract or for other purposes shall have to follow routes inside Works and Entry/Exit through Works Gates etc. as per rules in force at the site. Authorization for such plying and/or Gate Passes as may be necessary shall be arranged for by Executing Deptt., in collaboration with other concerned Departments of the Employer.

43.4 In bringing the materials belonging to Contractor for such construction all gate pass formalities as required must be followed so that clear Employership can be established by Contractor if and when taking out the salvaged materials after final site Clearance, dismantling of such structures etc. Failure to establish clear Employership status may lead to withholding of permission to take out the salvaged materials and their forfeiture by Employer. Contractor shall have to dismantle, at Contractor Own Cost, such site office, stores etc. constructed by Contractor, on expiry of the Contract and/or as may be directed by Employer for any other reason. In case of failure to comply, the Employer reserves the right to get the dismantling done by its agencies and realize the Cost from Contractor's dues.

43.5 Contractor shall have to deploy at their Own Cost, competent licensed electrician (as may be required under relevant Rules/Act) to undertake installation and maintenance of power lines etc. as per stipulations indicated earlier.

43.6 Workers of all categories brought in by Contractor from Contractor's permanent establishment or outside for specialized jobs have to be taken back by Contractor on Completion of the job and on Termination of Contract and no responsibility whatsoever, will be borne by Management of the Employer in respect of any of the Workers.

Any materials brought to site and rejected by EMPLOYER shall be removed from the site by the contractor immediately at their own expense.

43.7 The contractor shall work in close coordination with other agencies working at site and shall not cause any hindrance in their work.

43.8 The Contractor shall at his own cost properly store all materials brought by him to the work site to prevent damage due to rain, wind, direct exposure to sun etc., and also from theft, pilferage etc. The Contractor shall maintain stocks of all materials required by him for proper & speedy execution of work for at least three months' normal consumption.

43.9 The Contractor is solely responsible for any loss or damage during transit to material and others as applicable and proper precautions shall be taken to guard against such mishaps.

43.10 The contractor shall follow all safety norms throughout the period of work. Provisions of Bureau of Indian Standards and other sound engineering practice shall be followed for the same. The contractor shall also abide by the safety regulations of the Employer and other directives given by the engineer from time to time. The contractor has to depute a qualified safety engineer. Many times it may so happen that the working hours might be drastically reduced or increased to meet certain safety requirements and the contractor shall be bound to meet these requirements without any arguments for time and financial implications.

43.11 The contractor shall take all precautions for rains; storms etc. and no liability shall rest with EMPLOYER for any loss on cost of rectification etc. due to these factors. Contractor shall make all arrangements for accommodation of their staff and labour at their own cost.

43.12 The contractor shall not remove any material or equipment from construction site without written permission from EMPLOYER. The contractor shall be liable to fulfil provisions of all statutory acts and laws, which shall be applicable for the project, at their own cost. Liabilities against ESI, EPF schemes shall be borne and paid by the contractor. All measurements unless otherwise specified shall be as per IS:1200.

[ \_\_\_\_\_ END \_\_\_\_\_ ]