

**India Government Mint
Noida
(A unit of SPMCIL)
D-2 Sector 1, GAUTAM BUDH NAGAR
Noida- 201301, State: Uttar Pradesh, India**

**TENDER DOCUMENT FOR CONSTRUCTION OF NEW MATERIAL GATE, REPLACING
PROFILE SHEET, ROOFING OF BATTERY CHARGING STATION AND OTHER MISC.
WORKS AT IGM NOIDA**

OPEN NATIONAL COMPETITIVE BIDDING BASIS

Contact Person: Sanjay Kumar Gupta, DM(Materials) and Materials Head
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**Issued by
India Government Mint Noida
(A Unit of SPMCIL)
D – 2, Sector – 1, Gautam Budh Noida – 201 301, State: Uttar Pradesh, India**

SECTION – I

“NOTICE INVITING TENDER (NIT)”

ON OPEN NATIONAL COMPETITIVE BIDDING BASIS

Ref. No: IGMN/CPP/PUR/Material Gate/77520/2026

Date: 15.10.2026

To,

PROSPECTIVE BIDDERS

SUB: TENDER DOCUMENT FOR CONSTRUCTION OF NEW MATERIAL GATE, REPLACING PROFILE SHEET, ROOFING OF BATTERY CHARGING STATION AND OTHER MISC. WORKS AT IGM NOIDA.

Dear Sir/ Madam,

1.0 **India Government Mint Noida (A unit of SPMCIL)**, invites bids from eligible bidders for the subject job, in complete accordance with the following details and enclosed Tender Documents.

2.0 The brief details of the tender are as under:

(A)	NAME OF JOB / BRIEF SCOPE OF WORK	CONSTRUCTION OF NEW MATERIAL GATE, REPLACING PROFILE SHEET, ROOFING OF BATTERY CHARGING STATION AND OTHER MISC. WORKS AT IGM NOIDA					
(B)	TENDER NO. & DATE	IGMN/CPP/PUR/Material Gate/77520/2026 Dt.15.10.2026					
(C)	TYPE OF BIDDING SYSTEM	<table><tr><td>SINGLE BID SYSTEM</td><td></td></tr><tr><td>TWO BID SYSTEM</td><td>√</td></tr></table>	SINGLE BID SYSTEM		TWO BID SYSTEM	√	
SINGLE BID SYSTEM							
TWO BID SYSTEM	√						
(D)	TYPE OF TENDER	<table><tr><td>E-TENDER</td><td>√</td></tr><tr><td>MANUAL TENDER</td><td></td></tr></table> E-TENDER NO: IGMN/CPP/PUR/Material Gate/ 77520/2026 Dt.15.10.2026	E-TENDER	√	MANUAL TENDER		
E-TENDER	√						
MANUAL TENDER							
(E)	COMPLETION/ CONTRACT PERIOD	Time for completion for all the works shall be “ THREE MONTHS FOR ALL WORKS” (Including 15 days for Mobilization) from the date of Issuance of Notification of Award.					

(F)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	Amount: Rs.23,000 /- (Rupees Twenty-three Thousand Only) (EMD exemption is not applicable to MSE) bidders being a works contract. MSE bidders also have to submit EMD in order to participate in this tender. (Refer clause no.15 of ITB)
(F1)	DECLARATION FOR BID SECURITY	Start-Ups and CPSEs (to whom exemption is allowed as per extant guidelines in vogue) are required to submit Declaration for Bid Security as per proforma at Form F-2A.
(G)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	From 16.10.2026 to 16.11.2026 (15:00 Hrs., IST) on following websites: (i) Govt. e-Procurement System of National Informatics Center (GePNIC) portal [e-tender portal] https://etenders.gov.in/eprocure/app [Note: E-bid to be submitted only through this portal] (ii) IGM Noida's Tender Website www.igmnoida.spmcil.com/en/latest-tender/
(H)	DATE, TIME & VENUE OF PRE-BID MEETING	Date: 'NOT APPLICABLE' Time: Venue: <i>Pre-bid meeting will be held at</i> Conference Hall IGM Noida, Through video call/Physically
(I)	DUE DATE & TIME OF BID-SUBMISSION (ON OR BEFORE)	Date: 16.11.2026 Time: up to. 15:00 Hrs.
(J)	DATE AND TIME OF UN-PRICED BID OPENING	Online Mode Through CPPP/E-tenders portal
(K)	CONTACT DETAILS OF TENDER DEALING OFFICER	Name: Sanjay Kumar Gupta, DM(Materials) & Materials Head Phone No. & Extn :91-0120 4358153/ 4358104 E-mail: purchase.igmn@spmCIL.com
(L)	DEALING IGM, NOIDA'S OFFICE ADDRESS	D – 2, Sector – 1, Gautam Buddh Noida – 201 301, State: Uttar Pradesh, India

In case of the days specified above happens to be a holiday in IGM, Noida, the next working day shall be implied.

3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB (Section-III) depending upon Type of Tender [refer Clause no. 2.0 (D) above]. The NIT is an integral and inseparable part of the bidding document.

4.0 In case of E-Tender, bid must be submitted only on <https://etenders.gov.in/eprocure/app>. Further, the following documents in addition to uploading the bid on E-tender portal shall also be submitted in Original (in physical form) within **7 (seven)** days from the bid due date provided the scanned copies of the same have been uploaded in E-tender by the bidder along with e-bid within the due date and time to the address mentioned in Bidding Data Sheet (BDS) [Annexure-IV to Section-III]

- i) EMD/Bid Security/Declaration for Bid Security (as applicable)
- ii) Power of Attorney
- iii) Integrity Pact

- 5.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
- 6.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document along with its amendment(s) if any from websites as mentioned at 2.0 (G) of NIT and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Due Date & Time of Bid Submission.
- 7.0 Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from above mentioned website(s) shall be taken into consideration for evaluation & award provided that the Bidder is found responsive subject to provisions contained in Clause No. 2 of NIT (Section-III).
The Tender Document calls for offers on single point “Sole Bidder” responsibility basis in total compliance of Scope of Works as specified in Tender Document
- 8.0 Any revision, clarification, corrigendum, time extension, etc. to this Tender Document will be hosted on the above-mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.
- 9.0 The bidder, their affiliates, or subsidiaries – including subcontractors or suppliers for any part of the contract – should not be debarred by DoE, MoF, GoI; DEA, MoF, GoI; Procuring Unit of SPMCIL or by SPMCIL for participating in its tenders. A declaration to this effect shall be submitted by the bidder in the Tender Form. A declaration to this effect shall be submitted by the bidder in the Tender Form (Section X).
- 10.0 The work may to be executed in IGM, NOIDA protected areas. The agency shall be required to strictly follow security norms and procedure in terms of entry/ exit passes to all the vehicles/ persons/ materials, issue/ reissue/ surrender of labour passes and other rules and regulations that will be brought in force from time to time by IGM, Noida authorities. Photo ID cards for labourers along with their credentials will be required to obtain permission to enter the site. The strict access controls to site may result in loss of man-hours for which no extra payment shall be made.

This is not an Order.

For & on behalf of Chief General Manager,
India Government Mint Noida
(A Unit of SPMCIL)
D-2, Sector-1, Gautam Buddh Noida – 201 301,
State: Uttar Pradesh, India

**SANJAY KUMAR
GUPTA**

Digitally signed by SANJAY
KUMAR GUPTA

Date: 2026.10.15 10:33:43 +05'30'

DO NOT OPEN - THIS IS A QUOTATION

Bid Document No. : CONSTRUCTION OF NEW MATERIAL GATE,
REPLACING PROFILE SHEET, ROOFING OF BATTERY
CHARGING STATION AND OTHER MISC. WORKS AT
IGM NOIDA

Item :

Due Date & Time : ***Up to 1500 Hrs. (IST) on 16.11.2026***

From: ***To:***

	<i>Kind Attn: Sh. Sanjay Kumar Gupta</i> <i>Deputy Manager (Materials)</i> <i>IGM NOIDA</i> <i>D – 2, Sector – 1, NOIDA – 201301,</i> <i>Dist. Gautam Budh Nagar, Uttar Pradesh</i> <i>(India)</i> <i>Email : igmn.purchase@spmcil.com,</i> <i>igm.noida@spmcil.com</i>
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***To be pasted on the envelope containing Originals of Power of Attorney, Integrity Pact, EMD/
Declaration for Bid Security (as applicable), Line of Credit (if applicable); refer clause 4.0 of
IFB.***

SECTION-II

BID EVALUATION CRITERIA & EVALUATION METHODOLOGY

SECTION – II

BID EVALUATION CRITERIA (BEC) & EVALUATION METHODOLOGY

A. Technical Criteria

- A.1 The Bidder should have successfully completed contract(s) for Similar works during the preceding 07 (Seven) years reckoned from the bid due date as detailed below:

At least three completed works/ contracts of Project, each of value not less than **Rs.4.50** Lakh excluding cost of land or 40% OF THE PUT TO TENDER VALUE OF THE PROJECT

OR

At least two completed works /contracts of Project, each of value not less than **Rs. 5.62** Lakh excluding cost of land or 50% OF THE PUT TO TENDER VALUE OF THE PROJECT.

OR

At least one completed work/ contract of Project of value not less than **Rs.9.0 Lakh** excluding cost of land or 80% OF THE TENDER VALUE OF THE PUT TO TENDER VALUE OF THE PROJECT.

Note to Clause no. A:

- (i) The work order(s) must have brief scope of work/ services covering the parameters of BEC requirement.
- (ii) A Job executed by a Bidder for its own plant/ project cannot be considered as experience for the purpose of meeting BEC of this Tender Document. However, jobs executed for Subsidiary/Fellow subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor of the Bidder towards payments of statutory tax in support of the job executed for Subsidiary/Fellow subsidiary/ Holding company. Such Bidders to submit these documents in addition to the documents specified to meet BEC.
- (iii) Consortium bids are not acceptable.

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

- (iv) **Similar work**

Work of construction/repair & maintenance of buildings having items of RCC, Brick work, structural steel & profile sheet, aluminum work etc.

B. Financial Criteria

B.1 Average Annual Turnover

The minimum average annual turnover (i.e. Revenue from Operations) of the bidder during the last three years, ending on 31.03.2026, should be at least 4.5 Lakh (or equivalent in foreign currency at exchange rate prevalent on 31.03.2026) as per the annual report (audited balance sheet and profit & loss account) of the relevant period duly authenticated by a Chartered Accountant/ Cost Accountant in India or equivalent in relevant countries.

(*) In case the date of constitution/incorporation of the bidder is less than 3 years old, the average annual turnover in respect of the completed financial years after the date of constitution/ incorporation shall be taken into account for minimum Average Annual Financial Turnover criteria.

B.2 Net Worth

- i) The net worth of the Bidder should not be negative on 31.03.2026 and also;
 - ii) should not have eroded by more than 30% in the last three years, ending on 31.03.2026.
- To ascertain this criterion net worth of initial and last financial year should be compared.

Note to Clause B:

- (i) Average Annual Turnover: Preceding 03 financial years mentioned in aforesaid BEC refer to immediate 3 preceding financial years wherever the closing date of the bid is after 30th September of the relevant financial year. In case the tenders having the due date for submission of bid up to 30th September (or as amended by Government time to time) of the relevant financial year, and audited financial results of the immediate 3 preceding financial years are not available, the audited financial results of the 3 years immediately prior to that will be considered. Further, bidders may submit form F-9 accordingly.
- (ii) Net Worth: Immediate preceding financial year mentioned in aforesaid BEC refer to audited financial results for the immediate preceding financial year wherever the closing date of the bid is after 30th September of the relevant financial year. In case the tenders having the due date for submission of bid up to 30th September (or as amended by Government time to time) of the relevant financial year, and audited financial results of the immediate preceding financial year is not available, in such case the audited financial results of the year immediately prior to that year will be considered. Bidder is to submit Audited Financial Statement of immediate preceding financial year (as mentioned above) along with form F-9 accordingly for Net-worth.
- (iii) Formula for Calculation of Annual Turnover, Net Worth are available in Form F-9.
- (iv) For Start-ups (registered for the tendered item) all financial criteria shall be exempted. However, its capacity and capability may be verified (if necessary) by the respective unit.

C. RELAXATION OF PRIOR TURNOVER AND PRIOR EXPERIENCE FOR STARTUPS (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY), AS AMENDMED TIME TO TIME – NOT APPLICABLE

- D.** Only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids.

After submission of bid, only related shortfall documents may be asked for in TQ (Technical Queries)/CQ (Commercial Queries) and considered for evaluation. For example, if the bidder has submitted a contract without its completion certificate, the certificate may be asked for and considered. However, no new reference/ PO/WO/LOI is to be submitted by bidder in response to TQ/CQ so as to qualify and such documents will not be considered by IGM Noida for evaluation of Bid.

Any shortfall information / documents on the Audited Annual Report / Financial Statement of the Bidder and/or line of credit for working capital issued on or before the final bid due date can only be sought against Commercial queries (CQs). Any information/ documents issued post final bid due date shall not be considered for evaluation

Experience of bidder acquired as a subcontractor can be accepted against submission of certificate from end user (Principle Employer/Purchaser) by such bidder along with other specified documents.

E. DOCUMENTS TO BE SUBMITTED FOR COMPLIANCE TO BEC

Documents/ Documentary Evidence required to be provided by participating bidder along with the un-priced bid to qualify/ meet the requirements of BEC:

BEC Clause no.	Description	Documents required for qualification
A	Documents Required-Technical Criteria of BEC	
A.1	Experience criteria	(a) Detailed work order along with Schedule of Rates. (b) Completion certificate issued by end user / Owner (or their consultant who has been duly authorized by owner to issue such certificate) stating that the work has been completed satisfactorily. Note: The completion certificates must have details like Full Name and Address of client, work order reference, start date, completion date, completed value of project, etc.
Note i) to Clause no. A.1	Jobs executed for Subsidiary / Fellow subsidiary/ Holding company	Tax paid invoice(s) duly certified by statutory auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary /Holding company.
B	Documents Required-Financial Criteria	
B.1	Annual Turn-over	A certificate for financial capability of the bidder from Practicing Chartered Accountant/ Certified Public Accountant in prescribed format [Form F-9] as provided in the Tender Document.
B.2	Net Worth	Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account statements] along with Audit Report of three (3) preceding Financial Year(s).

		The bank shall be required to issue the letter for declaration/ certificate of line of credit on their letter head along with the contact details of the issuing authority like email id, contact number etc. The original document for “Line of Credit” should be submitted along with other physical documents required as per terms and conditions of tender.
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Bidder shall furnish the duly filled and signed Check list for submission of documents for qualification for Bid Evaluation Criteria (BEC) as per form F-8(B).

F. AUTHENTICATION OF DOCUMENTS TO BE SUBMITTED IN SUPPORT OF BEC:

(i) Technical Criteria of BEC

All documents in support of Technical Criteria of BEC to be furnished by the bidders shall necessarily be duly certified/~~attested~~ by awarding agency.

(ii) Financial Criteria of BEC

In support of financial criteria of Bid Evaluation Criteria (BEC), bidder is required to submit “Details of Financial capability of bidder” exactly in the format provided in the tender document, duly signed and stamped by a practicing Chartered Accountant.

Further, copy of audited annual financial statements including Audit report submitted in bid shall be duly certified/ attested by Notary Public with legible stamp.

In absence of requisite documents, IGM Noida reserves the right to reject the bid without making any reference to the bidder.

G. Apart from above, Bidder must submit all other relevant documents/ information as specified in the Scope of Work/SCC for Technical Evaluation of bid or specified elsewhere in the Tender Document, towards proof of its responsiveness. Techno-commercially acceptable bids shall be considered for price bid opening and further evaluation.

H. EVALUATION METHODOLOGY:

The “Schedule of Rates” including GST quoted for complete scope of work shall be taken up for evaluation on overall L-1 cost basis to Owner.

The ranking of bidders (L-1, L-2 ...) shall be determined by the bidder’s quoted price (arrived after applying quoted % increase or decrease on total estimated price) in ascending order.

In case of tie, i.e. more than one bidder quotes the same percentage, the rank will be decided based on the turnover of last audited financial year. As an example, in case two bidders become L-1, bidder having higher turnover in last audited financial year will be considered as L-1 and other bidder will be L-2.

I. PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

1. OM no. 7/10/2021-PPD (1) dated 23.02.2023, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.
2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement no. 4) dated 23.02.2023.

Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.

Further the above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India

3. **"Bidder"** (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) **for purpose of this provision** means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
4. **"Bidder from a country which shares a land border with India"** for the purpose of this:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or

- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

5. "Beneficial owner" for the purpose of above (4) will be as under:

- i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation —

- a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
 - b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

6. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons

Note:

- (i) A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of this Order.
- (ii) However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]

7. **"Transfer of Technology"** means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently. (Matters of interpretation of this term shall be referred to the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, and the interpretation of the Committee shall be final.)

8. **SUBMISSION OF CERTIFICATE IN BIDS:**

Bidder shall submit a certificate in this regard as Form-I-A.

For cases falling under the category of Transfer of Technology, Bidder shall submit a certificate in this regard as Form-I-B.

If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid/termination and further action as per "Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices" of tender document.

9. The registration, wherever applicable, should be valid at the time of submission of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

10. **RESTRICTING PARTICIPATION OF NCLT REFERRED BIDDERS**

- (i) Offer from the following type of bidders / members of consortium will not be considered:
- Bidders who are undergoing insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016 (Code).
 - Bidders whose resolution process or liquidation or bankruptcy proceeding is initiated under the Code at any stage of evaluation of bid.
- (ii) It will be responsibility of the bidder/contractor/vendor to inform IGM NOIDA within 15 (Fifteen) days from the date of order of insolvency resolution process or liquidation or bankruptcy proceeding passed by the Adjudicating Authority Namely
- (iii) National Company Law Tribunal (NCLT) or Debt Recovery Tribunal (DRT) or any other similar authority under the Code.
- (iv) If bidder fails to share the information regarding their status of insolvency resolution process or liquidation or bankruptcy proceeding in their bid or at any latter stage, their offer is liable to be rejected by IGM NOIDA.
- (v) IGM NOIDA reserve the right to cancel / terminate the contract without any liability on the part of IGM NOIDA immediately on the commencement of insolvency resolution process or liquidation or bankruptcy proceeding of any party under the contract.

A declaration in this regard shall be furnished by the bidder as per proforma at Annexure-A to Section-II.

UNDERTAKING ON LETTERHEAD

To,

M/s IGM NOIDA (A unit of SPMCIL)

SUB:

TENDER NO:

REF: OM No. 7/10/2021-PPD(1) dated 23.02.2023 of Dept of Expenditure, Ministry of Finance,
Government of India

(<https://doe.gov.in/procurement-policy-divisions>)

Dear Sir

We, M/s _____ (*Name of Bidder*), have read the clause regarding restrictions on Procurement from a Bidder of a country which shares a land border with India as mentioned in the tender document in line with the above referred guidelines dated 23.02.2023 for Procurement from a bidder which shares a land border with India and We certify that

- (i) Bidder is not from such a country []
- (ii) If the Bidder is from such a country []
which shares a land border with India, has been registered
with the Competent Authority.
(Evidence of valid registration by the
Competent Authority to be attached by the bidder)

(Bidder is to tick appropriate option (✓ or X) above).

We hereby certify that we fulfill all requirements in this regard and is eligible to be considered against the subject tender.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

UNDERTAKING ON LETTERHEAD
(Applicable in case of Transfer of Technology cases only)

To,

M/s IGM NOIDA (A unit of SPMCIL)

SUB:

TENDER NO:

REF: OM No. 7/10/2021-PPD(1) dated 23.02.2023 of Dept of Expenditure, Ministry of Finance,
Government of India

(<https://doe.gov.in/procurement-policy-divisions>)

Dear Sir

We, M/s_____ (*Name of Bidder*), have read the clause regarding restrictions on Procurement from a Bidder of a Country having Transfer of Technology (ToT) arrangement as mentioned in the tender document in line with the above referred guidelines dated 23.02.2023 for Procurement from a bidder which shares a land border with India and We certify that

- (i) The Bidder does not have ToT with such a country []
- (iii) If the Bidder is having ToT from such a country []
which share a land border with India, has been registered

with the Competent Authority.

(Evidence of valid registration by the
Competent Authority to be attached by the bidder)

(Bidder is to tick appropriate option (✓) above).

We hereby certify that we fulfill all requirements in this regard and is eligible to be considered against the subject tender.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

**DECLARATION ON PROCEEDINGS AS PER INSOLVENCY AND BANKRUPTCY
CODE 2016**

To,
M/s IGM NOIDA (a unit of SPMCIL)

SUB:

TENDER NO:

Dear Sir,

I/ We hereby declare that I/We, M/s. _____, declare that:

I/We am/are not undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date.

OR

I/We am/are undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date as per details mentioned below.

- (a) _____
(b) _____
(c) _____

(Attach details in separate sheet)

Further, I/We also confirms that in case there is any change in status of this declaration at any stage of tendering/ execution (in case of award), the same will be promptly informed to IGM NOIDA.

Note: Strike out either (i) or (ii) as applicable.

It is understood that if this declaration is found to be false, IGM NOIDA (A unit of SPMCIL) shall have the right to reject my/our bid, and forfeit the EMD/ CPS. If the bid has resulted in a contract, the contract will be liable for termination without prejudice to any other right or remedy (including banning or holiday listing) available to IGM NOIDA.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

**PROFORMA OF "BANK GUARANTEE" TOWARDS PERFORMANCE SECURITY /
SECURITY DEPOSIT BY FOREIGN BASED SUPPORTING COMPANY OF THE
BIDDING COMPANY
CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

To,

To, M/s. IGM NOIDA (A Unit of SPMCIL)	Bank Guarantee No.	
	Date of BG	
	BG Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the "SUPPLIER" which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of _____ vide PO/LOA/ NOTIFICATION OF AWARD No. _____ dated _____ (herein after called CONTRACT) for IGM NOIDA (A unit of SPMCIL) having registered office at D-2 Sector 1 Gautam Budh Nagar Noida, Uttar Pradesh, India. (herein after called the "IGM NOIDA" which expression shall wherever the context so require include its successors and assignees).

Further, M/s. _____ (Name of the Supporting company) having its registered/head office at _____ based on whose experience/technical strength, the SUPPLIER has qualified for award of contract (hereinafter referred to as the 'SUPPORTING COMPANY') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) has agreed to provide complete technical and other support to the SUPPLIER for successful completion of the contract as mentioned above, entered between IGM NOIDA and the SUPPLIER and IGM NOIDA having agreed that the 'SUPPORTING COMPANY' shall furnish to IGM NOIDA a performance guarantee for Indian Rupees towards providing complete financial and other support to the SUPPLIER for successful completion of the contract as mentioned above,

The said M/s. (Supporting Company) has approached us and at their request and in consideration of the premises we having our office at _____ have agreed to give such guarantee as hereinafter mentioned.

2. We (name of the bank) _____ registered under the laws of _____ having head/ registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any/all moneys to the extent of Indian Rs. (in figures) _____ (Indian Rupees (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the 'SUPPORTING COMPANY'. Any such demand made by IGM NOIDA on the Bank by serving a written notice shall be conclusive and binding,

without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by IGM NOIDA in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the 'SUPPORTING COMPANY' and shall remain valid, binding and operative against the bank.

3. The Bank also agrees that IGM NOIDA at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the 'SUPPORTING COMPANY' and notwithstanding any security or other guarantee that IGM NOIDA may have in relation to the 'SUPPORTING COMPANY's liabilities.
4. The Bank further agrees that IGM NOIDA shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said SUPPLIER from time to time or to postpone for any time or from time to time exercise of any of the powers vested in IGM NOIDA against the said SUPPLIER/ and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said SUPPLIER or for any forbearance, act or omission on the part of IGM NOIDA or any indulgence by IGM NOIDA to the said SUPPLIER(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of IGM NOIDA under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till IGM NOIDA discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of IGM NOIDA or that of the 'SUPPORTING COMPANY'.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.
9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs. (in figures) _____ (Indian Rupees (in words) _____ only) and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee) _____.
10. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.
11. Notwithstanding anything contained herein:
 - a) The Bank's liability under this Guarantee shall not exceed (currency in figures) _____ (currency in words only) _____

- b) This Guarantee shall remain in force upto ____ (this date should be expiry date of defect liability period of the Contract) and any extension(s) thereof; and
- c) The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of (indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of IGM NOIDA under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

Details of next Higher Authority of the Officials who have issued the Bank Guarantee:

Name

Designation

Yours faithfully,

Bank by its Constituted Attorney

Signature of a person duly Authorized to
sign on behalf of the Bank

E-mail :

Telephone/Mobile No. :

INSTRUCTIONS FOR FURNISHING

"PERFORMANCE SECURITY / SECURITY DEPOSIT " BY "BANK GUARANTEE"

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Delhi.
2. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Purchaser as per format appended below.
3. The Bank Guarantee shall be from any Indian scheduled bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.

MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY
VENDOR ALONG WITH BANK GUARANTEE

1	BANK GUARANTEE NO	:				
2	VENDOR NAME / VENDOR CODE	:	NAME			
			VENDOR CODE			
3	BANK GUARANTEE AMOUNT	:				
4	LOA / PO NO.	:				
5	NATURE OF BANK GUARANTEE	:				
	(Please Tick (√) Whichever is Applicable		PERFORMANCE BANK GUARANTEE	SECURITY DEPOSIT	EMD	ADVANCE
6	BG ISSUED BANK DETAILS					
(A)		EMAIL ID:				
(B)		ADDRESS:				
(C)		PHONE NO:				
		(D)	IFSC:			

SECTION-III

INSTRUCTION TO BIDDERS
(ITB)

(TO BE READ IN CONJUNCTION WITH
BIDDING DATA SHEET (BDS)

SECTION-III - INSTRUCTION TO BIDDERS (ITB)

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ORDER 2017

INSTRUCTIONS TO BIDDERS [ITB]
(TO BE READ IN CONJUNCTION WITH BIDDING DATA SHEET (BDS))

[A] – GENERAL

1 SCOPE OF BID

- 1.1 The Purchaser (i.e. IGM, Noida) as defined in the "General Conditions of Contract [GCC]", wishes to receive Bids as described in the Invitation for Bid (the “**Tender Document /Bid Document**”) issued by Purchaser. Purchaser/Owner/IGM NOIDA occurring herein under shall be considered synonymous.
- 1.2 SCOPE OF BID: The scope of work/ Services shall be as defined in the Tender documents.
- 1.3 The successful bidder will be expected to complete the scope of Bid within the period stated in Special Conditions of Contract.
- 1.4 Throughout the Tender Documents, the terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

2 ELIGIBLE BIDDERS

- 2.1 The Bidder shall not be under a declaration of ineligibility by Purchaser (i.e. Procuring Unit of SPMCIL or by SPMCIL) for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in "Instructions to Bidders [ITB], Clause No. 39” (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.2 The Bidder is not put on ‘Holiday’ by (i.e. Procuring Unit of SPMCIL or by SPMCIL only due to “poor performance” or “corrupt and fraudulent practices”) on due date of submission of bid. Further, neither bidder nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of (i.e. Any Unit of SPMCIL).

If the bidding documents were issued inadvertently/ downloaded from website, offers submitted by such bidders shall not be considered for opening/ evaluation/Award and will be returned immediately to such bidders.

In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to IGM NOIDA by the bidder.

It shall be the sole responsibility of the bidder to inform about their status regarding para 1 of clause 2.2 herein above on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.
- 2.3 The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid. In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to IGM NOIDA by the bidder. It shall be the sole responsibility of the bidder to inform IGM NOIDA there status on above on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no.39 of ITB.
- 2.4 Bidder shall not be affiliated with a firm or entity:
 - (i) that has provided consulting services related to the work to the during the preparatory stages of the work or of the project of which the works/services form a part of or

- (ii) that has been hired (proposed to be hired) by the Purchaser as an Engineer/ Consultant for the contract.
- 2.5 Neither the firm/entity appointed as the Project Management Consultant (PMC) for a contract nor its affiliates/ JV'S/ Subsidiaries shall be allowed to participate in the tendering process unless it is the sole Licensor/Licensor nominated agent/ vendor.
- 2.6 Pursuant to qualification criteria set forth in the bidding document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.
- 2.7 **Power of Attorney:**
Power of Attorney (POA) to be issued by the bidder in favour of the authorized employee(s), in respect of the particular tender, for purpose of signing the documents including bid, all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the bidder (including Consortium). Any consequence resulting due to such signing shall be binding on the Bidder.
- (I) In case of a Single Bidder, the Power of Attorney shall be issued as per the constitution of the bidder as below:
- a) **In case of Proprietorship:** by Proprietor
 - b) **In case of Partnership:** by all Partners or Managing Partner
 - c) **In case of Limited Liability Partnership:** by any bidder's employee authorized in terms of Deed of LLP
 - d) **In case of Public / Limited Company:** PoA in favour of authorized employee(s) by Board of Directors through Board Resolution or by the
 - e) designated officer authorized by Board to do so. Such Board Resolution should be duly countersigned by Company Secretary / MD / CMD / CEO.
- 2.8 In case of change of constitution of bidder after submission of bid, the same shall be informed by the bidder to IGM NOIDA promptly. Failure to same shall be considered as misrepresentation by the bidder. Further, coerce of action can be taken towards rejection/disqualification of Bids and Termination of contract as deemed fit.

3 ONE BID PER BIDDER

- 3.1 A Bidder shall submit only 'one [01] Bid' in the same Bidding Process either as single entity or as a member of any consortium (wherever consortium bid is allowed). A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.
- 3.2 A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices. The bidder found to have a conflict of interest shall be disqualified. A bidder shall be considered to have a conflict of interest with one or more bidders in this bidding process, if:
- a) they have controlling partner (s) in common; or
 - b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
 - c) they have the same legal representative/authorized signatory/agent for purposes of this bid; or
 - d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
 - e) Bidder participates in more than one bid in bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.

- f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
- g) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

Bidders are required to submit a confirmation for no conflict of interest with other bidders in Form F-5.

Failure to comply this clause during tendering process will disqualify all such bidders from process of evaluation of bids.

3.3 Alternative Bids shall not be considered.

3.4 Bidders are required to provide complete details of all Directors/Partners/Proprietors etc. including Father's name, Residential address, AADHAR, PAN Card details & DIN Nos. in Form F-1 & Form F-1A of ITB.

It is the responsibility of the participating Bidder(s) to assess the relationship as mentioned above.

In case any undertaking/declaration given by a Bidder(s) in this regard is found to be false, this would be a sufficient ground for rejection of Bid(s) /termination of contract and also initiation of further action as per "Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices" of tender document

4 COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Documentation Charges, Bank charges, all courier charges, translation charges, authentication charges and any associated charges including taxes & duties thereon. Further, IGM NOIDA will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

5 SITE VISIT

5.1 The Bidder is advised to visit and examine the site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required job. The costs of visiting the site shall be borne by the Bidder.

5.2 The Bidder or any of its personnel or agents shall be granted permission by the Purchaser to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Purchaser and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.

5.3 The Bidder shall not be entitled to hold any claim against IGM NOIDA for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

[B] – BIDDING DOCUMENTS

6 CONTENTS OF BIDDING DOCUMENTS

- 6.1 The contents of Bidding Documents / Tender Documents are those stated below, and should be read in conjunction with any 'Addendum / Corrigendum and Clarification(s)' issued in accordance with "ITB: Clause-7 & 8":

- Section-I : Invitation for Bid [IFB]*
- Section-II : Bid Evaluation Criteria [BEC] & Evaluation methodology
- Section-III : Instructions to Bidders [ITB], Annexure, Forms & Format**
- Section-IV : General Conditions of Contract [GCC]
- Section-V : Special Conditions of Contract [SCC]
- Section-VI : Technical specification of the Contract (TSC)
- Section-VII : Scope of Work /Drawing & List of Approved Makes
- Section-VIII : Schedule of Rates
- Section-X : Tender Form

*Request for Quotation', wherever applicable, shall also form part of the Bidding Document.

** The subject tender is based on standard formats and applicability of some specific clauses may be seen in Annexure-IV to Section-III i.e. BDS (Bidding Data Sheet).

For participation in E-tender, instructions are mentioned at Annexure-III to Section-III.

- 6.2 The Bidder is expected to examine all instructions, forms, terms & conditions in the Bidding Documents. The "Request for Quotation [RFQ] & Invitation for Bid (IFB)" together with all its attachments thereto, shall be considered to be read, understood and accepted by the Bidders. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will be at Bidder's risk and may result in the rejection of his Bid.

7 CLARIFICATION OF TENDER DOCUMENTS

- 7.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify IGM NOIDA in writing by email at IGM NOIDA's mailing address indicated in the BDS not later than 03 (three) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the due date of submission of bid in cases where pre-bid meeting is not scheduled. IGM NOIDA reserves the right to ignore the bidders request for clarification if received after the aforesaid period. IGM NOIDA may respond in writing to the request for clarification. IGM NOIDA's response including an explanation of the query, but without identifying the source of the query will be uploaded on e-tender portal / communicated to prospective bidders by e-mail.
- 7.2 Any clarification or information required by the Bidder but same not received by the Purchaser at clause 8.1 (refer BDS for address) above is liable to be considered as "no clarification / information required".

8 AMENDMENT OF BIDDING DOCUMENTS

- 8.1 At any time prior to the 'Bid Due Date', Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by addenda/ corrigendum.
- 8.2 Any corrigendum thus issued shall be integral part of the Tender Document and shall be hosted on the websites as provided at clause no. 2.0 (G) of IFB /communicated to prospective bidders by e-mail. Bidders have to take into account all such corrigendum before submitting their Bid.
- 8.3 The Purchaser, if consider necessary, may extend the Bid Due Date in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the addenda/corrigendum issued thereof.

[C] – PREPARATION OF BIDS

9 LANGUAGE OF BID:

The bid prepared by the Bidder and all correspondence, drawing(s), document(s), certificate(s) etc. relating to the Bid exchanged by Bidder and IGM NOIDA shall be written in English language only. In case a document, certificate, printed literature etc. furnished by the Bidder in a language other than English, the same should be accompanied by an English translation duly authenticated by the Indian Chamber of Commerce, in which case, for the purpose of interpretation of the Bid, the English translation shall govern.

10 DOCUMENTS COMPRISING THE BID

10.1 IN CASE OF E-TENDERING:

Bidders are requested to refer instructions for participating in e-Tendering (Annexure-I to Section III), Bidders manual kit and FAQs available in E-tender portal and bids submitted manually shall be rejected. All pages of the Bid must be digitally signed by the "authorized signatory" of the Bidder holding Power of Attorney. The Bid must be submitted on e-tender portal (<https://etenders.gov.in/eprocure/app>) as follows: -

10.1.1 **PART-I: “TECHNO-COMMERCIAL/UN-PRICED BID”** comprising all the above documents mentioned at 11.1.1 along with copy of EMD/Bid Security/Declaration for Bid Security, copy of Power of Attorney and copy of integrity pact should be uploaded in the technical bid in the e-tender portal.

Further, Bidders must submit the original " EMD, Power of Attorney, Integrity Pact (wherever applicable) and any other documents specified in the Tender Document to the address mentioned in IFB, in a sealed envelope, super scribing the details of Tender Document (i.e. tender number & tender for) **within 7 days from the date of bid opening.**

Bidders are required to submit the EMD in original by Due Date and Time of Bid Submission or upload a scanned copy of the same in the Part-I of the Bid. If the Bidder is unable to submit EMD in original by Due Date and Time of Bid Submission, the Bidder is required to upload a scanned copy of the EMD in Part-I of Bid, provided the original EMD, copy of which has been uploaded, is received within 7 days from the Due Date of Bid Opening, failing which the Bid will be rejected irrespective of their status/ranking in tendering process and notwithstanding the fact that a copy of EMD was earlier uploaded by the Bidder.

10.1.2 **PART-II: PRICE BID**

The Prices are to be filled strictly in the Schedule of Rate of the bidding documents and provision mentioned at para 11.1.2 herein below and to upload in financial bid in the e-tender portal.

11 BID PRICES

11.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Purchaser. The prices quoted by the Bidders will be inclusive of all taxes.

- 11.2 The Bid price will be evaluated on the basis of Total Price offered by the bidder (Inclusive of all the taxes).
- 11.3 However, Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.
- 11.4 Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 11.5 All duties, taxes and other levies [if any] payable by the Contractor under the Contract, shall be included in the rates / prices and the total bid-price submitted by the Bidder.

Bidder shall indicate applicable rate of GST (CGST & SGST/ UTGST or IGST) in SOR.

("SCC") or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.

- 11.6 Prices quoted by the Bidder, shall remain firm and fixed and valid till completion of the Contract and will not be subject to variation on any account unless any price escalation/variation is allowed elsewhere in the Tender Document.
- 11.7 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.
- 11.8 Bidder shall also mention the **Service Accounting Codes (SAC) / Harmonized System of Nomenclature (HSN)** at the designated place in SOR.

12 GST (CGST & SGST/ UTGST or IGST)

- 12.1 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever GST (CGST & SGST/UTGST or IGST) is applicable.
- 12.2 Quoted prices should be inclusive of all taxes and duties. Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Contractor only. Contractor providing taxable service shall issue an e-Invoice/Invoice/Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Contractor with requisite details.
- 12.3 In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of IGM NOIDA that the Contractor has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from IGM NOIDA to the government exchequer, then, that Contractor shall be put under Holiday list of IGM NOIDA for period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on IGM NOIDA.
- 12.4 In case of statutory variation in GST (CGST & SGST/UTGST or IGST), other than due to change in turnover, payable on the contract value during contract period, the Contractor shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

- 12.5 Claim for payment of GST (CGST & SGST/UTGST or IGST)/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST (CGST & SGST/UTGST or IGST), otherwise claim in respect of above shall not be entertained for payment of arrears.
- 12.6 The base date for the purpose of applying statutory variation shall be the Bid Due Date.
- 12.7 The bids will be evaluated based on total price including quoted GST (CGST & SGST/UTGST or IGST).
- 12.8 Anti-profiteering clause
As per GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Contractor may note the above and quote their prices accordingly.
- 12.9 Full payment including GST will be released at the time of processing of invoice for payment, where the GST amount reflects in Form GSTR-2A of IGM NOIDA. However, in case where the GST amount doesn't reflect in Form GSTR-2A of IGM NOIDA, the amount of GST will be released after reflection of GST amount of corresponding invoice in Form GSTR-2A of IGM NOIDA.

13 BID CURRENCIES:

Bidders must submit bid in Indian Rupees only.

14 BID VALIDITY

- 14.1 Bids shall be kept valid for period specified in BDS from the final Due date of submission of bid'. A Bid valid for a shorter period may be rejected by IGM NOIDA as 'non-responsive'.
- 14.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', they may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by email. A Bidder may refuse the request without forfeiture of his EMD / Bid Security.

A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its EMD for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

15 EARNEST MONEY DEPOSIT/ BID SECURITY

- 15.1 Bid must be accompanied with earnest money (i.e. **Earnest Money Deposit (EMD)** also known as **Bid Security**) in the form of '**Demand Draft**' / '**Banker's Cheque**' / '**Insurance Surety Bond**' / '**Fixed Deposit Receipt**' [in favour of **Chief General Manager, India Govt. Mint Noida** payable at place mentioned in **Noida**] or '**Bank Guarantee (including e- bank guarantee)**' strictly as per the format given in form F-2 of the **Tender Document**. Bidder shall ensure that EMD submitted in the form of '**Bank Guarantee**' should have a validity of at least '45 days' beyond the validity of the Bid. EMD submitted in the form of '**Demand Draft**' or '**Banker's Cheque**' should be valid for three months.

Bid not accompanied with EMD, or EMD not in requisite format shall be liable for rejection. The EMD shall be submitted in Indian Rupees only.

- 15.2 The bidder can also submit the EMD through online banking transaction i.e. IMPS/NEFT/RTGS etc. For this purpose, the details of IGM NOIDA's Bank Account are mentioned under BDS. While remitting, the bidder must indicate EMD and tender/E-tender no. under remarks. Bidders shall be required to submit/ upload the successful transaction details along-with their bid/e-bid in addition to forwarding the details to dealing officer through email/letter with tender reference number immediately after remittance of EMD. In absence of submitting/ uploading the remittance details, the bid is likely to be considered as bid not accompanied with EMD. Further, in case of the online transaction, submission of EMD in original is not applicable.
- 15.3 IGM NOIDA shall not be liable to pay any documentation charges, Bank charges, commission, interest etc. on the amount of EMD. In case EMD is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. Purchaser will verify the BG from issuing bank.
- 15.4 Any Bid not secured in accordance with "ITB: Clause- 15.1&15.2" may be rejected by IGM NOIDA as non-responsive.
- 15.5 Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tendering process.
- 15.6 The successful Bidder's EMD will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' (if applicable) and furnishing the 'Contract Performance Security (CPS)/ Security Deposit' pursuant to clause no. 38 of ITB.
- 15.7 Notwithstanding anything contained herein, the EMD may also be forfeited in any of the following cases:
- (a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
 - (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
 - (c) If the Bidder modifies Bid during the period of bid validity (after Due Date and Time for Bid Submission).
 - (d) Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.
 - (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) to acknowledge receipt of the "Notification of Award".
 - (ii) to furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38"
 - (iii) to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.
- 15.8 In case EMD is in the form of 'Bank Guarantee', the same must indicate the Tender Document No. and the name of Tender Document for which the Bidder is quoting. This is essential to have proper correlation at a later date.
- 15.9 **MSEs (Micro & Small Enterprises) are not exempted from submission of EMD.**
The Government Departments/PSUs are exempted from the payment of EMD. Further, Startups are also exempted from the payment of EMD.

15.10 EMD/Bid Bond will not be accepted in case the same has reference of 'remitter'/'financer' other than bidder on the aforementioned financial instrument of EMD/ Bid Bond submitted by the bidder and bid of such bidder will be summarily rejected-

15.11 The Fixed Deposit Receipt (FDR) submitted by Bidder from a Bank based in India shall be duly pledged / lien in favour of "Chief General Manager, India Govt. Mint Noida

- The FDR shall be in the name of the Chief General Manager, India Govt. Mint Noida A/c.....(Name of Bidder) and the Bidder cannot encash / pre-mature this FDR without the discharge letter / NOC/approval of IGM NOIDA. However, IGM NOIDA can encash this FDR without the approval of the Bidder in case of non-compliance of the terms of the tender.

- The original FDR shall be accompanied by a confirmation letter in original on letter head from the issuing bank to IGM NOIDA as per the format of "Third Party Deposit Confirmation Letter" placed as VI to Section III.

Note: FDR (free from any encumbrance payable at place mentioned in BDS) along with original confirmation letter in the manner mentioned above shall be uploaded/submitted as per tender conditions.

Bank means - Any Indian scheduled Bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of "Fixed Deposit" from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the "Fixed Deposit" itself or separately on its letterhead. IGM NOIDA will verify the Fixed Deposit Receipt from issuing bank.

- The FDR should have a validity of at least '60 days' beyond the date on which the bid expires.
- Any dispute arising out of or in relation to the said FDR shall be subject to the exclusive jurisdiction of courts at New Delhi.
- FDR in Original and Third Party Deposit Confirmation Letter in Original has to be kept in Custody of IGM NOIDA.

15.12 **DECLARATION FOR BID SECURITY**

Start-Ups, CPSEs and Govt. Department (to whom exemption is allowed as per extant guidelines in vogue) are required to submit Declaration for Bid Security as per proforma at Form F-2A.

16 PRE-BID MEETING (IF APPLICABLE)

- 16.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at address specified in IFB. It is expected that a bidder shall not depute more than 02 representatives for the meeting.
- 16.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on e-tendering.
- 16.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on e-tender portal against the Tender as specified in "ITB: Clause-8. Any modification of the Contents of Bidding Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Purchaser exclusively through the issue of an Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.
- 16.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

17 FORMAT AND SIGNING OF BID

- 17.1 The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed and stamped by a person or persons duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid except for unamendable printed literature where entry(s) or amendment(s) have been made shall be initialed by the person or persons signing the Bid.
- 17.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.
- 17.3 In case of e-tendering, digitally signed documents to be uploaded as detailed in addendum to ITB (Annexure-III to Section III).

18 ZERO DEVIATION AND REJECTION CRITERIA

- 18.1 **ZERO DEVIATION:** Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. IGM NOIDA will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note IGM NOIDA will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. IGM NOIDA's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence.

Bidder is requested not to take any deviation(s)/exception(s) to the terms & conditions of Tender Document, and submit all requisite documents as mentioned in this Tender Document, failing which their Bid will be liable for rejection. If a Bidder does not reply to the queries in the permitted time frame, then its Bid shall be evaluated based on the documents available in the Bid.

As a principle, clarifications from bidders after opening of tenders will not be sought. However, where clarifications / documents from the bidders on important aspects are absolutely necessary for finalization of tender, clarifications from bidder can be asked. The request for clarification shall be given in email/portal, asking the bidder to respond by a specified date, and also mentioning therein that, if the bidder does not comply or respond

by the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid including specifications, shall be offered or permitted. No post-bid clarification at the initiative of the bidder shall be entertained. The shortfall information/ documents should be sought only in case of historical documents which pre-existed bids and which have not undergone change since then.

18.2 REJECTION CRITERIA: Notwithstanding the above, deviation to the following clauses of Tender document shall lead to summarily rejection of Bid:

- (a) Earnest Money Deposit / Bid Security/ Bid Security declaration, as applicable
- (b) Specifications & Scope of Work
- (c) Schedule of Rates / Price Schedule / Price Basis
- (d) Duration / Period of Contract/ Completion schedule
- (e) Period of Validity of Bid
- (f) Price Reduction Schedule
- (g) Contract Performance Security
- (h) Guarantee / Defect Liability Period
- (i) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (j) Force Majeure & Applicable Laws
- (k) Integrity Pact, if Applicable
- (l) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid

Note: Further, it is once again reminded not to mention any condition in the Bid which is contradictory to the terms and conditions of Tender document.

19 E-PAYMENT

IGM NOIDA (India) Limited has initiated payments to Contractors electronically, and to facilitate the payments electronically through '**e-banking**'. Payments to suppliers are usually made by account payee cheque or through ECS only. The tenderer shall give his consent in a mandate form for receipt of payment through NEFT (Section XIX); by attaching the same in the (Technical) Bid. Tenderer shall provide the details of Bank A/C in line with RBI guidelines for the same. These details will include Bank Name, Branch Name & Address, Account Type, Bank A/C No., and Bank & Branch Code as appearing on MICR cheque issued by bank. Tenderer shall also attach certificate from their bank certifying the correctness of all above-mentioned information. In case of non-payment through EFT, or where EFT facility is not available, payment may be released through cheque.

[D] – SUBMISSION OF BIDS

20 SUBMISSION, SEALING AND MARKING OF BIDS

- 20.1 In case of e-tendering, bids shall be submitted through e-tender mode in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) offer shall be acceptable. Physical documents shall be addressed to the owner at address specified in IFB.
- 20.2 All the bids shall be addressed to the owner at address specified in IFB.
- 20.3 Bids submitted under the name of AGENT/REPRESENTATIVE /RETAINER/ ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted.

21 DEADLINE FOR SUBMISSION OF BIDS

- 21.1 In case of e-bidding, the bids must be submitted through e-tender mode not later than the date and time specified in the tender documents/BDS.
- 21.2 In case of manual tendering EMD along with bid must be submitted within the due date & time, as specified in Clause no. 2.0 (I) of IFB and place mentioned in BDS.
- 21.3 IGM NOIDA may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (7. and/or 8. of ITB refers). In which case all rights and obligations of IGM NOIDA and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of due date of submission of bid will be uploaded on e-tender portal / communicated to the bidders.

22 LATE BIDS

- 22.1 Any bids received after the notified date and time of closing of tenders will be treated as late bids.
- 22.2 In case of e-tendering, e-tendering system shall close immediately after the due date for submission of bid and no bids can be submitted thereafter. In case of e-tendering, where the EMD/physical documents has been received but the bid is not submitted by the bidder in the e-tendering portal, such bid bond/ physical documents shall be returned immediately.
- 22.3 EMD /physical documents received to address other than one specifically stipulated in the Tender Document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.
- 2.3.4 Unsolicited Bids or Bids received to address other than one specifically stipulated in the tender document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

23 MODIFICATION AND WITHDRAWAL OF BIDS

Modification and withdrawal of bids shall be as follows: -

IN CASE OF E- TENDERING

The bidder may withdraw or modify its bid after bid submission but before the due date and time for submission as per tender document.

IN CASE OF MANUAL BIDDING – Not Applicable

[E] – BID OPENING AND EVALUATION

24 EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

- 24.1 IGM NOIDA reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder(s) or any obligations to inform the affected Bidder(s) of the ground for IGM NOIDA's action. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which IGM NOIDA shall respond quickly.

25 BID OPENING

25.1 *Unpriced Bid Opening:*

Authorized officials of IGM NOIDA will open bids on e-tendering portal.

25.2 *Priced Bid Opening*

- 25.2.1 IGM NOIDA will open the price bids of those Bidders who meet the qualification requirement and whose bid is determined to be technically and commercially responsive. Techno-commercial bid evaluation status will be informed to all bidders (including informing the techno-commercially not qualified Bidders). Price bids shall be opened of only techno-commercially acceptable bidders on the portal in case of e-procurement.

- 25.2.2 The price bids of those Bidders who were not found to be techno-commercially responsive shall not be opened for further stage in e-tendering.

- 25.3 In case of bids invited under the single bid system, bid shall be opened on the specified due date & time.

26 CONFIDENTIALITY

Information relating to the examination, clarification, evaluation and comparison of bids, and recommendations for the award of a contract, shall not be disclosed to bidders or any other person not officially concerned with such a process until the award to the successful bidder.

27 CONTACTING THE PURCHASER

- 27.1 From the time of bid opening to the time of contract award, no bidder shall contact IGM NOIDA on any matter related to the bid, except on request and prior written permission.
- 27.2 Any effort by the bidder to influence IGM NOIDA in bid evaluation, bid comparison or contract award decisions will vitiate the process and will result in the rejection of the bidder's bid and action shall be initiated as per the IGM NOIDA's procedure for action in case Corrupt / Fraudulent / Collusive / Coercive practices in this regard apart from forfeiture of EMD/ Bid Security, if any.

28 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 28.1 The Purchaser's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Purchaser will determine whether each Bid: -
- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
 - (b) Has been properly signed;

- (c) Is accompanied by the required 'Earnest Money / Bid Security / Bid Security Declaration';
 - (d) Is substantially responsive to the requirements of the Bidding Documents; and
 - (e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-28.2"
- 28.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions for this purpose Purchaser defines the foregoing terms below:-
- a) "Deviation" is departure from the requirement specified in the tender documents.
 - b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
 - c) "Omission" is the failure to submit part or all of the information or documentation required in the tender document for evaluation of bid.
- 28.3 A material deviation, reservation or omission is one that,
- a) If accepted would,
 - i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
 - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Purchaser's rights or the tenderer's obligations under the proposed Contract.
 - b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 28.4 The Purchaser shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.
- 28.5 Tenders that do not meet the basic requirements specified in the bid documents are to be treated as unresponsive {both during Techno-commercial evaluation and Financial Evaluation in case of Two Bid System) and will be ignored. All tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the Bid document and to identify unresponsive tenders, if any. Unresponsive offers may not subsequently be made responsive by correction or withdrawal of the non- conforming stipulation. Some important points on the basis of which a tender may be declared as unresponsive and be ignored during the initial scrutiny are :
- i) The tender is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document;
 - ii) The required EMD has not been provided or exemption from EMD is claimed without acceptable proof of exemption;
 - iii) The bidder is not eligible to participate in the bid as per laid down eligibility criteria
 - iv) The bid departs from the essential requirements specified in the bidding document (for example, the tenderer has not agreed to give the required contract performance security); or
 - v) Against a schedule in the list of requirements in the tender enquiry, the tenderer has not quoted for the entire requirement as specified in that schedule (example: in a schedule, it has been stipulated that the tenderer will supply the equipment, install and commission it and also train the IGM NOIDA's personnel for operating the equipment. The tenderer has, however, quoted only for supply of the equipment).

29 CORRECTION OF ERRORS

- 29.1 Bids determined to be substantially responsive will be checked by the Purchaser for any arithmetic errors. Errors in Price Schedule/Schedule of Rates (SOR) will be corrected by the Purchaser as follows:

- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the Bidder (i.e. by multiplying the quantity and rate) shall be taken as correct.
- (ii) When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the bidder shall be taken as correct and not the amount. The amount shall be re-calculated/ corrected accordingly.
- (iii) In case a Price Schedule/ Schedule of Rate is having provisions of sub-total and grand total and there is a difference between “sum of sub totals” and “grand total”, “sum of sub totals” shall be taken as correct
- (iv) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes.

29.2 The discrepancy in bid shall be conveyed to the bidder asking to respond by a target date and if the bidder does not agree with observation, its Bid is liable to be rejected.

29.3 The above provision of Correction of Error shall be applicable for E-tendering.

30 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

Not Applicable. All bids submitted must be in the currency specified at clause 13 of ITB.

31 EVALUATION AND COMPARISON OF BIDS

Bid shall be evaluated as per evaluation criteria mentioned in Section-II of bidding documents on lowest bid.

In case of a tie at the lowest bid (L1) position between two or more bidders, the order/LoA will be placed on the bidder who has higher/ highest turnover in last audited financial year. In case there is a tie at the lowest bid (L1) position between only startup bidders and none of them has past turnover, the order/LoA will be placed on the startup who is registered earlier with Department for Promotion of Industry and Internal Trade.

32 COMPENSATION FOR EXTENDED STAY: *Not Applicable*

33 PURCHASE PREFERENCE

Purchase Preference as per Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017 shall be allowed as per Government instructions in vogue, as applicable from time to time.

The Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017 is enclosed as Annexure V to ITB herewith.

Bidders are required to select the applicable purchase preference (i.e. preference category) option while submitting the bid on e-tendering portal. However, evaluation and applicability of purchase preference policy will be based on the confirmations & documents submitted by the bidder in their bid irrespective of selection made on e-tendering portal.

[F] – AWARD OF CONTRACT

34 AWARD

Subject to "ITB: Clause-28", IGM NOIDA will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest provided that bidder, is determined to be qualified to satisfactorily perform the

Contract.

“IGM NOIDA intent to place the contract directly on the address from where Goods are produced/dispatched or Services are rendered. In case, bidder wants contract at some other address or supply of Goods/ Services from multiple locations, bidder is required to provide in their bid address on which order is to be placed”.

IGM NOIDA will place the Contract directly on the successful bidder from whom the bid has been received & evaluated and will not place order on other entities such as subsidiary, business associate or partner, dealer/distributor etc. of the Bidder.

35 NOTIFICATION OF AWARD

- 35.1 Prior to the expiry of 'Period of Bid Validity', Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by IGM NOIDA either by E-mail /Letter or like means defined as the "Notification of Award of contract". The Contract shall enter into force on the date of NAC and the same shall be binding on IGM NOIDA and successful Bidder (i.e. Contractor). The Notification of Award will constitute the formation of a Contract.
- 35.2 After issue of Notification of Award to the successful Bidder, who, within 'Twenty-One [21] days' the successful Bidder's / Contractor's has to furnish the 'Contract Performance Security
- 35.3 / Security Deposit', pursuant to "ITB: Clause-37", IGM NOIDA will promptly discharge his 'Earnest Money Deposit / Bid Security', pursuant to "ITB: Clause-15"
- 35.4 The detailed Purchase order shall be issued after submission of security deposit and their respective confirmation towards Bank confirmation incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any.
- 35.5 The Order/ contract value mentioned above is subject to Price Reduction Schedule clause.
- 35.6 The commencement date of work will be start from the issue of Purchase Order.
- 35.7 Contract period shall commence from the date of "Purchase order" or as mentioned in the Notification of Award. The "Notification of Award" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract Agreement as per "ITB: Clause-36".

36 SIGNING OF AGREEMENT

- 36.1 The successful Bidder/Contractor shall be required to execute an 'Agreement' (in case the individual contract value as specified in Notification of Award is more than INR 20 CRORE inclusive of GST) in the proforma given in this Bidding Document on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/Contractor] and of 'State of India' specified in Bidding Data Sheet (BDS) only, within 'fifteen [15] days' of receipt of the "Purchase Order " of the Tender by the successful Bidder/Contractor failure on the part of the successful Bidder/Contractor to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for forfeiture of EMD/Security Deposit / Action as per Bid Security declaration.

Bidders can request Bilingual (Hindi & English) Contract Agreement. The format for signing Contract Agreement in English is attached with this Bidding Document.

37 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT [CPS/SD]

37.1 Within 21 days of the receipt of the notification of award from IGM NOIDA, the successful bidder shall furnish the Contract Performance Security (CPS) in accordance with of General Conditions of the Contract. The CPS shall be in the form of either Banker's Cheque or Demand Draft or Insurance Surety Bond or Fixed Deposit Receipt or Bank Guarantee (including e- bank guarantee) or Letter of Credit and shall be in the currency of the Contract. However, CPS shall not be applicable in cases wherein the individual contract value as specified in Notification of Award is less than INR 5 Lakh (inclusive of GST).

37.2 The contract performance security shall be for an amount equal to specified in Bidding Data Sheet (BDS) towards faithful performance of the contractual obligations and performance of equipment. For the purpose of CPS, Contract/order value shall be inclusive of GST (CGST & SGST/UTGST or IGST).

Bank Guarantee towards CPS shall be from any Indian scheduled bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.

37.3 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for consideration of the annulment of the award and forfeiture of the EMD / action as per declaration for Bid Security.

37.4 The CPS has to cover the entire contract value including extra works/services also. As long as the CPS submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional CPS. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional CPS.

37.5 In addition to existing specified form (i.e. Demand Draft (DD)/ Banker's Cheque/ Bank Guarantee/Letter of Credit) mentioned in tender documents for submission of Security Deposit/ Contract Performance Security, the successful bidder can also submit the Security Deposit/ Contract Performance Security through online banking transaction i.e. IMPS/NEFT/RTGS/SWIFT etc. For this purpose, the details of IGM NOIDA's Bank Account is mentioned in BDS. Further, in case a successful Bidder is willing to furnish CPS through SWIFT, the details may be obtained from Purchase Officer immediately after receipt of Notification of Award.

While remitting such online transaction, the bidder must indicate "**Security Deposit/ Contract Performance Security against NAC no. _____ (contractor to specify the NAC No.)**" under remarks column of such transaction of respective bank portal. The contractor/vendor shall be required to submit the successful transaction details to the dealing officer immediately through email/letter and necessarily within 30 days from the date of / Notification of Award.

37.6 In case of forfeiture of Contract Performance Security/ Security Deposit in terms of GCC, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by IGM NOIDA. The forfeiture amount will be subject to final decision of IGM NOIDA based on other terms and conditions of order/ contract.

37.7 The Contractor will also submit covering letter along with CPS as per format at form F-4.

- 37.8 CPBG/Security Deposit will not be accepted in case the same has reference of 'remitter'/'financer' other than bidder on the aforementioned financial instrument of CPBG/ Security Deposit submitted by the Contractor.
- 37.9 The first payment to vendor is to be released only after submission of CPS / Security Deposit (SD).
- 37.10 Before the CPS / Security Deposit (SD) is released a "No Claim Certificate" is to be submitted by the supplier/vendor.
- 37.11 In case performance security is not submitted within the stipulated time. In case the firm fails to submit the requisite Performance Security even thereafter or fails to sign the contract, it may be treated as withdrawal of offer by L1 bidder, and the tender may be reinvited, besides taking necessary punitive actions including forfeiture of EMD against such bidders.
- 37.12 The Fixed Deposit Receipt (FDR) submitted by Bidder from a Bank based in India shall be duly pledged / lien in favour of "Chief General Manager, India Government Mint Noida).
- 37.12.1 The FDR shall be in the name of the Chief General Manager, India Government Mint Noida A/c.....(Name of Bidder) and the Bidder cannot encash / pre-mature this FDR without the discharge letter / NOC/approval of IGM NOIDA. However, IGM NOIDA can encash this FDR without the approval of the Bidder in case of non-compliance of the terms of the tender.
- The original FDR shall be accompanied by a confirmation letter in original on letter head from the issuing bank to IGM NOIDA as per the format of "Third Party Deposit Confirmation Letter" placed as Annexure – VI to Section III.
- Note: FDR (free from any encumbrance payable at place mentioned in BDS) along with original confirmation letter in the manner mentioned above shall be uploaded/submitted as per tender conditions.
- Bank means - Any Indian scheduled Bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of "Fixed Deposit" from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the "Fixed Deposit" itself or separately on its letterhead. IGM NOIDA will verify the Fixed Deposit Receipt from issuing bank.
- 37.12.2 The FDR should have a validity of at least 'two [02] months' beyond the date on which the bid expires.
- 37.12.3 Any dispute arising out of or in relation to the said FDR shall be subject to the exclusive jurisdiction of courts at New Delhi.
- 37.12.4 FDR in Original and Third-Party Deposit Confirmation Letter in Original has to be kept in Custody of IGM NOIDA.

38 PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT/ COLLUSIVE/

COERCIVE PRACTICES

38.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-I.

38.2 **NON-APPLICABILITY OF ARBITRATION CLAUSE IN CASE OF BANNING OF VENDORS/ SUPPLIERS / CONTRACTORS/BIDDERS/ CONSULTANTS INDULGED IN FRAUDULENT/ COERCIVE PRACTICES**

Notwithstanding anything contained contrary in GCC and other "CONTRACT DOCUMENTS", in case it is found that the Contractors / Bidders indulged in fraudulent/coercive practices at the time of bidding, during execution of the contract etc., and/or on other grounds as mentioned in IGM NOIDA's "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices" (Annexure-I to Section-III), the contractor/bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by IGM NOIDA (India) Ltd., to such Contractors/Bidders.

The Contractor/ Bidder understands and agrees that in such cases where Contractor/ Bidder has been banned (in terms of aforesaid procedure) from the date of issuance of such order by IGM NOIDA, such decision of IGM NOIDA shall be final and binding on such Contractor/ Bidder and the 'Arbitration clause' in the GCC and other "CONTRACT DOCUMENTS" shall not be applicable for any consequential issue /dispute arising in the matter.

39 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

39.1 **Exemption of EMD and benefits of purchase preference is not applicable to participating MSE's being a works tender.**

40 VENDOR PERFORMANCE EVALUATION

Shall be as stipulated Annexure II to ITB herewith.

41 INCOME TAX & CORPORATE TAX

41.1 Income tax deduction shall be made from all payments made to the contractor as per the rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.

41.2 Corporate Tax liability, if any, shall be to the contractor's account.

41.3 **TDS**

(i) TDS, wherever applicable, shall be deducted as per applicable act/law/rule.

41.4 **MENTIONING OF PAN NO. IN INVOICE/BILL**

As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for procurement of goods / services/works/consultancy services exceeding Rs. 2 Lacs per transaction or as amended from time to time.

Accordingly, contractor should mention their PAN no. in their invoice/ bill for any transaction exceeding Rs. 2 lakhs or as amended from time to time. As provided in the notification, in case contractor do not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction.

Payment of contractor shall be processed only after fulfilment of above requirement.

42 DISPUTE RESOLUTION MECHANISM

AMICABLE RESOLUTION

- i. When a dispute/ difference arises, both SPMCIL and the supplier shall first try to resolve the same amicably by mutual consultation. Normally, there should not be any scope of dispute between the purchaser and the supplier after entering into a mutually agreed valid contract. However, due to various unforeseen reasons, problems may arise during the progress of the contract leading to disagreement between the purchaser and the supplier.
- ii. It is the intent of the Contract that all disputes, differences, or claims arising out of or in connection with the Contract (“Disputes”) shall, as far as possible, be resolved amicably between the parties.
- iii. In the event of any Dispute, the Contractor shall first refer the matter in writing to the Engineer-in-Charge (EIC) within fifteen (15) days of occurrence of such Dispute, furnishing full particulars and supporting documents.
- iv. The Engineer-in-Charge shall examine the matter and communicate a reasoned decision within thirty (30) days from receipt of such reference.
- v. In case the Contractor is not satisfied with the decision of the Engineer-in-Charge, or if no decision is communicated within the stipulated period, the Dispute shall be referred to mediation.

MEDIATION

- i. Reference to Mediation - Any Dispute not resolved shall be referred to mediation upon issuance of a written notice by either party to the other.
- ii. Appointment of Mediator - a) The mediator shall be appointed through a recognized institutional mediation centre, such as:
 - iii. Delhi International Arbitration Centre (DIAC)
 - iv. Indian Council of Arbitration (ICA)
 - v. International Centre for Alternative Dispute Resolution (ICADR)
- vi. b) The mediator shall be independent, impartial, and suitably qualified (preferably a retired judicial officer or experienced professional preferably having experience in construction/contract matters).
- vii. c) In case the parties fail to mutually agree upon a mediator within fifteen (15) days of notice, the mediator shall be appointed in accordance with the rules of the chosen mediation institution.
- viii. Conduct of Mediation - a) Mediation shall be conducted in accordance with:
 - ix. The Mediation Act, 2023, and
 - x. Applicable rules of the mediation institution
 - xi. b) The venue of mediation shall be New Delhi.
 - xii. c) The proceedings shall be conducted in English language and shall remain strictly confidential.
- xiii. Fees & Cost - a) The fees of the mediator and administrative charges shall be governed by the rules of the mediation institution.
- xiv. b) Such fees shall be borne **equally by both parties**.
- xv. c) Each party shall bear its own legal and incidental expenses.
- xvi. Settlement through Mediation - a) Any settlement reached shall be recorded in writing and signed by both parties.
- xvii. b) The settlement agreement shall have the **status of a final and binding agreement** and shall be enforceable in accordance with the provisions of the Mediation Act, 2023.
- xviii. Failure of Mediation - If no settlement is reached within sixty (60) days from commencement of mediation (or such extended period as mutually agreed), either party may initiate arbitration proceedings.

42.1 ARBITRATION

42.1.1 **Invocation** - Arbitration may be invoked only after exhaustion of the mediation process by issuance of a written notice by either party.

42.1.2 **Mode of Arbitration** – a) *The Dispute shall be referred to **institutional arbitration** through one of the following institutions:*

- DIAC / ICA / ICADR
- b) *Arbitration shall be conducted in accordance with:*
 - The Arbitration and Conciliation Act, 1996 (as amended), and
 - The rules of the selected arbitration institution.

42.1.3 **Constitution of Arbitration Tribunal** –

- a. The arbitration shall be conducted by a **sole arbitrator**.
- b. The arbitrator shall be appointed by the chosen arbitration institution.
- c. The arbitrator shall preferably be a retired Judge of the Supreme Court/High Court or a person having substantial experience in construction and contract matters.

42.1.4 **Fees & Cost Control** –

- a) The fees of the arbitrator shall be governed by the rules of the arbitration institution and shall be mutually agreed between the parties subject to an upper ceiling broadly aligned with the Fourth Schedule of the Arbitration and Conciliation Act, 1996. Any deviation beyond such ceiling shall require mutual written consent of both parties.”
- b) In case no agreement on fee ceiling is reached, the fees shall be governed by the ***Fourth Schedule of the Arbitration and Conciliation Act, 1996***.
- c) The cost of arbitration shall be shared equally by the parties unless otherwise determined by the arbitral tribunal.

42.1.5 **Seat, Venue and Language** –

- a. The **seat and venue of arbitration shall be New Delhi**.
- b. The arbitration proceedings shall be conducted in **English language**.

42.1.6 **Award** - The arbitral award shall be final and binding on both parties and shall be enforceable in accordance with applicable law.

42.1.7 **Governing Law & Jurisdiction** –

- a. The Contract shall be governed by and construed in accordance with the **laws of India**.
- b. Subject to the above provisions, the courts at **New Delhi** shall have exclusive jurisdiction over all matters arising out of this Contract, including enforcement of arbitral awards and interim relief.

GOVERNING LAW & JURISDICTION - a) The Contract shall be governed by and construed in accordance with the **laws of India**.

b) Subject to the above provisions, the courts at **New Delhi** shall have exclusive jurisdiction over all matters arising out of this Contract, including enforcement of arbitral awards and interim relief.

EXCEPTED MATTERS – The following matters shall not be subject to arbitration:

- a) Matters in respect of which the decision of the Engineer-in-Charge or Employer is declared final in the Contract
- b) Cases involving fraud, corruption, or criminal misconduct i.e., relating to indulgence of Contractor/Vendor/Bidder in corrupt/fraudulent/collusive/coercive practices and/or the same is under investigation by CBI or Vigilance or any other investigating agency or

- Government.
c) Dispute(s)/issue(s) involving claims below Rs. 25 lakhs and above Rs. 25 crores.
d) Any other matter specifically excluded under the Contract

43 DISPUTES BETWEEN CPSE'S / GOVT. DEPARTMENT'S/ ORGANIZATIONS

Subject to conciliation as provided above, in the event of any dispute (other than those related to taxation matters) or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs/ Port Trusts) inter se and also between CPSEs and Government Departments /Organizations), such dispute or difference shall be taken up by either party for resolution only through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

Any party aggrieved with the decision of the Committee at the First level (tier) may prefer an appeal before the Cabinet Secretary at the Second level (tier) within 15 days from the date of receipt of decision of the Committee at First level, through its administrative Ministry/Department, whose decision will be final and binding on all concerned.

The above provisions mentioned at clause no.44 & 45 shall supersede provisions relating to Conciliation, Arbitration, Governing Law & Jurisdiction and Disputes between CPSE's/ Government Department's/ Organizations mentioned in General Conditions of Contract (GCC) and elsewhere in tender document.

44 PROVISIONS FOR STARTUPS (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY AND AS AMENDED FROM TIME TO TIME) /FOR APPLICABILITY REFER BDS/

As mentioned in Section-II, relaxation for Prior turnover and prior experience to Start-ups is not allowed in this tender.

However, the Startups are exempted from submission of EMDs (if applicable).

45 UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS

Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them as per provisions of Tender Document. However, UDIN may not be required for documents being attested by Chartered Accountants in terms of provisions of Tender Document.

46 DOCUMENTS FOR PAYMENT:

Payment terms shall be as mentioned in GCC-Works/SCC.

However, for release of payment, Contractor is required to submit invoice along with other documents as mentioned in SCC. The final bill is to be submitted within one month after completion.

47 SUB-LETTING OF WORKS

The following is added to the Clause no. 37 of General Conditions of Contract (GCC)-

Works:

- a. Procurement of material, hire of equipment or engagement of labour will not mean sub-contracting.
- b. Sub-contracting by the contractor without the approval of IGM NOIDA shall be a breach of contract, unless explicitly permitted in the contract.
- c. However, if specified in SCC Sub-contracting for Specialized Items of Work is allowed up to certain percentage of work

PROCEDURE FOR ACTION IN CASE
CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES

A Definitions:

- A.1 “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.
“Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- A.2 “Fraudulent Practice” means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.
- A.3 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.
- A.4 “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
- A.5 “Vendor/Supplier/Contractor/Consultant/Bidder” is herein after referred as “Agency”
- A.6 “Competent Authority” shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ (ies) and Banning of business dealings with Agency/ (ies) and shall be the “CGM, IGM Noida” concerned.
- A.7 “Allied Agency” shall mean all concerns which come within the sphere of effective influence of the banned/suspended agency shall be treated as allied agency. In determining this, the following factors may be taken into consideration:
- a) Whether the management is common;
 - b) Majority interest in the management is held by the partners or directors of banned/ suspended agency;
 - c) Substantial or majority shares are owned by the banned/ suspended agency and by virtue of this it has a controlling voice.
 - d) Directly or indirectly controls, or is controlled by or is under common control with another bidder.
 - e) All successor agency will also be considered as allied agency.
- A.8 “Investigating Agency” shall mean any department or unit of IGM NOIDA investigating into the conduct of Agency/ party and shall include the Vigilance Department of the IGM NOIDA, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

- A.9 "Obstructive practice": materially impede the procuring entity's investigation into allegations of one or more of the above mentioned practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding IGM NOIDA's rights of audit or access to information.

B Actions against bidder(s) indulging in corrupt /fraudulent/ collusive/ coercive practice

B.1 Irregularities noticed during the evaluation of the bids:

If it is observed during bidding process/ bids evaluation stage that a bidder has indulged in corrupt/fraudulent /collusive/coercive practice, the bid of such Bidder (s) shall be rejected and its Earnest Money Deposit (EMD) shall be forfeited.

Further, such agency shall be banned for future business with IGM NOIDA for a period specified in para B 2.2 below from the date of issue of banning order.

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

If an agency, is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, action shall be initiated for putting the agency on banning list.

After conclusion of process and issuance of Speaking order for putting party on banning list, the order (s)/ contract (s) where it is concluded that such irregularities have been committed shall be terminated and Contract cum Performance Bank Guarantee (CPBG) submitted by agency against such order (s)/ contract (s) shall also be forfeited. Further such order/ contract will be closed following the due procedure in this regard.

The amount that may have become due to the contractor on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract. No risk and cost provision will be enforced in such cases.

(ii) After execution of contract and during Defect liability period (DLP)/ Warranty/Guarantee Period:

If an agency is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, after execution of contract and during DLP/ Warranty/Guarantee Period, the agency shall be banned for future business with IGM NOIDA for a period specified in para B 2.2 below from the date of issue of banning order.

Further, the Contract cum Performance Bank Guarantee (CPBG)/Contract Performance Security (CPS) submitted by agency against such order (s)/ contract (s) shall be forfeited.

B.2.2 Period of Banning

The period of banning of agencies indulged in Corrupt/ Fraudulent/ Collusive/Coercive Practices shall be as under and to be reckoned from the date of banning order:

S. No.	Description	Period of banning from the date of issuance of Banning order
1	Misrepresentation/False information other than pertaining to BEC of tender but having impact on the selection process. For example, if an agency confirms not being in holiday in IGM NOIDA/ or banned by PSUs/ Govt. Dept., liquidation, bankruptcy & etc. and subsequently it is found otherwise, such acts shall be considered in this category.	06 Months
2	Corrupt/Fraudulent (except mentioned sl. no. 1 above) /Collusive/Coercive Practices	01 year
2.1	If an agency again commits Corrupt/Fraudulent (except mentioned sl. no. 1 above) /Collusive/ Coercive Practices in subsequent cases after their banning, such situation of repeated offense to be dealt with more severity	2 years (in addition to the period already served)
3	Indulged in unauthorized disposal of materials provided by IGM NOIDA	2 years
4	If act of vendor/ contractor is a threat to the National Security	2 years

C Effect of banning on other ongoing contracts/ tenders

- C.1 If an agency is put on Banning, such agency should not be considered in ongoing tenders/future tenders.
- C.2 However, if such an agency is already executing other order (s)/ contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.
- C.3 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:
- C.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
- C.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
- C.3.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1.

D Effect of Suspension of business:

Effect of suspension on other on-going/future tenders will be as under:

- D.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.
- D.2 If an agency is put on the Suspension List during tendering:
- D.2.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
- D.2.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
- D.2.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1.
- D.2.4 The existing contract (s)/ order (s) under execution shall continue.
- D.2.5 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of IGM NOIDA or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.
- E Wherever there is contradiction with respect to terms of 'Integrity pact', GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice' shall prevail.

6.0 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY

- 6.1 An order for Holiday passed for a certain specified period shall deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation.

Further, in case Vendor/ Supplier/Contractor/ Consultant is put on holiday due to quality, and new order is placed on bidder after restoration of Vendor/ Supplier/Contractor/ Consultant, such order will be properly monitored during execution stage by the concerned site.

7.0 EFFECT OF HOLIDAY

- 7.1 If a Vendor/ Supplier/Contractor/ Consultant is put on Holiday, such Vendor/ Supplier/Contractor/ Consultant shall not be considered in ongoing tenders/future tenders.
- 7.2 However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order/ contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract. In such a case CPBG

will not be forfeited and payment will be made as per provisions of concerned contract. However, this would be without prejudice to other terms and conditions of the contract.

7.3. Effect on other ongoing tendering:

7.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.

7.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/EMD submitted by the party shall be returned to the party.

7.3.3 after opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1.

8.0 While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday list.

Any bidder, put on holiday, will not be allowed to bid through consortium route also in new tender during the period of holiday.

9.0 If an unsuccessful bidder makes any vexatious, frivolous or malicious complaint against the tender process with the intention of delaying or defeating any procurement or causing loss to IGM NOIDA or any other bidder, such bidder will be put on holiday for a period of six months, if such complaint is proved to be vexatious, frivolous or malicious, after following the due procedure.

10. **ERRANT BIDDER**

In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, IGM NOIDA shall forfeit EMD/SD if paid by the bidder and such bidders shall be debarred from participation in retendering of the same job(s)/item(s).

However, during the period in watch list such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

In case of subsequent instances of default in other tender(s) during aforesaid watch list period, the action shall be initiated as per provision of sl. no. 2 of para A of Clause no. 5.1 (v) and 5.3 (v).

**ADDENDUM TO INSTRUCTIONS TO BIDDERS
(INSTRUCTIONS FOR PARTICIPATION IN E-TENDER)**

Detailed instructions regarding bid submission procedure under e-tendering system (e-tender portal) is available on <https://igmnoida.spmcil.com/en/latest-tender/>

BIDDING DATA SHEET (BDS)**ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:**

A. GENERAL									
ITB clause	Description								
1.1	The Purchaser/Owner is: IGM NOIDA (a unit of SPMCIL)								
2.1	The name of the Works/Services to be performed is: CONSTRUCTION OF NEW MATERIAL GATE, REPLACING PROFILE SHEET, ROOFING OF BATTERY CHARGING STATION AND OTHER MISC. WORKS AT IGM NOIDA								
3	BIDS FROM CONSORTIUM/ JOINT VENTURE: Not Applicable								
B. BIDDING DOCUMENT									
ITB clause	Description								
8.1	For <u>clarification purposes</u> only, the communication address is: India Government Mint, D-2, Sector-1, Noida-201 301 Gautam Budh Nagar, Uttar Pradesh Attention: Shri Sanjay Kumar Gupta, DM(Material) Email: igm.purchase@spmCIL.com								
C. PREPARATION OF BIDS									
ITB clause	Description								
11.1.1 (u)	Additional documents to be submitted by the Bidder with its Part-I (Techno-commercial/ Unpriced bid) : SCC/Scope of Work refers								
12	Additional Provision for Schedule of Rate/ Bid Price are as under: As per Schedule of Rates (SOR) / BOQ								
12 & 13	Whether IGM NOIDA will be able to avail input tax credit in the instant tender <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>YES</td> <td></td> </tr> <tr> <td>NO</td> <td>√</td> </tr> </table>	YES		NO	√				
YES									
NO	√								
14	The currency of the Bid shall be INR								
15	The bid validity period shall be 120 days from final 'Bid Due Date'.								
16.1, 16.10 and 38.6	In case 'Earnest Money / Bid Security' or "Contract Performance Security" is in the form of 'Demand Draft' or 'Banker's Cheque' or 'Insurance Surety Bond' / 'Fixed Deposit Receipt', the same should be favor of Chief General Manager IGM NOIDA, payable at Noida In case of submission through online banking transaction i.e. IMPS / NEFT / RTGS / SWIFT, etc. the details of IGM NOIDA's Bank account are as under: <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>Correspondence address</td> <td>India Government Mint, D-2, Sector-1, Noida-201 301 Gautam Budh Nagar, Uttar Pradesh</td> </tr> <tr> <td>Account no.</td> <td>201003509051</td> </tr> <tr> <td>Branch Code</td> <td>000036</td> </tr> <tr> <td>IFSC CODE</td> <td>INDB0000036</td> </tr> </table>	Correspondence address	India Government Mint, D-2, Sector-1, Noida-201 301 Gautam Budh Nagar, Uttar Pradesh	Account no.	201003509051	Branch Code	000036	IFSC CODE	INDB0000036
Correspondence address	India Government Mint, D-2, Sector-1, Noida-201 301 Gautam Budh Nagar, Uttar Pradesh								
Account no.	201003509051								
Branch Code	000036								
IFSC CODE	INDB0000036								

MICR CODE	110234006
PAN No. (Bank)	AAACI1314G
TAN No.	MUMI01046A
Fax No.:	
Email	nogb@indusind.com

Bidder to mention reference no. “EMD/ TENDER NO.” in narration while remitting the EMD / Bid Security amount and to mention reference no. “CPS/ TENDER NO.” in narration while remitting the CPS amount in IGM NOIDA’s Bank Account.

D. SUBMISSION AND OPENING OF BIDS

ITB clause	Description
18	In addition to the original of the Bid, the number of copies required is one. Not applicable in case of e-tendering.
22.3, 26 and 4.0 of IFB	For bid submission purposes only (Manual) or the submission of physical document as per clause no. 4.0 of IFB, and Bid Opening Purpose the Owner’s address is: DM (Materials) IGM NOIDA, D-2, Sector -1, Noida - 201301, Uttar Pradesh (India)

E. EVALUATION, AND COMPARISON OF BIDS

ITB clause	Description				
32	Evaluation Methodology is mentioned in Section-II.				
33	Compensation for Extended Stay: <table border="1" data-bbox="516 1199 1149 1310"> <tr> <td>APPLICABLE</td><td></td></tr> <tr> <td>NOT APPLICABLE</td><td>√</td></tr> </table>	APPLICABLE		NOT APPLICABLE	√
APPLICABLE					
NOT APPLICABLE	√				
34	The following Purchase Preference Policy will be applicable as per provisions mentioned in tender: Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017				

F. AWARD OF CONTRACT

ITB clause	Description				
37.	State of India of which stamp paper is required for Contract Agreement: Any State				
38.	Contract Performance Security/ Security Deposit <table border="1" data-bbox="509 1667 1149 1808"> <tr> <td>APPLICABLE</td><td>√</td></tr> <tr> <td>NOT APPLICABLE</td><td></td></tr> </table> <u>The value/ amount of Contract Performance Security Deposit:</u> Security Deposit @ 5% of Total Order/ Contract Value within 21 days of notification of award.	APPLICABLE	√	NOT APPLICABLE	
APPLICABLE	√				
NOT APPLICABLE					

39.2	Name and contact details of nodal officer are under: Sh. Sanjay Kumar Gupta, DM(Material) & Material Head Email: Sanjay.gupta@spmcil.com				
40.	Whether tendered item is non-split able or not-divisible: <table border="1"> <tr> <td>Yes</td><td>√</td></tr> <tr> <td>No</td><td></td></tr> </table>	Yes	√	No	
Yes	√				
No					
41	Provision of AHR Item: <table border="1"> <tr> <td>Applicable</td><td>Type equation here</td></tr> <tr> <td>Not Applicable</td><td>√</td></tr> </table>	Applicable	Type equation here	Not Applicable	√
Applicable	Type equation here				
Not Applicable	√				
Clause no. 27.3 of GCC	Bonus for Early Completion: <table border="1"> <tr> <td>Applicable</td><td></td></tr> <tr> <td>Not Applicable</td><td>√</td></tr> </table>	Applicable		Not Applicable	√
Applicable					
Not Applicable	√				
49	Applicability of provisions relating to Startups: <table border="1"> <tr> <td>Applicable</td><td></td></tr> <tr> <td>Not Applicable</td><td>√</td></tr> </table>	Applicable		Not Applicable	√
Applicable					
Not Applicable	√				
53	Applicability of provisions relating to Order Transmittal System: <table border="1"> <tr> <td>Applicable</td><td>√</td></tr> <tr> <td>Not Applicable</td><td></td></tr> </table>	Applicable	√	Not Applicable	
Applicable	√				
Not Applicable					

SELF**Annexure-VI to Section-III****Third Party Deposit Confirmation Letter**

Date: _ _ / _ _ / _ _

To,

India Government Mint Noida,
(A unit of SPMCIL)

.....

.....

.....

Dear Sir/ Madam

Sb: Issuance of Cumulative FDR..... amounting to ₹.....valid till.....

It is hereby certified that Cumulative Fixed Deposit Receipt (FDR) bearing number.....dated..... amounting to ₹..... (Amount in figure and words) has been issued by (Name of the Bank) branch address..... The maturity value is ₹..... on dated.....

This FDR has been issued on the request of M/s..... (Name of the contractor) under the PO no. / W.O. No/Tender no. This FDR can be encashed/ redeemed without any consent/ letter from the contractor M/s.....(Name of the contractor) on the demand by M/s India Government Mint Noida (a unit of SPMCIL) and the payment will be made to M/s India Government Mint Noida (a unit of SPMCIL) excluding the interest earned thereon. The Contractor cannot encash/ premature above FDR unless above original FDR is accompanied by the discharge letter/NOC/approval of IGM NOIDA.

If the FDR is not withdrawn, till date of maturity, it may be renewed or treated as instructed by the Contractor & IGM NOIDA for renewal.

This FDR has been issued by authorized signatory of the Bank.

For or on behalf of [Name of the Bank & Branch details (Including IFS Code)]

Signature.....

Name:..... Designation:..... Contact no. Email Id.

.....

Stamp of Bank.....

Note:

- (i) **This letter forms an integrated part of FDR**
- (ii) **In case confirmation is required, the communication can be send to the following:**
Details for confirmations (including Address, Email Id, IFS Code and contact no.)

FORMS & FORMAT

LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-1A	ANNEXURE TO BIDDER'S GENERAL INFORMATION
F-2	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY "
F-2A	PROFORMA OF DECLARATION FOR BID SECURITY
F-3	LETTER OF AUTHORITY
F-4	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-5	AGREED TERMS & CONDITIONS
F-6	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-7	BIDDER'S EXPERIENCE
F-8(A)	CHECK LIST
F-8(B)	CHECK LIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS
F-9	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-10	BIDDER'S QUERIES FOR PRE-BID MEETING
F-11	E-BANKING FORMAT
F-12	INTEGRITY PACT
F-13	INDEMNITY BOND
F-14	FREQUENTLY ASKED QUESTIONS (FAQs)
F-15	UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS)
F-16	FORMAT FOR NO CLAIM CERTIFICATE FOR RELEASE OF CPS/SECURITY DEPOSIT

FORM F-1

BIDDER'S GENERAL INFORMATION

To,

M/s India Government Mint Noida (A unit of SPMCIL)

TENDER NO: _____

1	Bidder Name	M/s.....
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited Liability Partnership (LLP) firm/Public Limited/ Pvt. Limited/ Govt. Dept. / PSU/ Others If Others Specify: _____ [Enclose relevant certificates / partnership deed/certificate of Registration, as applicable]
3a	Name of Proprietor/ Partners/ Directors of the firm/company including their Father's Name and residential address, Aadhar No., Pan Card Details & DIN Nos. [As per clause for 'One Bid Per Bidder' under Section-III of Tender Document] If required, a separate sheet may be enclosed for providing the above details.	
3b	Name of Power of Attorney holders of bidder	
4	Number of Years in Operation	
5	Address of Registered Office:	City: _____ District: _____ State: _____ PIN/ZIP: _____
6	Bidder's address where order/contract is to be placed	City: _____ District: _____ State: _____ PIN/ZIP: _____
7	Office responsible for executing the contract with GST no. * (In case supply of works are from multiple locations, addresses and GST no. of all such locations are to be provided).	City: _____ District: _____ State: _____ PIN/ZIP: _____ GST No.: _____
8	Telephone Number/ Mobile no. of address where order is to be placed	_____ (Country Code) (Area Code) (Telephone No.)

9	E-mail address	
10	Website	
11	Mobile Number:	
12	ISO Certification, if any	{If yes, please furnish details}
13	PAN No.	
14	GST No. (refer sl. no. 7 above)	
15	EPF Registration No.	
16	ESI code No.	
17	Whether Micro or Small Enterprise	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)
	Whether MSE is owned by SC/ST Entrepreneur(s)	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)
	Whether MSE is owned by Women	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)
	Details of registration in TReDS	Yes / No If Yes, please provide the name of portal
18	Whether Bidder is Startups or not	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No.50)
	In case of Start-up confirm the following: (i) Date of its incorporation/ registration [The certificate shall only be valid for the entity upto ten years from the date of its incorporation/ registration] (ii) Whether turnover for any financial years since incorporation/ registration has exceed Rs.100 Crores.	

Note: * IGM NOIDA intent to place the contract directly on the address from where Works are to be supplied. In case, bidder wants contract at some other address or Works are to supplied from multiple locations, bidder is required to provide in their bid, the address on which contract is to be placed.

Place: [Signature of Authorized Signatory of Bidder]
Date: Name:
Designation:
Seal:

FORM F-1A

Annexure to Bidder's General Information

To,

M/s India Government Mint Noida (A unit of SPMCIL)

Tender No.:

Tender Subject:

Name of Bidder:

Sl. No.	Name of Proprietor/ Partners/ Directors	Father's Name	Residential Address	Aadhar No.	Pan Card Details	DIN Nos. (if applicable)

Note: The corresponding documents i.e. Aadhar, PAN & DIN etc. are also to be provided by self-attested.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

FORM F-2

PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID SECURITY"

(To be stamped on bank's letterhead with adhesive stamp in accordance with the Stamp Act)

To,	Bank Guarantee No.	
M/s India	Date of BG	
Government	BG Valid up to	
Mint Noida	Claim period up to (There should be three months gap between expiry date of BG & Claim period)	
(a unit of SPMCIL)	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),

Whereas..... (Hereinafter called the "Tenderer") has submitted its bid numbered dated for the supply of (Hereinafter called the "tender") against 's (insert name of Purchaser) (hereinafter called as the 'Purchaser') tender enquiry No. opened on Know all persons by these presents that we..... of (hereinafter called the "Bank") having our registered office at are bound unto the Purchaser, in the sum of for which payment will and truly be made forthwith, on demand by the Purchaser, without demure to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this..... day of 20.....

The conditions of this obligation are —

- i. If the Tenderer withdraws or amends, impairs, or derogates from the tender, in any respect within the period of validity of this tender.
- ii. If the Tenderer or anyone employed by it or acting on its behalf (whether with or without the knowledge of the Tenderer) breaches any of the provisions of the pre-bid/ Pre-contract Integrity Clause.
- iii. If the Tenderer having been notified of the acceptance of his tender by Purchaser during the period of its validity: -
 - a) Fails or refuses to furnish the performance security for the due performance of the contract.
 - b) Fails or refuses to accept/ execute the contract.

We undertake to pay Purchaser up to the above amount, upon receipt of its first written demand, without Purchaser having to substantiate its demand, provided that in its demand Purchaser will note that the amount claimed by it, is due to it owing to the occurrence of one or more or all the above conditions, specifying the occurred condition(s). We agree that the decision of the Purchaser, whether above conditions have occurred, shall be final and binding on us.

This guarantee will remain in force for a period of (insert the period of validity plus 60 days, in words and figures) days after the date of(insert date of tender opening) and any demand in respect thereof should reach the Bank not later than the above date.

Date

Place

Signature

(Printed Name)

(Designation)

No. _____ Date: _____

**INSTRUCTIONS FOR FURNISHING "BID SECURITY / EARNEST MONEY" BY
"BANK GUARANTEE"**

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank.
2. The expiry date should be arrived at in accordance with "ITB: Clause-15.1".
3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB: Clause-15.2".
4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee / all future communication relating to the Bank Guarantee shall be forwarded to the Purchaser at its address as mentioned at "ITB".
5. Bidders must indicate the full postal address of the Bank along with the Bank's E-mail / Phone from where the Earnest Money Bond has been issued as per proforma provided below.
6. If a Bank Guarantee is issued by a commercial Bank, then a letter to Employer confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent along with documentary evidence or in the Bank Guarantee itself.

**MATTER TO BE MENTIONED IN COVERING LETTER TO BE
SUBMITTED BY VENDOR ALONG WITH BANK GUARANTEE**

1	BANK GUARANTEE NO	:				
2	VENDOR NAME / VENDOR CODE	:	NAME			
			VENDOR CODE			
3	BANK GUARANTEE AMOUNT	:				
4	TENDER NO	:				
5	NATURE OF BANK GUARANTEE	:				
	(Please Tick (√) Whichever is Applicable		PERFORMAN CE BANK GUARANTEE	SECURITY DEPOSIT	EMD	ADVANCE
6	BG ISSUED BANK DETAILS					
(A)		EMAIL ID :				
(B)		ADDRESS :				
(C)		PHONE NO :				
		(D)	IFSC DETAILS :			

FORM F-2A

DECLARATION FOR BID SECURITY

To,

M/s India Government Mint Noida (A unit of SPMCIL)

SUB:

TENDER NO:

Dear Sir,

After examining / reviewing provisions of above referred tender documents (including all corrigendum/ Addenda), we M/s_____ (*Name of Bidder*) have submitted our offer/ bid no.

We, M/s_____ (*Name of Bidder*) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.

We understand that we will be put on watch list/holiday/ banning list (as per policies of IGM NOIDA in this regard), if we are in breach of our obligation(s) as per following:

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the IGM NOIDA during the period of bid validity:
 - (i) fail or refuse to execute the Contract, if required, or
 - (ii) fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
 - (iii) fail or refuse to accept 'arithmetical corrections' as per provision of tender document.
- (c) having indulged in corrupt/fraudulent /collusive/coercive practice as per procedure.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

FORM F-3

LETTER OF AUTHORITY

[Pro forma for Letter of Authority for Attending 'Pre-Bid Meetings' /'Un-priced Bid Opening' /
'Price Bid Opening']

Ref:
To,
M/s India Government Mint Noida (A unit of SPMCIL)

Date:

SUB:

TENDER NO:

Dear Sir,

I/We, _____ hereby authorize the following representative(s)
for attending any 'Meetings [Pre-Bid Meeting]', 'Un-priced Bid Opening', and 'Price Bid Opening'
against the above Tender Documents:

[1] Name & Designation _____ Signature _____
Phone/Cell: _____
E-mail: @

[2] Name & Designation _____ Signature _____
Phone/Cell: _____
E-mail: @

We confirm that we shall be bound by all commitments made by aforementioned authorized
representative(s).

Place:	[Signature of Authorized Signatory of Bidder]
Date:	Name:
	Designation:
	Seal:

Note:

- (i) This "Letter of Authority" should be on the **"letterhead"** of the Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend 'Pre-Bid Meetings' /'Un-priced Bid Opening' / 'Price Bid Opening'.
- (ii) Bidder's authorized representative is required to carry a copy of this authority letter while attending the 'Pre-Bid Meetings' /'Un-priced Bid Opening'.

FORM F-4

**PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE
SECURITY / SECURITY DEPOSIT"**

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To, M/s India Government Mint Noida (A unit of SPMCIL)	Bank Guarantee No.	
	Date of BG	
	BG Valid up to	
	Claim period up to (There should be three months gap between expiry date of BG & Claim period)	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),

1. Against contract vide Notification for Award of the Tender No dated covering supply of (hereinafter called the 'contract') entered into between the (insert name of Purchaser) (herein after called as the Purchaser) and M/s.....,..... (hereinafter called the 'Contractor'), this is to certify that, at the request of the Contractor, we (name of the bank), are holding in trust in favour of the Purchaser, the amount of (write the sum here in words), to indemnify and keep indemnified the Purchaser, against any loss or damage that may be caused to, or suffered by the Purchaser, by reason of any breach by the Contractor of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Contractor; and the amount of loss or damage that has been caused or suffered by the Purchaser, shall be final and binding on us, and the amount of the said loss or damage shall be paid by us, forthwith on demand and without demur to the Purchaser.

2. We (name of the bank), further agree that, the guarantee herein contained, shall remain in full force and effect, for sixty days after the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period whichever is later, i.e. till, (hereinafter called the 'said date') and that if any claim accrues or arises against us (name of the bank), by virtue of this guarantee before the said date, the same shall be enforceable against us (name of the bank), notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us, (name of the bank), by the Purchaser, before the said date. Payment under this bond of guarantee shall be made promptly, upon our receipt of notice to that effect, from the Purchaser.

3. It is fully understood that this guarantee is effective from the date of the said contract and that we (name of the bank), undertake not to revoke this guarantee during its currency, without the consent in writing of the Purchaser.

4. We undertake to pay to the Purchaser, any money so demanded, notwithstanding any dispute or disputes raised by the Contractor, in any suit or proceeding pending before any Court or Tribunal, relating thereto, our liability under this present, being absolute and unequivocal.

The payments so made by us under this bond, shall be a valid discharge of our liability for payment thereunder, and the Contractor shall have no claim against us, for making such payments.

5. We..... (name of the bank), further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said contract, or to extend time of performance by the Contractor, from time to time, or to postpone for any time or form, time to time, any of the powers exercisable by the Purchaser, against the said Contractor and to for bear or enforce any of the terms and conditions relating to the said contracts and we..... (name of the bank), shall not be released from our liability under this guarantee, by reason of any such variation or extension being granted to the said Contractor, or for any forbearance and/or omission on the part of the Purchaser, or any indulgence by the Purchaser towards the said Contractor, or by any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision, have the effect of so releasing us from our liability under this guarantee.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

Yours faithfully,

Bank by its Constituted Attorney

Signature of a person
duly Authorized to sign on
behalf of the Bank

INSTRUCTIONS FOR FURNISHING
"CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" BY "BANK
GUARANTEE"

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank.
2. The Bank Guarantee by Bidders will be given from bank as specified in cl.no. 38.3 of ITB [Section-III] of Tender Document.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer.
4. If a Bank Guarantee is issued by a commercial bank, then a letter to Employer and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency alongwith documentary evidence OR in the Bank Guarantee itself.
5. Contractor shall submit attached cover letter (Annexure) while submitting Contract Performance Security.

**MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY
VENDOR ALONG WITH BANK GUARANTEE**

1	BANK GUARANTEE NO	:				
2	VENDOR NAME / VENDOR CODE	:	NAME			
			VENDOR CODE			
3	BANK GUARANTEE AMOUNT	:				
4	PURCHASE ORDER/ LOA NO	:				
5	NATURE OF BANK GUARANTEE	:				
	(Please Tick (√) Whichever is Applicable		PERFORMANCE BANK GUARANTEE	SECURITY DEPOSIT	EMD	ADVANCE
6	BG ISSUED BANK DETAILS					
(A)		EMAIL ID :				
(B)		ADDRESS :				
(C)		PHONE NO :				
(D)		IFSC CODE :				

FORM F-5

AGREED TERMS & CONDITIONS

To,

M/s. India Government Mint Noida (A unit of SPMCIL)

SUB:

TENDER NO:

This Questionnaire duly filled in, signed & stamped must form part of Bidder's Bid and should be returned along with Un-priced Bid. Clauses confirmed hereunder need not be repeated in the Bid.

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name, Vendor Code of IGM NOIDA (if any) and address (Order shall be released in this name)	Bidder's name : IGM NOIDA's Vendor Code: Address:
2.	Bidder confirms the currency of quoted prices is in Indian Rupees.	
3.	Bidder confirms quoted prices will remain firm and fixed till complete execution of the order (except where price escalation/variation is allowed in the Tender).	
4	Bidder confirms that they have quoted GST (CGST & SGST/ UTGST or IGST) in Price Schedule/ SOR of Price bid.	
4.1	Whether in the instant tender services/works are covered in reverse charge rule of GST (CGST & SGST/UTGST or IGST) If yes, Bidder confirms that they have quoted rate of applicable GST (CGST & SGST/ UTGST or IGST) in Price Schedule / Schedule of Rates of Price Bid	Yes/ No
4.2	Bidder confirms that they have mentioned Harmonized System Nomenclature (HSN)/Service Accounting Code (SAC) in Price Bid	
4.3	Bidder hereby confirms that the quoted prices are in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.10 of ITB (Anti-profiteering clause).	
4.4	Whether bidder is liable to raise E-Invoice as per GST Act. If yes, bidder will raise E-Invoice and confirm compliance to provision of tender in this regard.	
5.	Bidder confirms acceptance of relevant Terms of Payment specified in the Bid Document.	
6.	Bidder confirms that Contract Performance Security will be furnished as per Bid Document within 21 days of NOTIFICATION OF AWARD in case of successful bidder.	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
7.	Bidder confirms that Contract Performance Security shall be from any Indian scheduled bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Bidders confirms compliance to Completion Schedule as specified in Bid document and the same shall be reckoned from the date of Notification of Award.	
9.	Bidders confirms acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document. In case of delay, the bills / invoices shall be submitted after reducing the price reduction due to delay (refer PRS Clause).	
10.	a) Bidder confirms acceptance of all terms and conditions of Bid Document (all sections). b) Bidder confirms that printed terms and conditions of bidder are not applicable.	
11.	Bidder confirms their offer is valid for period specified in BDS from Final/Extended due date of opening of Techno-commercial Bids.	
12.	Bidder have furnished EMD/Bid Security details as under: a) EMD/ Bid Security No. & date b) Value c) Validity d) Bank Address/e-mail ID/Mobile no. [in case of BG] OR Bidder furnishes bid security declaration [applicable for MSEs, Start-Ups and CPSEs (to whom exemption is allowed as per extant guidelines in vogue)]	
13.	As per requirement of tender, bidder (having status as Pvt. Ltd. or Limited company) must upload bid duly digitally signed on e-portal through class-3B digital signature (DS). In case, class of DS or name of employee or name of employer is not visible in the digitally signed documents, the bid digitally signed as submitted by the person shall be binding on the bidder.	
14.	Bidder confirms that (i) none of Directors (in Board of Director) of bidder is a relative of any Director (in Board of Director) of IGM NOIDA or (ii) the bidder is not a firm in which any Director (in Board of Director) of IGM NOIDA or their relative is a partner.	
15.	All correspondence must be in ENGLISH language only.	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
16.	The contents of this Tender Document have not been modified or altered by Bidder. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by them shall be liable for rejection.	
17.	Bidder confirms that all Bank charges associated with Bidder's Bank regarding release of payment etc. shall be borne by Bidder.	
18.	<u>No Deviation Confirmation:</u> It may be note that any 'deviation / exception' in any form may result in rejection of Bid. Therefore, Bidder confirms that they have not taken any 'exception / deviation' anywhere in the Bid. In case any 'deviation / exception' is mentioned or noticed, Bidder's Bid may be rejected.	
19.	If the Bidder becomes a successful Bidder pursuant to the provisions of the Tender Document, the following Confirmation shall be automatically become enforceable: "We agree and acknowledge that the Employer is entering into the Contract/Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the Contract/Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Purchaser is authorized to enter into Contract/Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Purchaser is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."	
20.	Bidder to ensure all documents as per tender including clause 11 of Section III and all Formats are included in their bid	
21.	Bidder understands that Tender Document is not exhaustive. In case any activity though specifically not covered in description of 'Schedule of Rates' but is required to complete the work as per Scope of Work, Conditions of Contract, or any other part of Bidding document, the quoted rates will deemed to be inclusive of cost incurred for such activities unless otherwise specifically excluded. Bidder confirms to perform for fulfilment of the contract and completeness of the supplies in all respect within the scheduled time frame and quoted price.	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
22.	Bidder hereby confirms that they are not on 'Holiday' by IGM NOIDA or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid. Further, Bidder confirms that neither they nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of IGM NOIDA or the Ministry of Finance. Bidder also confirms that they are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'. In case it comes to the notice of IGM NOIDA that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices. Further, Bidder also confirms that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to IGM NOIDA by them.	
23.	Bidder confirms that they have read and understood the General Conditions of Contract – Works given in the tender and no 'exception / deviation' anywhere has been taken in the same and that they shall abide by provisions of relevant GCC.	
24.	Bidder certifies that they would not indulge themselves or allow others (working in IGM NOIDA) to indulge in fraudulent activities and that they would immediately apprise IGM NOIDA of the fraud/suspected fraud as soon as it comes to their notice. Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of IGM NOIDA is liable to be treated as crime and dealt with by the procedures of IGM NOIDA as applicable from time to time.	
25.	Bidder confirms that (i) any variation in GST at the time of supplies for any reasons, other than statutory, including variations due to turnover, shall be borne by them and (ii) any error of interpretation of applicability of rate of GST (CGST & SGST/ UTGST or IGST) on components of an item and/or various items of tender by them shall be dealt as per clause no. 13.13 of Section-III.	
26.	Bidders confirm to submit signed copy of Integrity Pact (wherever included in tender).	
27.	Bidder confirms that there is no conflict of interest with other bidders, as per clause no.4.2 of Section-III (ITB) of Tender Document.	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
28.	Bidder confirms that, in case of contradiction between the confirmations provided in this format and to the terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

FORM F-6

ACKNOWLEDGEMENT CUM CONSENT LETTER

(On receipt of tender document/information regarding the tender, Bidder shall acknowledge the receipt and confirm his intention to bid or reason for non-participation against the enquiry /tender through e-mail to concerned executive in IGM NOIDA issued the tender, by filling up the Format)

To,

M/s India Government Mint Noida (A unit of SPMCIL)

SUB:

TENDER NO:

Dear Sir,

We hereby acknowledge receipt of a complete set of bidding document along with enclosures for subject item/job and/or the information regarding the subject tender.

- We intend to bid as requested for the subject item/job and furnish following details with respect to our quoting office:

Postal Address with Pin Code:
Telephone Number :
Contact Person :
E-mail Address :
Mobile No. :
Date :
Seal/Stamp :

- We are unable to bid for the reason given below:

Reasons for non-submission of bid:

Agency's Name :
Signature :
Name :
Designation :
Date :
Seal/Stamp :

FORM F-7
BIDDER'S EXPERIENCE

To,

M/s India Government Mint Noida (A unit of SPMCIL)

SUB:

TENDER NO:

Sl. No	Description of the Services	LOA /WO No. and date	Full Postal Address & phone nos. of Client. <i>Name, designation and address of Engineer/ Officer-in-Charge (for cases other than purchase)</i>	Value of Contract/Order (<i>Specify Currency Amount</i>)	Date of Commencement of Services	Scheduled Completion Time (Months)	Date of Actual Completion	Reasons for delay in execution, if any
(1)	(2)	(3)	(5)	(6)	(7)	(8)	(9)	(10)

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

Note: As per cl.no.D of Section-II, only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids.

F-8(A)
CHECK LIST

Bidders are requested to duly fill in the checklist. This checklist gives only certain important items to facilitate the bidder to make sure that the necessary data/information as called for in the bid document has been submitted by them along with their offer. This, however, does not relieve the bidder of his responsibilities to make sure that his offer is otherwise complete in all respects.

Please ensure compliance and tick (√) against following points:

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Digitally Signing (in case of e-bidding)/ Signing and Stamping (in case of manual bidding) on each sheet of offer, original bidding document including SCC, ITB, GCC, SOR drawings, corrigendum (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid		
I	Covering Letter, Letter of Submission		
Ii	EMD / Declaration for Bid Security [as applicable] as per provisions of Tender		
Iii	Digitally signed (in case of e-tendering) or 'signed & stamped (in case of Manual tender) tender document along with drawings and addendum (if any)		
Iv	Power of Attorney in the name of person signing the bid.		
V	Confirm submission of document alongwith unpriced bid as per bid requirement (including cl.no.11.1.1 of Section-III).		
3.0	Confirm that all format duly filled in are enclosed with the bid duly Digitally Signed (in case of e-bidding)/ Signed and Stamped (in case of manual bidding) by authorized person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Bidding Document/ uploaded in case of e-bid.		

5.0	Confirm that Undertaking as per <i>Form-2 to Annexure-V to Section-III</i> and Certification from the statutory auditor or cost auditor of the company (in the case of companies) o		
6.0	Confirm that Undertaking as per Form-1 to Section-II have been submitted by the bidder (Guidelines from Procurement from a Country sharing a Land Border with India)		
7.0	Confirm submission of Checklist against Bid Evaluation Criteria as per form F-8(B)		

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

F-8(B)
CHECKLIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS
(refer Section II of Tender document)

Sl No.	Description	Documents required for qualification	Documents Submitted by Bidder	Documents attested as per Section-II of Tender	Reference Page No. of the Bid submitted
Technical BEC					
1.	Experience	Clause A (a) Detailed work order along with Schedule of Rates showing details of BOQ/scope of work. (b) Completion certificate issued by end user / Owner (or their consultant who has been duly authorized by owner to issue such certificate) stating that the work has been completed satisfactorily. Note: The completion certificates / execution certificate shall have details like Full Name & Address of client, work order no., actual value of work, date of start, brief scope of work, completion date etc.		Yes/No	
2.	Job executed for Subsidiary / Fellow subsidiary/ Holding company.	Tax paid invoice(s) duly certified by statutory auditor of the bidder towards payment of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary/ Holding company.		Yes/No	
3.	Average Annual Turn Over	Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] along with Audit Report of three (3) immediate preceding Financial Year(s) along with un-price bid. Bidder may submit form F-9 accordingly.	Submitted (Mention specific year...)	Yes/No	

4.	Net Worth	Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] along with Audit Report of last Financial Year along with un-price bid.	Submitted (Mention specific year)	Yes/No	
5.	Working Capital	Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] along with Audit Report for the last audited Financial Year along with un-price bid. If the bidder's working capital is negative or inadequate, the bidder shall submit a letter from their bank [as per Format] having net worth not less than Rs 100 Crore (or equivalent USD), confirming the availability of the line of credit for the amount as mentioned in BEC, irrespective of overall position of the working capital. Such letter shall be from single bank only. However, banking syndicate will also be acceptable wherein a group of bank can jointly provide line of credit to the bidder.	Submitted (Mention specific year... ..) Submitted/ Not Applicable (Bidder to tick appropriate option)	Yes/No	
6.	Format for Details of financial capability of Bidder	Bidder shall submit "Details of financial capability of Bidder" in prescribed format duly signed and stamped by a chartered accountant / Certified Public Accountant (CPA).	Submitted		

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal

FORM F-9

**FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE/ CERTIFIED
PUBLIC ACCOUNTANT (CPA) FOR FINANCIAL CAPABILITY OF THE
BIDDER**

(BIDDER TO SUBMIT BOTH PAGES OF THIS FORM)

We have verified the Audited.. Financial Statements and other relevant records of
M/s(Name of the bidder) and certify the following:

A. AUDITED ANNUAL TURNOVER * OF LAST 3 YEARS:

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	
Total (A)	
Average Annual Financial Turnover during the last three financial years (A/3)	

B. NETWORTH* AS PER LAST AUDITED FINANCIAL STATEMENT:

Description	Year
	Amount (Currency)
1. Net Worth	

****Refer Instructions***

Note:

- 1.0 It is further certified that the above mentioned applicable figures are matching with the returns filed with Registrar of Companies (ROC) [Applicable only in case of Indian Companies]**
- 2.0 We confirm that above figures are after referring instructions at page 2 of 2 of form F-9.**
- 3.0 Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them**

Name of Audit Firm:
Chartered Accountant/CPA
Date:

[Signature of Authorized Signatory]
Name:
Designation:
Seal:
Membership No.:
UDIN:

Instructions:

1. The financial year would be the same as one normally followed by the bidder for its Annual Report.
2. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non-responsive.
3. For the purpose of this Tender document:
 - (i) **Annual Turnover** shall be “Revenue from Operations” as per Profit & Loss account of audited annual financial statements
 - (ii) **Net Worth** shall be Aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.

In case the date of constitution/incorporation of the bidder is less than 3 years old, the average turnover in respect of the completed financial years after the date of constitution/incorporation shall be taken into account for minimum Average Annual Financial Turnover criteria.

4. **Above figures shall be calculated after considering the qualification, if any, made by the statutory auditor on the audited financial statements of the bidder including quantified financial implication.**
5. This certificate is to be submitted on the letter head of Chartered Accountant/CPA.

FORM F-10
BIDDER'S QUERIES FOR PRE-BID MEETING

To,

M/s India Government Mint Noida (A unit of SPMCIL)

Sub :

Tender No :

SL. NO.	REFERENCE OF BIDDING DOCUMENT				BIDDER'S QUERY	IGM NOIDA'S REPLY
	SEC. NO.	Page No.	Clause No.	Subject		

NOTE: The Pre-Bid Queries may be sent by e-mail before due date for receipt of Bidder's queries.

SIGNATURE OF BIDDER: _____

NAME OF BIDDER: _____

FORM F-11
E-BANKING MANDATE FORM

**REAL TIME GROSS SETTLEMENT (RTGS) / NATIONAL ELECTRONIC FUNDS
TRANSFER (NEFT) MANDATE FORM**

(To be issued on vendor's letter head)

1. Vendor/customer Name:
2. Vendor/customer Code:
3. Vendor /customer Address:
4. Vendor/customer e-mail id:
5. Particulars of bank account:
 - a) Account Holder / Beneficiary Name
 - b) Name of Bank:
 - c) Name of branch:
 - d) Branch code:
 - e) Address:
 - f) Telephone number:
 - g) Type of account (current/saving etc.):
 - h) Account Number:
 - i) IFSC code of the bank branch:
 - j) Reason (if) Vendor (S.N.1) and Account Holder / Beneficiary name (S.N. 5 (a)) is not the same

I/We hereby authorize IGM NOIDA to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the IGM NOIDA responsible.

(Signature of vendor/customer)

BANK
CERTIFICATE

We certify that Account Holder/Beneficiary_____ has an Account no. _____ and
IFSC Code: _____ with us and we confirm that the details given
above are correct as per our records.

Bank stamp

Date

(Signature of authorized officer of bank)

FORM F-12

INTEGRITY PACT

(ATTACHED SEPARATELY)

FORM F-13

INDEMNITY BOND

WHEREAS IGM NOIDA (hereinafter referred to as “**Purchaser**”) which expression shall, unless repugnant to the context include its successors and assigns, having its registered office at D-2 Sector 1, Gautam Budh Nagar Noida 201301 Uttar Pradesh has entered into a contract with M/s*..... (hereinafter referred to as the “**Contractor**”) which expression shall unless repugnant to the context include its representatives, successors and assigns, having its registered office at *..... and on the terms and conditions as set out, inter-alia in the [*mention the work order/LOA/Tender No.*]and various documents forming part thereof, hereinafter collectively referred to as the ‘**CONTRACT**’ which expression shall include all amendments, modifications and / or variations thereto.

IGM NOIDA has also advised the Contractor to execute an Indemnity Bond in general in favour of CGM, IGM NOIDA indemnifying IGM NOIDA and its employees and Directors including Independent Directors from all consequences which may arise out of any prospective litigation or proceedings filed or may be initiated by any third party, including any Banker / financial institution / worker(s) / vendor(s)/ subcontractor(s) etc. who may have been associated or engaged by the Contractor directly or indirectly with or without consent of IGM NOIDA for above works.

NOW, THEREFORE, in consideration of the promises aforesaid, the Contractor hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified IGM NOIDA and all its employees, Directors, including Independent Directors, from and against all/any claim(s), damages, loss, which may arise out of any litigations/ liabilities that may be raised by the Contractor or any third party against IGM NOIDA under or in relation to this contract. The Contractor undertakes to compensate and pay to IGM NOIDA and/or any of its employees, Directors including Independent Directors, forth with on demand without any protest the amount claimed by IGM NOIDA for itself and for and on behalf of its employees, Directors including Independent Directors together with direct/indirect expenses including all legal expenses incurred by them or any of them on account of such litigation or proceedings.

AND THE CONTRACTOR hereby further agrees with IGM NOIDA that:

- (i) This Indemnity shall remain valid and irrevocable for all claims of IGM NOIDA and/or any of its employees and Directors including Independent Directors arising out of said contract with respect to any such litigation / court case for which IGM NOIDA and/or its employees and Directors including Independent Directors has been made party until now or here-in-after.
- (ii) This Indemnity shall not be discharged/revoked by any change/ modification/amendment/assignment of the contract or any merger of the Contractor with other entity or any change in the constitution/structure of the Contractor’s firm/Company or any conditions thereof including insolvency etc. of the Contractor, but shall be in all respects and for all purposes binding and operative until any/all claims for payment of IGM NOIDA are settled by the Contractor and/or IGM NOIDA discharges the Contractor in writing from this Indemnity.

The undersigned has full power to execute this Indemnity Bond for and on behalf of the Contractor and the same stands valid.

SIGNED BY:

For [*Contractor*] *Authorized Representative*

Place:

Dated:

Witnesses:

- 1.
- 2.

FORM F-14

FREQUENTLY ASKED QUESTIONS (FAQs)

SL.NO.	QUESTION	ANSWER
1.0	Can any vendor quote for subject Tender?	Yes. A Vendor has to meet Bid Evaluation Criteria given under Section II of Tender document in addition to other requirements.
2.0	Should the Bid Evaluation Criteria documents be attested?	Yes. Please refer Section II of Tender document
3.0	Is attending Pre Bid Meeting mandatory.	No. Refer Clause No. 17 of Instruction to Bidders of Tender Document. However attending Pre Bid Meeting is recommended to sort out any issue before submission of bid by a Bidder.
4.0	Can a vendor submit more than 1 offer?	No. Please refer Clause No. 4 of Instruction to Bidders of Tender Document.
5.0	Is there any Help document available for e-Tender.	Refer FAQs as available on Govt. e-Procurement System of National Informatics Center (NIC) https://etenders.gov.in/eprocure/app
6.0	Are there any MSE (Micro & Small Enterprises) benefits available?	Yes. Refer Clause No. 40 of Instructions to Bidders of Tender Document.
7.0	Are there any benefits available to Startups?	Refer Clause No. 49 of Instructions to Bidders of Tender Document.

All the terms and conditions of Tender remain unaltered.

**UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-
INVOICE AS PER GST LAWS)**

FORM F-16

**NO CLAIM CERTIFICATE
(TO BE SUBMITTED BEFORE RELEASE OF CPS/SECURITY DEPOSIT)**

[On the Letter-head of Supplier/Vendor]

We, _____, a company incorporated under the laws of India/ a Consortium between * _____ and * _____
(*name of Consortium partners to be inserted*)/ a Partnership Firm consisting of * _____ and
* _____ (*name of Partners to be inserted*)/ a Sole Proprietorship (as the case may
be), having its registered office at _____ and carrying on
business under the name and style M/s. _____
were awarded the contract by IGM NOIDA, in reference to Tender No.
_____ dated _____ (“Order/Contract”).

After completion of the above-said items/job under the Order/Contract, we have
scrutinized all our claims, contentions, disputes, issues and we hereby confirm that after
adjusting all payments received by us against our R.A. Bills and final bill, we have no
claims, dues, issues and contentions from IGM NOIDA.

We further absolve IGM NOIDA from all liabilities present or future arising directly or
indirectly out of the Contract.

There is no economic duress or any other compulsion on us for submission of this no claim
certificate.

Signature with Seal of Supplier/Vendor

Dated:

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ANNEXURES TO GCC

- | | |
|----|--|
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SECTION-1 DEFINITIONS

1.	Definition of Terms:	1.1 In this CONTRACT (as here-in-after defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise required. 1.1.1. The Purchaser/SPMCIL/COMPANY/IGM Noida means India Government Mint Noida (A unit of SPMCIL), a public limited company, incorporated under the Company's act 1956 and having its Registered office at D-2 Sector 1 Noida Gautam Budh Nagar 201301 U.P and includes its successors and assigns. 1.1.2. The "CONTRACTOR" means the person or the persons, firm or Company or corporation whose tender has been accepted by the PURCHASER and includes the CONTRACTOR's legal Representatives his successors and permitted assigns. 1.1.3. The "WORK" shall mean and include all items and things to be supplied/ done and services and activities to be performed by the CONTRACTOR in pursuant to and in accordance with CONTRACT or part thereof as the case may be and shall include all extra, additional, altered or substituted works as required for purpose of the CONTRACT. 1.1.4. The "PERMANENT WORK" means and includes works which will be incorporated in and form a part of the work to be handed over to the PURCHASER by the CONTRACTOR on completion of the CONTRACT. 1.1.5. "CONSTRUCTION EQUIPMENT" means all appliances/equipment and things whatsoever nature for the use in or for the execution, completion, operation, or maintenance of the work or temporary works (as hereinafter defined) but does not include materials or other things intended to form or to be incorporated into the WORK, or camping facilities. 1.1.6. "CONTRACT DOCUMENTS" means collectively the Tender Documents, Designs, Drawings, Specification, Schedule of Quantities and Rates, Letter of Acceptance and agreed variations if any, Agreement signed copy by both the party on Rs. 100 Stamp paper and all such other documents constituting the tender and acceptance thereof. 1.1.7. CONSULTANT: means ----- who are the consulting engineer to the PURCHASER for this project and having registered office at 1.1.8. The "SUB-CONTRACTOR" means any person or firm or Company (other than the CONTRACTOR) to whom any part of the work has been entrusted by the CONTRACTOR, with the written consent of the ENGINEER-IN-CHARGE, and the legal representatives, successors and permitted assigns of such person, firm or company. 1.1.9. The "CONTRACT" shall mean the Agreement between the PURCHASER and the CONTRACTOR for the execution of the works including therein all contract documents.
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		1.1.10. The "SPECIFICATION" shall mean all directions the various technical specifications, provisions attached and referred to the Tender Documents which pertain to the method and manner of performing the work or works to the quantities and qualities of the work or works and the materials to be furnished under the CONTRACT for the work or works, as may be amplified or modified by the IGM Noida or ENGINEER-IN-CHARGE during the performance of CONTRACT in order to provide the unforeseen conditions or in the best interests of the work or works. It shall also include the latest edition of relevant Standard Specifications including all addenda/corrigenda published before entering into CONTRACT. 1.1.11. The "DRAWINGS" shall include maps, plans and tracings or prints or sketches thereof with any modifications approved in writing by the ENGINEER- IN-CHARGE and such other drawing as may, from time to time, be furnished or approved in writing by the ENGINEER-IN-CHARGE. 1.1.12. The "TENDER" means the proposal along with supporting documents submitted by the CONTRACTOR for consideration by the PURCHASER. 1.1.13. The "CHANGE ORDER" means an order given in writing by the ENGINEER-IN-CHARGE to effect additions to or deletion from and alteration in the works. 1.1.14. The "COMPLETION CERTIFICATE" shall mean the certificate to be issued by the PURCHASER when the works have been completed entirely in accordance with CONTRACT DOCUMENT to his satisfaction. 1.1.15. The "FINAL CERTIFICATE" in relation to a work means the certificate regarding the satisfactory compliance of various provision of the CONTRACT by the CONTRACTOR issued by the PURCHASER after the period of liability is over. 1.1.16. "DEFECT LIABILITY PERIOD" in relation to a work means the specified period from the date of COMPLETION CERTIFICATE up to the date of issue of FINAL CERTIFICATE during which the CONTRACTOR stands responsible for rectifying all defects that may appear in the works executed by the CONTRACTOR in pursuance of the CONTRACT and includes warranties against Manufacturing/Fabrication/ Erection/Construction defects covering all materials plants, equipment, components, and the like supplied by the CONTRACTOR, works executed against workmanship defects. 1.1.17. The "APPOINTING AUTHORITY" for the purpose of arbitration shall be the CHIEF GENERAL MANAGER, INDIA GOVERNMENT MINT or any other person so designated by the PURCHASER. 1.1.18. "TEMPORARY WORKS" shall mean all temporary works of every kind required in or about the execution, completion or maintenance of works
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	1.1.19. "PLANS" shall mean all maps, sketches and layouts as are incorporated in the CONTRACT in order to define broadly the scope and specifications of the work or works, and all reproductions thereof. 1.1.20. "SITE" shall mean the lands and other places on, under, in or through which the permanent works are to be carried out and any other lands or places provided by the PURCHASER for the purpose of the CONTRACT. 1.1.21. "NOTICE IN WRITING OR WRITTEN NOTICE" shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received by the addressee) by registered post to the latest known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post it would have been delivered. 1.1.22. "APPROVED" shall mean approved in writing including subsequent written confirmation of previous verbal approval and "APPROVAL" means approval in writing including as aforesaid. 1.1.23. "LETTER OF INTENT/FAX OF INTENT" shall mean intimation by a Fax/Letter to Tenderer(s) that the tender has been accepted in accordance with the provisions contained in the letter. 1.1.24. "DAY" means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day. 1.1.25. "WORKING DAY" means any day which is not declared to be holiday or rest day by the PURCHASER. 1.1.26. "WEEK" means a period of any consecutive seven days. 1.1.27. "METRIC SYSTEM" - All technical documents regarding the construction of works are given in the metric system and all work in the project should be carried out according to the metric system. All documents concerning the work shall also be maintained in the metric system. 1.1.28. "VALUE OF CONTRACT" or "TOTAL CONTRACT PRICE" shall mean the sum accepted or the sum calculated in accordance with the prices accepted in tender and/or the CONTRACT rates as payable to the CONTRACTOR for the entire execution and full completion of the work, including change order. 1.1.29. "LANGUAGE FOR DRAWINGS AND INSTRUCTION" All the drawings, titles, notes, instruction, dimensions, etc. shall be in English Language. 1.1.30. "MOBILIZATION" shall mean establishment of sufficiently adequate infrastructure by the CONTRACTOR at "SITE" comprising of construction equipment's, aids, tools tackles including setting of site offices with facilities such as power, water, communication etc. establishing manpower organization comprising of Resident Engineers, Supervising personnel and an adequate strength of skilled, semi-skilled and un-skilled workers, who
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		with the so established infrastructure shall be in a position to commence execution of work at site(s), in accordance with the agreed Time Schedule of Completion of Work. "MOBILISATION" shall be considered to have been achieved, if the CONTRACTOR is able to establish infrastructure as per Time Schedule, where so warranted in accordance with agreed schedule of work implementation to the satisfaction of ENGINEER-IN-CHARGE/ PURCHASER 1.1.31. "COMMISSIONING" shall mean pressing into service of the system including the plant(s), equipment(s), vessel(s), pipeline, machinery (ies), or any other section or sub-section of installation(s) pertaining to the work of the CONTRACTOR after successful testing and trial runs of the same. "COMMISSIONING" can be either for a completed system or a part of system of a combination of systems or sub-systems and can be performed in any sequence as desired by PURCHASER and in a manner established to be made suited according to availability of pre-requisites. Any such readjustments made by PURCHASER in performance of "COMMISSIONING" activity will not be construed to be violating CONTRACT provisions and CONTRACTOR shall be deemed to have provided for the same. 1.1.32. Works to be carried out The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labourers, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities attached shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles. The rates as stated in Schedule of Rates are for all leads & lifts unless specifically mentioned in the description of Item. 1.1.33. Sufficiency of Tender 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 and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works. 1.1.34. Discrepancies and Adjustment of Errors The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to
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		small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions 1.1.34.1 In the case of discrepancy between the schedule of Quantities, the Specifications and/ or the Drawings, the following order of preference shall be observed: - (i) Description of Schedule of Quantities. (ii) Particular Specification and Special Condition, if any. (iii) Drawings. (iv) CPWD Specifications. (v) Indian Standard Specifications of BIS. 1.1.34.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor. The intending bidder can sought any clarification during pre-bid meetings to address such issues. 1.1.34.3 Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.
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SECTION-II GENERAL INFORMATION

2.	General Information	2.1 a) Location of Site: The proposed location of Project site is defined in the Special Conditions of Contract. b) Access by Road: CONTRACTOR, if necessary, shall build other temporary access roads to the actual site of construction for his own work at his own cost. The CONTRACTOR shall be required to permit the use of the roads so constructed by him for vehicles of any other parties who may be engaged on the project site. The CONTRACTOR shall also facilitate the construction of the permanent roads should the construction there of start while he is engaged on this work. He shall make allowance in his tender for any inconvenience he anticipates on such account. Non-availability of access roads, railway siding and railway wagons for the use of the CONTRACTOR shall in no case condone any delay in the execution of WORK nor be the cause for any claim for compensation against the PURCHASER. 2.2 Scope of Work: The scope of WORK is defined in the Technical Part of the tender document. The CONTRACTOR shall provide all necessary materials, equipment, labour etc. for the execution and maintenance of the WORK till completion unless otherwise mentioned in the Tender Document. 2.3 Water Supply: Contractor will have to make his own arrangements for supply of water to his labour camps and for works. All pumping installations, pipe network and distribution system will have to be carried out by the Contractor at his own risk and cost. Alternatively, the PURCHASER at his discretion may endeavor to provide water to the Contractor at the PURCHASER's source of supply provided the Contractor makes his own arrangement for the water meter which shall be in custody of the PURCHASER and other pipe networks from source of supply and such distribution pipe network shall have prior approval of the Engineer-in-Charge so as not to interfere with the layout and progress of the other construction works. In such case, the rate for water shall be deducted from the running account bills @1% of the total cost of the work However, the PURCHASER does not guarantee the supply of water and this does not relieve the Contractor of his responsibility in making his own arrangement and for the timely completion of the various works as stipulated. However, if the Procuring Entity is providing the water, the recovery @1% of the gross work done shall be recovered from the Running account bill of the agency before releasing the payment.
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	2.4 Power Supply: 2.4.1 Subject to availability, PURCHASER will supply power at 400/440 V at only one point at the nearest sub-station, from where the CONTRACTOR will make his own arrangement for temporary distribution. The point of supply will not be more than 500 m away from the CONTRACTOR'S premises. All the works will be done as per the applicable regulations and passed by the ENGINEER-IN-CHARGE. The temporary line will be removed forthwith after the completion of work or if there is any hindrance caused to the other works due to the alignment of these lines, the CONTRACTOR will re-route or remove the temporary lines at his own cost. The CONTRACTOR at his cost will also provide suitable electric meters, fuses, switches, etc. for purposes of payment to the PURCHASER which should be in the custody and control of the PURCHASER. The cost of power supply shall be payable to the PURCHASER every month for Construction Works power the recovery @1% of the gross work recovery which would be deducted from the running account bills. The PURCHASER shall not, however, guarantee the supply of electricity nor have any liability in respect thereof. No claim for compensation for any failure or short supply of electricity will be admissible. 2.4.2 It shall be the responsibility of the CONTRACTOR to provide and maintain the complete installation on the load side of the supply with due regard to safety requirement at site. All cabling, equipment, installations etc. shall comply in all respects with the latest statutory requirements and safety provisions i.e., as per the Central/State Electricity Acts and Rules etc. The CONTRACTOR will ensure that his equipment and Electrical Wiring etc., are installed, modified, maintained by a licensed Electrician/Supervisor. A test certificate is to be produced to the ENGINEER-IN-CHARGE for his approval, before power is made available. 2.4.3 At all times, UPPCL regulations shall be followed failing which the PURCHASER has a right to disconnect the power supply without any reference to the CONTRACTOR. No claim shall be entertained for such disconnection by the ENGINEER-IN-CHARGE. Power supply will be reconnected only after production of fresh certificate from authorized electrical supervisors. 2.4.4 The PURCHASER is not liable for any loss or damage to the CONTRACTOR's equipment as a result of variation in voltage or frequency or interruption in power supply or other loss to the CONTRACTOR arising therefrom. 2.4.5 The CONTRACTOR shall ensure that the Electrical equipment installed by him are such that average power factors does not fall below 0.90 at his premises. In case power factor falls below 0.90 in any month, he will reimburse to the PURCHASER at the penal rate determined by the PURCHASER for all units consumed during the month. 2.4.6 The power supply required for CONTRACTOR's colony near the plant site will be determined by the PURCHASER and shall be as per State Electricity Board's Rules and other statutory provisions applicable for such installations from time to time. In case of power supply to CONTRACTOR's colony, the power will be made available at a single point and the CONTRACTOR shall make his own arrangement at his own cost for distribution to the occupants of
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	the colony as per Electricity Rules and Acts. The site and colony shall be sufficiently illuminated to avoid accidents. 2.4.7 The CONTRACTOR will have to provide and install his own lights and power meters which will be governed as per Central/State Government Electricity Rules. The meters shall be sealed by the PURCHASER. 2.4.8 In case of damage of any of the PURCHASER's equipment on account of fault, intentional or unintentional on the part of the CONTRACTOR, the PURCHASER reserves the right to recover the cost of such damage from the CONTRACTOR's bill. Cost of HRC Fuses replaced at the PURCHASER's terminals due to any fault in the CONTRACTOR's installation shall be to CONTRACTOR's account at the rates decided by the ENGINEER-IN-CHARGE. 2.4.9 Only motors upto 3 HP will be allowed to be started direct on line. For motors above 3 HP and upto 100 HP a suitable Starting device approved by the ENGINEER- IN-CHARGE shall be provided by the CONTRACTOR. For motors above 100 HP slipring induction motors with suitable starting devices as approved by the ENGINEER- IN-CHARGE shall be provided by the CONTRACTOR. 2.4.10 The CONTRACTOR shall ensure at his cost that all electrical lines and equipment and all installations are approved by the State Electricity Inspector before power can be supplied to the PURCHASER. 2.4.11 The total requirement of power shall be indicated by the tenderer along with his tender. 2.5 Land for Contractor's Field Office, Godown and Workshop: The PURCHASER will, at his own discretion and convenience and for the duration of the execution of the work make available near the site, land for construction of CONTRACTOR's Temporary Field/site Office, Godowns, Store, Workshops and assembly yard required for the execution of the CONTRACT. The CONTRACTOR shall at his own cost construct all these temporary buildings and provide suitable water supply and sanitary arrangement and get the same approved by the ENGINEER-IN-CHARGE. On completion of the works undertaken by the CONTRACTOR, he shall remove all temporary works erected by him and have the SITE cleaned as directed by ENGINEER-IN-CHARGE. If the CONTRACTOR shall fail to comply with these requirements, the ENGINEER-IN-CHARGE may remove such surplus, and rubbish materials and dispose of the same as he deems fit and get the site cleared as aforesaid; and CONTRACTOR shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such surplus materials disposed off as aforesaid. But the PURCHASER reserves the right to ask the CONTRACTOR any time during the pendency of the CONTRACT to vacate the land by giving 7 days' notice on security reasons or on national interest or otherwise. Rent may be charged for the land so occupied from contractor by the PURCHASER. The CONTRACTOR shall put up temporary structures as required by them for their office, fabrication shop and construction stores only in the area allocated to
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		them on the project site by the PURCHASER or his authorized representative. No tea stalls/canteens should be put up or allowed to be put up by any CONTRACTOR in the allotted land or complex area without written permission of the PURCHASER. No permanent unauthorized buildings, constructions or structures should be put up by the CONTRACTOR anywhere on the project site. For uninterrupted fabrication work, the CONTRACTOR shall put up temporary covered structures at his cost within Area in the location allocated to them in the project site by the PURCHASER or his authorized representative. No person except for authorized watchman shall be allowed to stay in the plant area/CONTRACTOR's area after completion of the day's job without prior written permission from ENGINEER-IN-CHARGE. 2.6 Land for Residential Accommodation: - No separate Land shall be made available for residential accommodation for staff and labour of CONTRACTOR.
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SECTION-III GENERAL INSTRUCTIONS TO TENDERERS

3.	Submission of Tender:	3.1 TENDER must be submitted without making any additions, alterations, and as per details given in other clauses hereunder. The requisite details shall be filled in by the TENDERER at space provided under "Submission of Tender at the beginning of GCC of Tender Document. The rate shall be filled only in the schedule given in this Tender Document. 3.2 Addenda/Corrigenda to this Tender Document, if issued, must be signed, submitted alongwith the Tender Document. the tenderer should write clearly the revised quantities in Schedule of Rates of Tender Document and should price the WORK based on revised quantities when amendments of quantities are issued in addenda. 3.3 Covering letter alongwith its enclosures accompanying the Tender Document and all further correspondence shall be submitted in duplicate. 3.4 Tenderers are advised to submit quotations based strictly on the terms and conditions and specifications contained in the Tender Documents and not to stipulate any deviations. 3.5 Tenders should always be placed in double sealed covers, superscribing ["QUOTATION DO NOT OPEN" Tender for_____ of India Government Mint Noida due for opening on _____]. The Full Name, Address and Telegraphic Address, Fax No. of the Tenderers shall be written on the bottom left hand corner of the sealed cover.
4.	Documents:	4.1 General: The tenders as submitted, will consist of the following: i) Complete set of Tender Documents (Original) as sold duly filled in and signed by the tenderer as prescribed in different clauses of the Tender Documents. ii) Earnest money in the manner specified in Clause 6 hereof. iii) Power of Attorney or a true copy thereof duly attested by a Gazetted Officer in case an authorized representative has signed the tender, as required by Clause 14 hereof. iv) Information regarding tenderers in the proforma enclosed. v) Details of work of similar type and magnitude carried out by the Tenderer in the proforma provided in the tender document. vi) Organization chart giving details of field management at site, the tenderer proposes to have for this job. vii) Details of construction plant and equipment's available with the tenderer for using in this work. viii) Solvency Certificate from Scheduled Bank to prove the financial ability to carry out the work tendered for. ix) Latest Balance Sheet and Profit & Loss Account duly audited.

	x) Details of present commitment as per proforma enclosed to tender. xi) Data required regarding SUB-CONTRACTOR(s)/ Supplier/ Manufacturers and other technical information the tenderer wish to furnish. xii) Provident fund registration certificate xiii) List showing all enclosures to tender. 4.2 All pages are to be initialed/ SIGNED AND STAMPED: All signatures in Tender Documents shall be dated, as well as, all the pages of all sections of Tender Documents shall be initialed at the lower right-hand corner and signed wherever required in the tender papers by the TENDERER or by a person holding power of attorney authorizing him to sign on behalf of the tenderer before submission of tender 4.3 Rates to be in Figures and Words: The tender should quote in English both in figures as well as in words the rates and amounts tendered by him in the Schedule of Rates of Tender submitted by the CONTRACTOR for each item and in such a way that interpolation is not possible. The amount for each item should be worked out and entered and requisite total given of all items, both in figures and in words. The tendered amount for the work shall be entered in the tender and duly signed by the Tenderer. If some discrepancies are found between the RATES in FIGURES and WORDS or the AMOUNT shown in the tender, the following procedure shall be followed: a) When there is difference between the rates in figures and words, the rate which corresponds to the amount worked out by the tenderer shall be taken as correct. b) When the rate quoted by the tenderer in figures and words tally but the amount is incorrect the rate quoted by the tenderer shall be taken as correct. c) When it is not possible to ascertain the correct rate by either of above methods, the rate quoted in words shall be taken as correct. 4.4 Corrections and Erasures: All correction(s) and alteration(s) in the entries of tender paper shall be signed in full by the TENDERER with date 4.5 Signature of Tenderer: 4.5.1 The TENDERER shall contain the name, residence and place of business of person or persons making the tender and shall be signed by the TENDERER with his usual signature. Partnership firms shall furnish the full names of all partners in the tender. It should be signed in the partnership's name by all the partners or by duly authorized representatives followed by the name and designation of the person signing. Tender by a corporation shall be signed by an authorized representative, and a Power of Attorney in that behalf shall accompany the tender. A copy of the constitution of the firm with names of all partners shall be furnished. 4.5.2 When a tenderer signs a tender in a language other than English, the total amount tendered should, in addition, be written in the same language. The signature should be attested by at least one witness. No erasure or over writing is permissible. 4.6 Witness: Witness and sureties shall be persons of status and property and their names, occupation and address shall be stated below their signature
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		4.7 Details of Experience: The tenderer should furnish, alongwith his tender, details of previous experience in having successfully completed in the recent past works of this nature, together with the names of PURCHASERS, location of sites and value of contract, date of commencement and completion of work, delays if any, reasons of delay and other details alongwith documentary evidence(s). 4.8 Liability of Government of India: It is expressly understood and agreed by and between Bidder or/Contractor and M/s INDIA GOVERNMENT MINT NOIDA (A unit of SPMCIL), and that M/s INDIA GOVERNMENT MINT NOIDA. (A unit of SPMCIL), is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that M/s INDIA GOVERNMENT MINT NOIDA (A unit of SPMCIL) is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable Laws of India and general principles of Contract Law. The Bidder/Contractor expressly agrees, acknowledges and understands that M/s INDIA GOVERNMENT MINT NOIDA. is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, Bidder/Contractor hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue to Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.
5.	Transfer of Tender Documents:	5.1 Transfer of Tender Documents purchased by one intending tenderer to another is not permissible.
6.	Earnest Money:	6.1 The bidder must pay Earnest Money as given in the letter /notice inviting tenders and attach the official receipt with the tender failing which the tender is liable to be rejected and representatives of such tenderers will not be allowed to attend the tender opening. Earnest Money can be paid in Demand Drafts or Bank Guarantee or Banker's Cheque or Letter of Credit from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. However, other than the Nationalized Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs. 100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head. The bid guarantee shall be submitted in the prescribed format. Note: The Bank Guarantee so furnished by the tenderer shall be in the proforma prescribed by the PURCHASER. No interest shall be paid by the PURCHASER on the Earnest Money deposited by the tenderer. The Bank Guarantee furnished in lieu of Earnest Money shall be kept valid 60 days beyond the validity period. The Earnest Money deposited by successful tenderer shall be forfeited if the Contractor fails to furnish the requisite Contract Performance Security as per clause 24 hereof within a period of 21 days or fails to execute the AGREEMENT within 15 days of the receipt by him of the Notification of Acceptance of Tender. Note: The Earnest Money of the unsuccessful bidder will be returned by PURCHASER/CONSULTANT, directly to the tenderer (s), within a reasonable period

		of time but not later than 30 days after the expiration of the period of bid validity prescribed by PURCHASER
7.	Validity:	7.1 Tender submitted by tenderers shall remain valid for acceptance for a period of "120 days" from the date of opening of the tender. The tenderers shall not be entitled during the said period of 120 days, without the consent in writing of the PURCHASER, to revoke or cancel his tender or to vary the tender given or any term thereof. In case of tender revoking or canceling his tender or varying any term in regard thereof without the consent of PURCHASER in writing, the PURCHASER shall forfeit Earnest Money paid by him along with tender.
8.	Addenda/Corrigenda	8.1 Addenda/ Corrigenda to the Tender Documents will be issued in duplicate prior to the date of opening of the tenders to clarify documents or to reflect modification in design or CONTRACT terms. 8.2 Each addenda/ corrigendum issued will be issued in duplicate to each person or organization to whom set of Tender Documents has been issued. Recipient will retain tenderer's copy of each Addendum/Corrigendum and attach original copy duly signed along with his offer. All Addenda/Corrigenda issued shall become part of Tender Documents.
9.	Right of PURCHASER to Accept or Reject Tender:	9.1 The right to accept the tender will rest with the PURCHASER. The PURCHASER, however, does not bind himself to accept the lowest tender, and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever. At the option of the PURCHASER, the work for which the tender had been invited, may be awarded to one Contractor or split between more than one bidders, in which case the award will be made for only that part of the work, in respect of which the bid has been accepted. The quoted rates should hold good for such eventualities. Tenders in which any of the particulars and prescribed information are missing or are incomplete in any respect and/or the prescribed conditions are not fulfilled are liable to be rejected. The Tender containing uncalled for remarks or any additional conditions are liable to be rejected. Canvassing in connection with tenders is strictly prohibited and tenders submitted by the Tenderers who resort to canvassing will be liable to rejection.
10.	Time Schedule	10.1 The WORK shall be executed strictly as per the TIME SCHEDULE specified in TENDER/CONTRACT Document. The period of construction given in Time Schedule includes the time required for mobilization as well as testing, rectifications if any, retesting and completion in all respects to the entire satisfaction of the ENGINEER-IN- CHARGE. 10.2 A joint programme of execution of the WORK will be prepared by the ENGINEER-IN-CHARGE and CONTRACTOR based on priority requirement of this project. This programme will take into account the time of completion mentioned in 10.1 above and the time allowed for the priority works by the ENGINEER-IN-CHARGE. 10.3 Monthly/Weekly construction programme will; be drawn up by the ENGINEER-IN-CHARGE jointly with the CONTRACTOR, based on availability of work fronts and the joint construction programme as per 10.2 above. The CONTRACTOR shall scrupulously adhere to these targets /programs by deploying adequate personnel, construction tools and tackles and he shall also supply himself all materials of his scope of supply in good time to achieve the targets/programs. In all matters concerning the extent of targets set out in the weekly and monthly programs

		and the degree of achievements the decision of the ENGINEER-IN-CHARGE will be final and binding on the CONTRACTOR.
11.	Tenderer's Responsibility	11.1 The intending tenderers shall be deemed to have visited the SITE and familiarized before submitting the tender. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the works in strict conformity with the DRAWINGS and SPECIFICATIONS or for any delay in performance.
12.	Retired Government or Company Officers	12.1 No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the States/ Central Government or of the PURCHASER is allowed to work as a CONTRACTOR for a period of two years after his retirement from Government Service, or from the employment of the PURCHASER without the previous permission of the PURCHASER. The CONTRACT, if awarded, is liable to be cancelled if either the CONTRACTOR or any of his employees is found at any time to be such a person, who has not obtained the permission of the State/Central Government or of the PURCHASER as aforesaid before submission of tender, or engagement in the CONTRACTOR'S service as the case may be.
13.	Signing of the Contract:	13.1 The successful tenderer shall be required to execute an AGREEMENT in the proforma attached with TENDER DOCUMENT within 15 days of the receipt by him of the Purchase Order. In the event of failure on the part of the successful tenderer to sign the AGREEMENT within the above stipulated period, the Earnest Money/Security deposit or his initial deposit will be forfeited and the acceptance of the tender shall be considered as cancelled.
14.	Field Management & Controlling /Coordinating Authority:	14.1 The field management will be the responsibility of the ENGINEER-IN-CHARGE, who will be nominated by the PURCHASER. The ENGINEER-IN-CHARGE may also authorize his representatives to assist in performing his duties and functions. 14.2 The ENGINEER-IN-CHARGE shall coordinate the works of various agencies engaged at site to ensure minimum disruption of work carried out by different agencies. It shall be the responsibility of the CONTRACTOR to plan and execute the work strictly in accordance with site instructions to avoid hindrance to the work being executed by other agencies.
15.	Note to Schedule of Rates:	15.1 The Schedule of Rates should be read in conjunction with all the other sections of the tender. 15.2 The tenderer shall be deemed to have studied the DRAWINGS, SPECIFICATIONS and details of work to be done within TIME SCHEDULE and to have acquainted himself of the condition prevailing at site. 15.3 Rates must be filled in the Schedule of Rates of original Tender Documents. If quoted in separate typed sheets no variation in item description or specification shall be accepted. Any exceptions taken by the tenderer to the Schedule of Rates shall be brought out in the terms and conditions of the offer. 15.4 The quantities shown against the various items are only approximate. Any increase or decrease in the quantities shall not form the basis of alteration of the rates quoted and accepted. 15.5 The PURCHASER reserves the right to interpolate the rates for such items of work falling between similar items of lower and higher magnitude.
16.	Policy for Tenders Under	16.1 Policy for Tenders under consideration: Only Those Tenders which are complete in all respects and are strictly in accordance with the Terms and Conditions and Technical Specifications of Tender Document, shall be considered for evaluation.

	Consideration:	Such Tenders shall be deemed to be under consideration immediately after opening of Tender and until such time an official intimation of acceptance /rejection of Tender is made by INDIA GOVERNMENT MINT NOIDA to the Bidder. 16.2 Zero Deviation: Bidders to note that this is a ZERO DEVIATION TENDER. INDIA GOVERNMENT MINT NOIDA will appreciate submission of offer based on the terms and conditions in the enclosed General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Instructions to Bidders (ITB), Scope of Work, technical specifications etc. to avoid wastage of time and money in seeking clarifications on technical/ commercial aspects of the offer. Bidder may note that no technical and commercial clarifications will be sought for after the receipt of the bids. In case of any deviation/nonconformity observed in the bid, it will be liable for rejection.
17.	Award of Contract:	17.1 The Acceptance of Tender will be intimated to the successful Tenderer by INDIA GOVERNMENT MINT NOIDA either by Email or by Letter or like means-defined as LETTER OF ACCEPTANCE OF TENDER. 17.2 INDIA GOVERNMENT MINT NOIDA will be the sole judge in the matter of award of CONTRACT and the decision of INDIA GOVERNMENT MINT NOIDA shall be final and binding.
18.	Clarification of Tender Document:	18.1 The Tenderer is required to carefully examine the Technical Specifications, Conditions of Contract, Drawings and other details relating to WORK and given in Tender Document and fully inform himself as to all conditions and matters which may in any way affect the WORK or the cost thereof. In case the Tenderer is in doubt about the completeness or correctness of any of the contents of the Tender Documents he should request in writing for an interpretation/clarification to INDIA GOVERNMENT MINT NOIDA. INDIA GOVERNMENT MINT NOIDA will then issue interpretation/clarification to Tenderer in writing. Such clarifications and or interpretations shall form part of the Specifications and Documents and shall accompany the tender which shall be submitted by tenderer within time and date as specified in invitations to tender. 18.2 Verbal clarification and information given by INDIA GOVERNMENT MINT NOIDA or its employee(s) or its representatives shall not in any way be binding on INDIA GOVERNMENT MINT NOIDA.
19.	Local Conditions:	19.1 It will be imperative on each tenderer to inform himself of all local conditions and factors which may have any effect on the execution of WORK covered under the Tender Document. In their own interest, the tenderer is requested to familiarize themselves with the Indian Income Tax Act 2025, Indian Companies Act 1956, Indian Customs Act 1962 and other related Acts and Laws and Regulations of India with their latest amendments, as applicable INDIA GOVERNMENT MINT NOIDA shall not entertain any requests for clarifications from the tenderer regarding such local conditions. 19.2 It must be understood and agreed that such factors have properly been investigated and considered while submitting the tender. No claim for financial or any other adjustments to VALUE OF CONTRACT, on lack of clarity of such factors shall be entertained.
20.	Abnormal Rates:	NA

SECTION-IV GENERAL OBLIGATIONS

21.	Priority of Contract Documents	21.1 Except if and the extent otherwise provided by the Contract, the provisions of the General Conditions of Contract and Special Conditions shall prevail over those of any other documents forming part of the CONTRACT. Several documents forming the CONTRACT are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the ENGINEER-IN-CHARGE who shall thereupon issue to the Contractor instructions thereon and in such event, unless otherwise provided in the Contract, the priority of the documents forming the Contract shall be as follows: 1) The Contract Agreement; 2) The Letter of Acceptance; 3) The (Instructions to Bidders) ITB; 4) Special Conditions of Contract (SCC); 5) General Conditions of Contract (GCC) 6) Any other document forming part of the Contract. Works shown in the DRAWING but not mentioned in the SPECIFICATIONS OR described in the SPECIFICATIONS without being shown in the DRAWINGS shall nevertheless be deemed to be included in the same manner as if they had been specifically shown upon the DRAWINGS and described in the SPECIFICATIONS. 21.2 Headings and Marginal Notes: All headings and marginal notes to the clauses of these General Conditions of Contract or to the SPECIFICATIONS or to any other Tender Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof the CONTRACT. 21.3 Singular and Plural: In CONTRACT DOCUMENTS unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires. 21.4 Interpretation: Words implying 'Persons' shall include relevant 'Corporate Companies / Registered Associations/ Body of Individuals/ Firm of Partnership' as the case may be.
22.	Special Conditions of Contract:	22.1 Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, specification of Work, Drawings and any other documents forming part of this CONTRACT wherever the context so requires. 22.2 Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.

		22.3 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail. 22.4 Wherever it is mentioned in the specifications that the CONTRACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned. 22.5 The materials, design and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATIONS contained herein and CODES referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.
23.	Contractor to obtain his own Information :	23.1 The CONTRACTOR in fixing his rate shall for all purpose whatsoever reason may be, deemed to have himself independently obtained all necessary information for the purpose of preparing his tender and his tender as accepted shall be deemed to have taken into account all contingencies as may arise due to such information or lack of same. The correctness of the details, given in the Tender Document to help the CONTRACTOR to make up the tender is not guaranteed. The CONTRACTOR shall be deemed to have examined the CONTRACT DOCUMENTS, to have generally obtained his own information in all matters whatsoever that might affect the carrying out of the works at the schedules rates and to have satisfied himself to the sufficiency of his tender. Any error in description of quantity or omission therefrom shall not vitiate the CONTRACT or release the CONTRACTOR from executing the work comprised in the CONTRACT according to DRAWINGS and SPECIFICATIONS at the scheduled rates. He is deemed to have known the scope, nature and magnitude of the WORKS and the requirements of materials and labour involved etc., and as to what all works he has to complete in accordance with the CONTRACT documents whatever be the defects, omissions or errors that may be found in the DOCUMENTS. The CONTRACTOR shall be deemed to have visited surroundings, to have satisfied himself to the nature of all existing structures, if any, and also as to the nature and the conditions of the Railways, Roads, Bridges and Culverts, means of transport and communication, whether by land, water or air, and as to possible interruptions thereto and the access and egress from the site, to have made enquiries, examined and satisfied himself as to the sites for obtaining sand, stones, bricks and other materials, the sites for disposal of surplus materials, the available accommodation as to whatever required, depots and such other buildings as may be necessary for executing and completing the works, to have made local independent enquiries as to the sub-soil, subsoil water and variations thereof, storms, prevailing winds, climatic conditions and all other similar matters effecting these works. He is deemed to have acquainted himself as to his liability of payment of Government Taxes, Customs duty and other charges, levies etc. Any neglect or omission or failure on the part of the CONTRACTOR in obtaining necessary and reliable information upon the foregoing or any other matters affecting the CONTRACT shall not relieve him from any risks or liabilities or the entire responsibility from completion of the works at the scheduled rates and times in strict accordance with the CONTRACT.

		It is, therefore, expected that should the CONTRACTOR have any doubt as to the meaning of any portion of the CONTRACT DOCUMENT he shall set forth the particulars thereof in writing to PURCHASER in duplicate, before submission of tender. The PURCHASER may provide such clarification as may be necessary in writing to CONTRACT, such clarifications as provided by PURCHASER shall form part of CONTRACT DOCUMENTS. No verbal agreement or inference from conversation with any effect or employee of the PURCHASER either before, during or after the execution of the CONTRACT agreement shall in any way affect or modify and of the terms or obligations herein contained. Any change in layout due to site conditions or technological requirement shall be binding on the CONTRACTOR and no extra claim on this account shall be entertained.
24	Contract Performance Security:	24.1 The CONTRACTOR shall furnish to the PURCHASER, within 21 days from the date of notification of award, a security in the sum of 5% of the accepted value of the tender or the actual value of work to be done whichever is applicable due to any additional work or any other reasons, in the form of a Bank draft/Banker's cheque or Bank Guarantee or irrevocable Letter of credit (as per proforma enclosed) as Contract Performance Security with the PURCHASER which will be refunded after the expiry of DEFECTS LIABILITY PERIOD. 24.2 CONTRACTOR can furnish the Contract Performance Security in the form of Demand Draft or through a Bank Guarantee or through an irrevocable Letter of Credit from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. However, other than the Nationalized Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs. 100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head. The bank guarantee or the Letter of Credit shall be submitted in the prescribed format. 24.3 If the CONTRACTOR/SUB-CONTRACTOR or their employees or the CONTRACTOR's agents and representatives shall damage, break, deface or destroy any property belonging to the PURCHASER or others during the execution of the CONTRACT, the same shall be made good by the CONTRACTOR at his own expenses and in default thereof, the ENGINEER-IN-CHARGE may cause the same to be made good by other agencies and recover expenses from the CONTRACTOR (for which the certificate of the ENGINEER- IN-CHARGE shall be final). 24.4 All compensation or other sums of money payable by the CONTRACTOR to the PURCHASER under terms of this CONTRACT may be deducted from or paid by the encashment or sale of a sufficient part of his Contract Performance Security or from any sums which may be due or may become due to the CONTRACTOR by the PURCHASER of any account whatsoever and in the event of his Contract Performance Security being reduced by reasons of any such deductions or sale of aforesaid, the CONTRACTOR shall within ten days thereafter make good in cash, bank drafts as aforesaid any sum or sums which may have been deducted from or realized by sale of his Contract Performance Security, or any part thereof. No interest shall be payable by the PURCHASER for sum deposited as Contract Performance Security.

		24.5 Failure of the successful bidder to comply with the requirements of this Clause shall constitute sufficient grounds for the annulment of the award and the forfeiture of bid security.
25	Time of Performance :	25.1 Time for Mobilization The work covered by this CONTRACT shall be commenced from the date of issue of Purchase order and be completed in stages on or before the dates as mentioned in the TIME SCHEDULE OF COMPLETION OF WORK. The CONTRACTOR should bear in mind that time is the essence of this agreement. Request for revision of construction time after tenders are opened will not receive consideration. 25.2 Time Schedule of Construction: 25.2.1 The general Time Schedule of construction is given in the TENDER DOCUMENT. CONTRACTOR should prepare a detailed monthly or weekly construction program jointly with the ENGINEER-IN-CHARGE within 15 days of receipt of Purchase Order. The WORK shall be executed strictly as per the Time Schedule given in the CONTRACT DOCUMENT. The period of construction given includes the time required for mobilization testing, rectifications, if any, retesting and completion in all respects in accordance with CONTRACT DOCUMENT to the entire satisfaction of the ENGINEER-IN-CHARGE. 25.2.2 The CONTRACTOR shall submit a detailed PERT network within the time frame agreed above consisting of adequate number of activities covering various key phases of the WORK such as design, procurement, manufacturing, shipment and field erection activities within fifteen (15) days from the date of issue of Purchase order. This network shall also indicate the interface facilities to be provided by the PURCHASER and the dates by which such facilities are needed. 25.2.3 CONTRACTOR shall discuss the network so submitted with the PURCHASER and the agreed network which may be in the form as submitted with the PURCHASER or in revised form in line with the outcome of discussions shall form part of the CONTRACT, to be signed within fifteen (15) days from the date of issue of Purchase order. During the performance of the CONTRACT, if in the opinion of the PURCHASER proper progress is not maintained suitable changes shall be made in the CONTRACTOR's operation to ensure proper progress.
26.	Force Majeure:	26.1 CONDITIONS FOR FORCE MAJEURE In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the CONTRACT the relative obligation of the party affected by such Force Majeures shall upon notification to the other party be suspended for the period during which Force Majeures event lasts. The cost and loss sustained by the either party shall be borne by the respective parties. The term "Force Majeures" as employed herein shall mean acts of God, earthquake, war (declared or undeclared), revolts, riots, fires, floods, rebellions, explosions, hurricane, sabotage, civil commotions and acts and regulations of respective Government of the two parties, namely the PURCHASER and the CONTRACTOR. Upon the occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing

		immediately but not later than 72 (Seventy-two) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. Time for performance of the relative obligation suspended by the Force Majeures shall then stand extended by the period for which such cause lasts. If deliveries of bought out items and/or works to be executed by the CONTRACTOR are suspended by Force Majeure conditions lasting for more than 2 (two) months the PURCHASER shall have the option to terminate the CONTRACT or re-negotiate the contract provisions. 26.2 OUTBREAK OF WAR 26.2.1 If during the currency of the CONTRACT there shall be an out-break of war whether declared or not, in that part of the World which whether financially or otherwise materially affect the execution of the WORK the CONTRACTOR shall unless and until the CONTRACT is terminated under the provisions in this clause continue to use his best endeavour to complete the execution of the WORK, provided always that the PURCHASER shall be entitled, at any time after such out-break of war to terminate or re-negotiate the CONTRACT by giving notice in writing to the CONTRACTOR and upon such notice being given the CONTRACT shall, save as to the rights of the parties under this clause and to the operation of the clauses entitled settlement of Disputes and Arbitration hereof, be terminated but without prejudice to the right of either party in respect of any antecedent breach thereof. 26.2.2 If the CONTRACT shall be terminated under the provisions of the above clause, the CONTRACTOR shall with all reasonable diligence remove from the SITE all the CONTRACTOR's equipment and shall give similar facilities to his SUB-CONTRACTORS to do so.
27.	Price reduction schedule:	27.1 Time is the essence of the CONTRACT. In case the CONTRACTOR fails to complete the WORK within the stipulated period, then, unless such failure is due to Force Majeure as defined in Clause 26 here above or due to PURCHASER's defaults, In case of delay in completion of the contract, liquidated damages (LD) will be levied as half percent (0.5%) of the contract value per week of delay subject to a maximum of five percent (5%) of contract value). In case of Inordinate delays the maximum of 10 % of LD will be applied on the Total Contract Price, by way of reduction in price for delay and not as penalty. The said amount will be recovered from amount due to the Contractor/ Contractor's Contract Performance Security payable on demand or from Bill submitted by the contractor. Inordinate Delays: Inexcusable delays beyond one-fourth of the completion period (beyond 3 months in a 12-month Contract) may be treated as inordinate delays, as confirmed record of poor performance. A show cause notice may be issued to the Contractor before issuing the final letter of poor performance. Such poor performance may be considered during qualification assessment while the Contractor bids in future tenders of the Contracting Authority. In case Procuring Entity decides to allow performance of contract, after inordinate delays, maximum limit on LD shall be 10% (instead of 5%) of the total contract value The decision of the ENGINEER-IN-CHARGE in regard to applicability of Price Reduction Schedule shall be final and binding on the CONTRACTOR

		27.2 All sums payable under this clause is the reduction in price due to delay in completion period at the above agreed rate.
28.	Rights of the PURCHASER to forfeit contract performance security:	28.1 Whenever any claim against the CONTRACTOR for the payment of a sum of money arises out or under the CONTRACT, the PURCHASER shall be entitled to recover such sum by appropriating in part or whole the Contract Performance Security of the CONTRACTOR. In the event of the security being insufficient or if no security has been taken from the CONTRACTOR, then the balance or the total sum recoverable, as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to the CONTRACTOR. The CONTRACTOR shall pay to the PURCHASER on demand any balance remaining due.
29.	Failure by the contractor to comply with the provisions of the contract:	29.1 If the CONTRACTOR refuses or fails to execute the WORK or any separate part thereof with such diligence as will ensure its completion within the time specified in the CONTRACT or extension thereof or fails to perform any of his obligation under the CONTRACT or in any manner commits a breach of any of the provisions of the CONTRACT it shall be open to the PURCHASER at its option by written notice to the CONTRACTOR: a) TO DETERMINE THE CONTRACT in which event the CONTRACT shall stand terminated and shall cease to be in force and effect on and from the date appointed by the PURCHASER on that behalf, whereupon the CONTRACTOR shall stop forthwith any of the CONTRACTOR's work then in progress, except such WORK as the PURCHASER may, in writing, require to be done to safeguard any property or WORK, or installations from damage, and the PURCHASER, for its part, may take over the work remaining unfinished by the CONTRACTOR and complete the same through a fresh contractor or by other means, at the risk and cost of the CONTRACTOR, and any of his sureties if any, shall be liable to the PURCHASER for any excess cost occasioned by such work having to be so taken over and completed by the PURCHASER over and above the cost at the rates specified in the schedule of quantities and rate/prices.. b) WITHOUT DETERMINING THE CONTRACT to take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh contractor or by other means at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of his sureties are liable to the PURCHASER for any excess cost over and above the cost at the rates specified in the Schedule of Quantities/ rates, occasioned by such works having been taken over and completed by the PURCHASER. 29.2 In such events of Clause 29.1(a) or (b) above. a) The whole or part of the Contract Performance Security furnished by the CONTRACTOR is liable to be forfeited without prejudice to the right of the PURCHASER to recover from the CONTRACTOR the excess cost referred to in the sub-clause aforesaid, the PURCHASER shall also have the right of taking possession and utilizing in completing the works or any part thereof, such as materials equipment and plants available at work site belonging to the CONTRACTOR as may be necessary and the CONTRACTOR shall not be entitled for any compensation for use or damage to such materials, equipment and plant. b) The amount that may have become due to the CONTRACTOR on account of work already executed by him shall not be payable to him until after the expiry of Six (6) calendar months reckoned from the date of termination of CONTRACT or from

		the taking over of the WORK or part thereof by the PURCHASER as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such work shall, under the CONTRACT, rest exclusively with the CONTRACTOR. This amount shall be subject to deduction of any amounts due from the CONTRACT to the PURCHASER under the terms of the CONTRACT authorized or required to be reserved or retained by the PURCHASER. 29.3 Before determining the CONTRACT as per Clause 29.1(a) or (b) provided in the judgement of the PURCHASER, the default or defaults committed by the CONTRACTOR is/are curable and can be cured by the CONTRACTOR if an opportunity given to him, then the PURCHASER may issue Notice in writing calling the CONTRACTOR to cure the default within such time specified in the Notice. 29.4 The PURCHASER shall also have the right to proceed or take action as per 29.1(a) or (b) above, in the event that the CONTRACTOR becomes bankrupt, insolvent, compounds with his creditors, assigns the CONTRACT in favor of his creditors or any other person or persons, or being a company or a corporation goes into voluntary liquidation, provided that in the said events it shall not be necessary for the PURCHASER to give any prior notice to the CONTRACTOR. 29.5 Termination of the CONTRACT as provided for in sub- clause 29.1(a) above shall not prejudice or affect their rights of the PURCHASER which may have accrued upto the date of such termination.
30	Contractor remains liable to pay compensation if action not taken under clause 29:	30.1 In any case in which any of the powers conferred upon the PURCHASER BY CLAUSE 29.0 thereof shall have become exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the CONTRACTOR for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his Contract Performance Security, and the liability of the CONTRACTOR for past and future compensation shall remain unaffected. In the event of the PURCHASER putting in force the power under above sub-clause (a), (b) or (c) vested in him under the preceding clause he may, if he so desired, take possession of all or any tools, and plants, materials and stores in or upon the works or the site thereof belonging to the CONTRACTOR or procured by him and intended to be used for the execution of the WORK or any part thereof paying or allowing for the same in account at the CONTRACT rates or in case of these not being applicable at current market rates to be certified by the ENGINEER-IN-CHARGE whose certificate thereof shall be final, otherwise the ENGINEER-IN-CHARGE may give notice in writing to the CONTRACTOR or his clerk of the works, foreman or other authorized agent, requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice), and in the event of the CONTRACTOR failing to comply with any such requisition, the ENGINEER-IN-CHARGE may remove them at the CONTRACTOR's expense or sell them by auction or private sale on account of the CONTRACTOR and at his risk in all respects without any further notice as to the date, time or place of sale and the certificate of the ENGINEER-IN-CHARGE as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the CONTRACTOR.
31	Change in constitution:	31.1 Where the CONTRACTOR is a partnership firm, the prior approval of the PURCHASER shall be obtained in writing, before any change is made in the constitution of the firm. Where the CONTRACTOR is an individual or a Hindu undivided family

		business concern, such approval as aforesaid shall, likewise be obtained before such CONTRACTOR enters into any agreement with other parties, where under, the reconstituted firm would have the right to carry out the work hereby undertaken by the CONTRACTOR. In either case if prior approval as aforesaid is not obtained, the CONTRACT shall be deemed to have been allotted in contravention of clause 37 hereof and the same action may be taken and the same consequence shall ensure as provided in the said clause.
32	Termination of contract	32(A) TERMINATION OF CONTRACT FOR DEATH: If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR is a partnership concern and one of the partner dies then unless, the PURCHASER is satisfied that the legal representative of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing CONTRACT, he (the PURCHASER) is entitled to cancel the CONTRACT for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased CONTRACTOR and/or to the surviving partners of the CONTRACTOR'S firm on account of the cancellation of CONTRACT. The decision of the PURCHASER in such assessment shall be final and binding on the parties. In the event of such cancellation, the PURCHASER shall not hold the estate of the deceased CONTRACTOR and/or the surviving partners of the CONTRACTOR'S firm liable for any damages for non-completion of CONTRACT. 32(B) TERMINATION OF CONTRACT IN CASE OF LIQUIDATION / BANKRUPTCY ETC. If the Contractor shall dissolve or become bankrupt or insolvent or cause or suffer any receiver to be appointed of his business of any assets thereof compound with his Creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefits of its Creditors any of them, PURCHASER shall be at liberty: - To terminate the contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Contractor or to give the Receiver or liquidator or other person, the option of carrying out the contract subject to his providing a guarantee upto an amount to be agreed upon by PURCHASER for due and faithful performance of the contract. 32 (C) TERMINATION OF CONTRACT FOR NON-PERFORMANCE AND SUBSEQUENTLY PUTTING THE CONTRACTOR ON HOLIDAY: In case of termination of CONTRACT herein set forth (under clause 29.0) except under conditions of Force Majeure and termination after expiry of contract, the CONTRACTOR shall be put under holiday [i.e. neither any enquiry will be issued to the party by INDIA GOVERNMENT MINT NOIDA. against any type of tender nor their offer will be considered by INDIA GOVERNMENT MINT NOIDA against any ongoing tender (s) where contract between INDIA GOVERNMENT MINT NOIDA and that particular CONTRACTOR (as a bidder) has not been finalized] for three years from the date of termination by INDIA GOVERNMENT MINT NOIDA to such CONTRACTOR.

33	Members of the PURCHASER not individually liable :	33.1 No Director, or official or employee of the PURCHASER/ CONSULTANT shall in any way be personally bound or liable for the acts or obligations of the PURCHASER under the CONTRACT or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.
34	PURCHASER not bound by personal representations:	34.1 The CONTRACTOR shall not be entitled to any increase on the scheduled rates or any other right or claim whatsoever by reason of any representation, explanation statement or alleged representation, promise or guarantees given or alleged to have been given to him by any person.
35	Contractor's office at site:	35.1 The CONTRACTOR shall provide and maintain an office at the site for the accommodation of his agent and staff and such office shall be open at all reasonable hours to receive instructions, notice or other communications. The CONTRACTOR at all time shall maintain a site instruction book and compliance of these shall be communicated to the ENGINEER-IN CHARGE from time to time and the whole document to be preserved and handed over after completion of works.
36	Contractor's subordinate staff and their conduct	36.1 The CONTRACTOR, on or after award of the WORK shall name and depute a qualified engineer having sufficient experience in carrying out work of similar nature, to whom the equipments, materials, if any, shall be issued and instructions for works given. The CONTRACTOR shall also provide to the satisfaction of the ENGINEER-IN-CHARGE sufficient and qualified staff to superintend the execution of the WORK, competent sub-agents, foremen and leading hands including those specially qualified by previous experience to supervise the types of works comprised in the CONTRACT in such manner as will ensure work of the best quality, expeditious working. Whenever in the opinion of the ENGINEER-IN- CHARGE additional properly qualified supervisory staff is considered necessary, they shall be employed by the CONTRACTOR without additional charge on accounts thereof. The CONTRACTOR shall ensure to the satisfaction of the ENGINEER-IN-CHARGE that SUB-CONTRACTORS, if any, shall provide competent and efficient supervision, over the work entrusted to them. 36.2 If and whenever any of the CONTRACTOR's or SUB- CONTRACTOR'S agents, sub-agents, assistants, foremen, or other employees shall in the opinion of ENGINEER-IN- CHARGE be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties of that in the opinion of the PURCHASER or the ENGINEER-IN-CHARGE, it is undesirable for administrative or any other reason for such person or persons to be employed in the works, the CONTRACTOR, is so directed by the ENGINEER-IN-CHARGE, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall not again be employed in connection with the WORKS without the written permission of the ENGINEER-IN- CHARGE. Any person so removed from the WORK shall be immediately re-placed at the expense of the CONTRACTOR by a qualified and competent substitute. Should the CONTRACTOR be requested to repatriate any person removed from the works he shall do so and shall bear all costs in connection herewith. 36.3 The CONTRACTOR shall be responsible for the proper behavior of all the staff, foremen, workmen, and others, and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality, the CONTRACTOR shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighborhood and in the event of such employee so

		trespassing, the CONTRACTOR shall be responsible therefore and relieve the PURCHASER of all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the ENGINEER-IN-CHARGE upon any matter arising under this clause shall be final. The CONTRACTOR shall be liable for any liability to PURCHASER on account of deployment of CONTRACTOR's staff etc. or incidental or arising out of the execution of CONTRACT. The CONTRACTOR shall be liable for all acts or omissions on the part of his staff, Foremen and Workmen and others in his employment, including misfeasance or negligence of whatever kind in the course of their work or during their employment, which are connected directly or indirectly with the CONTRACT. 36.4 If and when required by the PURCHASER and CONTRACTOR's personnel entering upon the PURCHASER's premises shall be properly identified by badges of a type acceptable to the PURCHASER which must be worn at all times on PURCHASER's premises. CONTRACTOR may be required to obtain daily entry passes for his staff/employees from PURCHASER to work within operating areas. These being safety requirements, no relaxations on this account shall be given to CONTRACTOR.
37	Sub-letting of works:	37.1 No part of the CONTRACT nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the CONTRACTOR directly or indirectly to any person, firm or corporation whatsoever without the consent in writing, of the ENGINEER/PURCHASER except as provided for in the succeeding sub-clause. i) SUB-CONTRACTS FOR TEMPORARY WORKS ETC.: The PURCHASER may give written consent to Sub- contract for the execution of any part of the WORK at the site, being entered in to by CONTRACTOR provided each individual Sub- contract is submitted to the ENGINEER-IN-CHARGE before being entered into and is approved by him. ii) LIST OF SUB-CONTRACTORS TO BE SUPPLIED: At the commencement of every month the CONTRACTOR shall furnish to the ENGINEER-IN- CHARGE list of all SUB-CONTRACTORS or other persons or firms engaged by the CONTRACTOR and working at the SITE during the previous month with particulars of the general nature of the Subcontract or works done by them. iii) CONTRACTOR'S LIABILITY NOT LIMITED BY SUB-CONTRACTORS: Notwithstanding any sub-letting with such approval as aforesaid and notwithstanding that the ENGINEER-I N-CHARGE shall have received copies of any Subcontracts, the contractor shall be and shall remain solely responsible for the quality, proper and expeditious execution of the Contract in all respects as if such sub-letting or Subcontracting had not taken place, and as if such work had been done directly by the CONTRACTOR. The CONTRACTOR shall bear all responsibility for any act or omission on the part of sub-contractors in regard to work to be performed under the CONTRACT. iv) PURCHASER MAY TERMINATE SUB-CONTRACTS: If any SUB-CONTRACTOR engaged upon the works at the site executes any works which in the opinion of the ENGINEER-IN-CHARGE is not in accordance with the CONTRACT documents, the PURCHASER may by written notice to the CONTRACTOR request him to terminate such subcontract and the CONTRACTOR upon

		the receipt of such notice shall terminate such Subcontract and dismiss the SUB-CONTRACTOR(S) and the later shall forthwith leave the works, failing which the PURCHASER shall have the right to remove such SUB- CONTRACTOR(S) from the site. v) NO REMEDY FOR ACTION TAKEN UNDER THIS CLAUSE: No action taken by the PURCHASER under the clause shall relieve the CONTRACTOR of any of his liabilities under the CONTRACT or give rise to any right or compensation, extension of time or otherwise failing which the PURCHASER shall have the right to remove such SUB-CONTRACTOR(S) from the site.
38	Power of entry:	38.1 If the CONTRACTOR shall not commence the WORK in the manner previously described in the CONTRACT documents or if he shall at any time in the opinion of the ENGINEER-IN-CHARGE i) fail to carry out the WORK in conformity with the CONTRACT documents, or ii) fail to carry out the WORK in accordance with the Time Schedule, or iii) substantially suspend work or the WORK for a period of fourteen days without authority from the ENGINEER-IN-CHARGE, or iv) fail to carry out and execute the WORK to the satisfaction of the ENGINEER-IN-CHARGE, or v) fail to supply sufficient or suitable construction plant, temporary works, labour, materials or things, or vi) Commit, suffer, or permit any other breach of any of the provisions of the CONTRACT on his part to be performed or observed or persist in any of the above mentioned breaches of the CONTRACT for fourteen days, after notice in writing shall have been given to the CONTRACTOR by the ENGINEER-IN-CHARGE requiring such breach to be remedied, or vii) if the CONTRACTOR shall abandon the WORK , or If the CONTRACTOR during the continuance of the CONTRACT shall become bankrupt, make any arrangement or composition with his creditors, or permit any execution to be levied or go into liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction then in any such case, the PURCHASER shall have the power to enter upon the WORK and take possession thereof and of the materials, temporary WORK, construction plant, and stock thereon, and to revoke the CONTRACTOR's license to use the same, and to complete the WORK by his agents, other CONTRACTORS or workmen or to relate the same upon any PURCHASER in his absolute discretion may think proper to employ and for the purpose aforesaid to use or authorize the use of any materials, temporary work, CONSTRUCTION PLANT, and stock as aforesaid, without making payment or allowance to the CONTRACTOR for the said materials other than such as may be certified in writing by the ENGINEER-IN-CHARGE to be reasonable, and without making any payment or allowance to the CONTRACTOR for the use of the temporary said works, construction plant and stock or being liable for any loss or damage thereto, and if the PURCHASER shall by reason of his taking possession of the WORK or of the WORK being completed by other CONTRACTOR (due account being taken of any such extra work or works which may or be omitted) then the amount of such excess as certified by the ENGINEER-IN- CHARGE shall be deducted from any money which may be due for work done by the CONTRACTOR under the

		CONTRACT and not paid for. Any deficiency shall forthwith be made good and paid to the PURCHASER by the CONTRACTOR and the PURCHASER shall have power to sell in such manner and for such price as he may think fit all or any of the construction plant, materials etc. constructed by or belonging to and to recoup and retain the said deficiency or any part thereof out of proceeds of the sale.
39	Contractor's responsibility with the mechanical, electrical, intercommunication system, air-conditioning contractors and other agencies:	39.1 Without repugnance of any other condition, it shall be the responsibility of the CONTRACTOR executing the work of civil construction, to work in close cooperation and coordinate the WORK with the Mechanical, Electrical, Air-conditioning and Intercommunication Contractor's and other agencies or their authorized representatives, in providing the necessary grooves, recesses, cuts and opening etc., in wall, slabs beams and columns etc. and making good the same to the desired finish as per specification, for the placement of electrical, intercommunication cables, conduits, air-conditioning inlets and outlets grills and other equipments etc. where required. For the above said requirements in the false ceiling and other partitions, the CONTRACTOR before starting-up the work shall in consultation with the Electrical, Mechanical, Intercommunication, Air-conditioning contractor and other agencies prepare and put-up a joint scheme, showing the necessary openings, grooves, recesses, cuts, the methods of fixing required for the WORK of the aforesaid, and the finishes therein, to the ENGINEER-IN-CHARGE and get the approval. The CONTRACTOR before finally submitting the scheme to the ENGINEER-IN-CHARGE, shall have the written agreement of the other agencies. The ENGINEER- IN-CHARGE, before communicating his approval to the scheme, with any required modification, shall get the final agreement of all the agencies, which shall be binding. No claim shall be entertained on account of the above. The CONTRACTOR shall confirm in all respects with provision of any statutory regulations, ordinances or byelaws of any local or duly constituted authorities or public bodies which may be applicable from time to time to the WORK or any temporary works. The CONTRACTOR shall keep the PURCHASER indemnified against all penalties and liabilities of every kind, arising out of non- adherence to such stains, ordinances, laws, rules, regulations, etc.
40	Other agencies at site:	40.1 The CONTRACTOR shall have to execute the WORK in such place and conditions where other agencies will also be engaged for other works such as site grading, filling, and levelling, electrical and mechanical engineering works, etc. No claim shall be entertained due to WORK being executed in the above circumstances.
41	Notice:	41.1 TO THE CONTRACTOR: Any notice hereunder may be served on the CONTRACTOR or his duly authorized representative at the job site or may be served by registered mail direct to the address furnished by the CONTRACTOR. Proof of issue of any such notice could be conclusive of the CONTRACTOR having been duly informed of all contents therein. 41.2 TO THE PURCHASER:

		Any notice to be given to the PURCHASER under the terms of the CONTRACTOR shall be served by sending the same by Registered mail to or delivering the same at the respective offices of M/S. INDIA GOVERNMENT MINT NOIDA D-2 Sector 1 Gautam Budh Nagar Noida 201301, addressed to the SITE-IN-CHARGE/Chief General Manager.
42	Right of various interests:	42.1 i) The PURCHASER reserves the right to distribute the work between more than one agency (ies). The CONTRACTOR shall cooperate and afford other agency (ies) reasonable opportunity for access to the WORK for the carriage and storage of materials and execution of their works. ii) Wherever the work being done by any department of the PURCHASER or by other agency(ies) employed by the PURCHASER is contingent upon WORK covered by this CONTRACT, the respective rights of the various interests involved shall be determined by the ENGINEER-IN-CHARGE to secure the completion of the various portions of the work in general harmony
43	Patents and royalties:	43.1 The CONTRACTOR, if licensed under any patent covering equipment, machinery, materials or compositions of matter to be used or supplied or methods and process to be practiced or employed in the performance of this CONTRACT, agrees to pay all royalties and licence fees which may be due with respect thereto. If any equipment, machinery, materials, composition of matters, be used or supplied or methods and processes to be practiced or employed in the performance of this CONTRACT, is covered by a patent under which the CONTRACTOR is not licensed then the CONTRACTOR before supplying or using the equipment, machinery materials, composition method or processes shall obtain such licences and pay such royalties and licence fees as may be necessary for performance of this CONTRACT. In the event the CONTRACTOR fails to pay any such royalty or obtain any such licence, any suit for infringement of such patents which is brought against the CONTRACTOR or the PURCHASER as a result such failure will be defended by the CONTRACTOR at his own expense and the CONTRACTOR will pay any damages and costs awarded in such suit. The CONTRACTOR shall promptly notify the PURCHASER if the CONTRACTOR has acquired the knowledge of any plant under which a suit for infringement could be reasonably brought because of the use by the PURCHASER of any equipment, machinery, materials, process, methods to be supplied hereunder. The CONTRACTOR agrees to and does hereby grant to PURCHASER, together with the right to extend the same to any of the subsidiaries of the PURCHASER as irrevocable, royalty free licence to use in any country, any invention made by the CONTRACTOR or his employee in or as result of the performance of the WORK under the CONTRACT. 43.2 All charges on account of royalty. toilage, rent, octroi terminal or sales tax and/or other duties or any other levy on materials obtained for the work or temporary work or part thereof (excluding materials provided by the PURCHASER) shall be borne by the CONTRACTOR. 43.3 The CONTRACTOR shall not sell or otherwise dispose of or remove except for the purpose of this CONTRACT, the sand, stone, clay, ballast, earth, rock or other substances, or materials obtained from any excavation made for the purpose of the WORK or any building or produce upon the site at the time of delivery of the possession thereof, but all such substances, materials, buildings and produce shall be the property of the PURCHASER provided that the CONTRACTOR may with the permission of the ENGINEER-IN-CHARGE, use the same for the purpose of the work by payment of cost of the same at such a rate as may be determined by the ENGINEER-IN- CHARGE.

		43.4 The PURCHASER shall indemnify and save harmless the CONTRACTOR from any loss on account of claims against CONTRACTOR for the contributory infringement of patent rights arising out and based upon the claim that the use of the PURCHASER of the process included in the design prepared by the PURCHASER and used in the operation of the plant infringes on any patent right. With respect to any subcontract entered into by CONTRACTOR pursuant to the provisions of the relevant clause hereof, the CONTRACTOR shall obtain from the SUB-CONTRACTOR an undertaking to provide the PURCHASER with the same patent protection that CONTRACTOR is required to provide under the provisions of this clause
44	Liens:	44.1 If, at any time there should be evidence or any lien or claim for which the PURCHASER might have become liable and which is chargeable to the CONTRACTOR, the PURCHASER shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the PURCHASER against such lien or claim and if such lien or claim be valid, the PURCHASER may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the CONTRACTOR. If any lien or claim remain unsettled after all payments are made, the CONTRACTOR shall refund or pay to the PURCHASER all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses. PURCHASER reserves the right to do the same. 44.2 The PURCHASER shall have lien on all materials, equipments including those brought by the CONTRACTOR for the purpose of erection, testing and commissioning of the WORK. 44.3 The final payment shall not become due until the CONTRACTOR delivers to the ENGINEER-IN-CHARGE a complete release or waiver of all liens arising or which may arise out of his agreement or receipt in full or certification by the CONTRACTOR in a form approved by ENGINEER-IN-CHARGE that all invoices for labour, materials, services have been paid in lien thereof and if required by the ENGINEER-IN-CHARGE in any case an affidavit that so far as the CONTRACTOR has knowledge or information the releases and receipts include all the labour and material for which a lien could be filled. 44.4 CONTRACTOR will indemnify and hold the PURCHASER harmless, for a period of two years after the issue of FINAL CERTIFICATE, from all liens and other encumbrances against the PURCHASER on account of debts or claims alleged to be due from the CONTRACTOR or his SUB-CONTRACTOR to any person including SUB-CONTRACTOR and on behalf of PURCHASER will defend at his own expense, any claim or litigation brought against the PURCHASER or the CONTRACTOR in connection therewith. CONTRACTOR shall defend or contest at his own expense any fresh claim or litigation by any person including his SUB-CONTRACTOR, till its satisfactory settlement even after the expiry of two years from the date of issue of FINAL CERTIFICATE.
45	Delays by PURCHASER or his authorized agents:	45.1 In case the CONTRACTOR's performance is delayed due to any act or omission on the part of the PURCHASER or his authorized agents, then the CONTRACTOR shall be given due extension of time for the completion of the WORK, to the extent such omission on the part of the PURCHASER has caused delay in the CONTRACTOR's performance of his WORK. 45.2 No adjustment in CONTRACT PRICE shall be allowed for reasons of such delays and extensions granted except as provided in TENDER DOCUMENT, where the PURCHASER reserves the right to seek indulgence of CONTRACTOR to maintain the agreed Time Schedule of Completion.

		In such an event the CONTRACTOR shall be obliged for working by CONTRACTOR's personnel for additional time beyond stipulated working hours as also Sundays and Holidays and achieve the completion date/interim targets.
46	Payment if the contract is terminated:	46.1 If the CONTRACT shall be terminated as per Tender pursuant to Clause no. 29 of GCC, the CONTRACTOR shall be paid by the PURCHASER in so far as such amounts or items shall not have already been covered by payments of amounts made to the CONTRACTOR for the WORK executed and accepted by ENGINEER-IN-CHARGE prior to the date of termination at the rates and prices provided for in the CONTRACT and in addition to the following: a) The amount payable in respect of any preliminary items, so far as the Work or service comprised therein has been carried out or performed and an appropriate portion as certified by ENGINEER-IN-CHARGE of any such items or service comprised in which has been partially carried out or performed. b) Any other expenses which the CONTRACTOR has expended for performing the WORK under the CONTRACT subject to being duly recommended by ENGINEER-IN-CHARGE and approved by PURCHASER for payment, based on documentary evidence of his having incurred such expenses. 46.2 The CONTRACTOR will be further required to transfer the title and provide the following in the manner and as directed by the PURCHASER. a) Any and all completed works. b) Such partially completed WORK including drawings, informations and CONTRACT rights as the CONTRACTOR has specially performed, produced or acquired for the performance of the CONTRACTOR.
47	No waiver of rights:	47.1 Neither the inspection by the PURCHASER or any of their officials, employees, or agents nor any order by the PURCHASER for payment of money or any payment for or acceptance of the whole or any part of the Work by the PURCHASER nor any extension of time, nor any possession taken by PURCHASER shall operate as a waiver of any provision of the CONTRACT, or of any power herein reserved to the PURCHASER, or any right to damages herein provided, nor shall any waiver of any breach in the CONTRACT be held to be a waiver of any other subsequent breach.
48	Certificate not to affect right of PURCHASER and liability of contractor:	48.1 No interim payment certificate(s) issued by the Engineer-in-Charge of the PURCHASER, nor any sum paid on account by the PURCHASER, nor any extension of time for execution of the work granted by PURCHASER shall affect or prejudice the rights of the PURCHASER against the CONTRACTOR or relieve the CONTRACTOR of his obligations for the due performance of the CONTRACT, or be interpreted as approval of the WORK done or of the equipment supplied and no certificate shall create liability for the PURCHASER to pay for alterations, amendments, variations or additional works not ordered, in writing, by PURCHASER or discharge the liability of the CONTRACTOR for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the PURCHASER.
49	Language and measures:	49.1 All documents pertaining to the CONTRACT including Specifications, Schedules, Notices, Correspondence, operating and maintenance Instructions, DRAWINGS, or any other writing shall be written in English language. The Metric System of measurement shall be used in the CONTRACT unless otherwise specified.
50	Transfer of title:	50.1 The title of Ownership of supplies furnished by the CONTRACTOR shall not pass on to the PURCHASER for all Supplies till the same are finally accepted by the PURCHASER after the successful completion of PERFORMANCE TEST and GUARANTEE TEST and issue of FINAL CERTIFICATE.

		50.2 However, the PURCHASER shall have the lien on all such works performed as soon as any advance or progressive payment is made by the PURCHASER to the CONTRACTOR and the CONTRACTOR shall not subject these works for use other than those intended under this CONTRACT.
51	Release of information :	51.1 The CONTRACTOR shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the Work under this CONTRACT or description of the site dimensions, quantity, quality or other information, concerning the Work unless prior written permission has been obtained from the PURCHASER
52	Brand names:	52.1 The specific reference in the SPECIFICATIONS and documents to any material by trade name, make or catalogue number shall be construed as establishing standard or quality and performance and not as limited competition. However, in case of un-availability of material (by giving supporting documents for Non-Availability), contractor may seek Procuring Entity's permission for equivalent brands that will be subject to approval of Tender Approving authority.
53	Completion of contract:	53.1 Unless otherwise terminated under the provisions of any other relevant clause, this CONTRACT shall be deemed to have been completed at the expiration of the PERIOD OF LIABILITY as provided for under the CONTRACT.
54	Spares:	54.1 The CONTRACTOR shall furnish to the PURCHASER all spares required for COMMISSIONING of the plants, recommendatory and/or mandatory spares, which are required essential by the manufacturer/supplier. The same shall be delivered at SITE, 3(Three) months before COMMISSIONING. Also the CONTRACTOR should furnish the manufacturing drawings for fast wearing spares. 54.2 The CONTRACTOR guarantees the PURCHASER that before the manufacturers of the equipments, plants and machineries go out of production of spare parts for the equipment furnished and erected by him, he shall give at least twelve (12) months' advance notice to the PURCHASER, so that the latter may order his requirement of spares in one lot, if he so desires.

SECTION-V PERFORMANCE OF WORK

55	Execution of work:	55.1 All the Works shall be executed in strict conformity with the provisions of the CONTRACT Documents and with such explanatory detailed drawings, specification and instructions as may be furnished from time to time to the CONTRACTOR by the ENGINEER-IN-CHARGE whether mentioned in the CONTRACT or not. The CONTRACTOR shall be responsible for ensuring that works throughout are executed in the most substantial, proper and workman like manner with the quality of material and workmanship in strict accordance with the SPECIFICATIONS and to the entire satisfaction of the ENGINEER-IN-CHARGE. The CONTRACTOR shall provide all necessary materials equipment labour etc. for execution and maintenance of WORK till completion unless otherwise mentioned in the CONTRACT. 55.2 Work to be Executed in Accordance with Specifications, Drawings, Orders etc. The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of Central Public Works Department specified in bid or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract. The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction. Specifications to be followed with up to date correction slip, 1. For civil work CPWD Specification Vol. I&II-2019 2. For electrical internal work CPWD Specification Part-I-2023, 3. For electrical External work CPWD Specification Part-II-2023, 4. For Lift work CPWD Specification Part-III-2003, 5. For Sub Station work CPWD Specification Part-IV-2013, 6. For Wet riser work CPWD Specification Part-V-2023, 7. For Fire Detection & Alarm work CPWD Specification Part-VI-2018 8. For DG Set work CPWD Specification 2024, 9. For HVAC work CPWD Specification 2024, 10. CPWD Specification for horticulture & Landscape-2025
56	Co-ordination and inspection of work:	56.1 The coordination and inspection of the day-to-day work under the CONTRACT shall be the responsibility of the ENGINEER-IN-CHARGE. The written instruction regarding any particular job will

		normally be passed by the ENGINEER-IN-CHARGE or his authorised representative. A work order book will be maintained by the CONTRACTOR for each sector in which the aforesaid written instructions will be entered. These will be signed by the CONTRACTOR or his authorised representative by way of acknowledgement within 12 hours.
57	Work in monsoon and dewatering:	57.1 Unless otherwise specified elsewhere in the tender, the execution of the WORK may entail working in the monsoon also. The CONTRACTOR must maintain a minimum labour force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No extra rate will be considered for such work in monsoon. 57.2 During monsoon and other period, it shall be the responsibility of the CONTRACTOR to keep the construction work site free from water at his own cost.
58	Work on Sundays and Holidays:	58.1 For carrying out Work on Sundays, and Holidays, the CONTRACTOR will approach the ENGINEER-IN-CHARGE or his representative at least two days in advance and obtain permission in writing. The CONTRACTOR shall observe all labour laws and other statutory rules and regulations in force. In case of any violations of such laws, rules and regulations, consequence if any, including the cost thereto shall be exclusively borne by the CONTRACTOR and the PURCHASER shall have no liability whatsoever on this account.
59	General conditions for construction and erection work:	59.1 The working time at the site of work is 48 hours per week. Overtime work is permitted in cases of need and the PURCHASER will not compensate the same. Shift working at 2 or 3 shifts per day will become necessary and the CONTRACTOR should take this aspect into consideration for formulating his rates for quotation. No extra claims will be entertained by the PURCHASER on this account. For carrying out work beyond working hours the CONTRACTOR will approach the ENGINEER-IN-CHARGE or his authorized representative and obtain his prior written permission. 59.2 The CONTRACTOR must arrange for the placement of workers in such a way that the delayed completion of the WORK or any part thereof for any reason whatsoever will not affect their proper employment. The PURCHASER will not entertain any claim for idle time payment whatsoever. 59.3 The CONTRACTOR shall submit to the PURCHASER/ENGINEER-IN- CHARGE reports at regular intervals regarding the state and progress of WORK. The details and proforma of the report will mutually be agreed after the award of CONTRACT. The CONTRACTOR shall provide display boards showing progress and labour strengths at worksite, as directed by the ENGINEER-IN-CHARGE.
60	Alterations in specifications, design and extra works:	The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations,

		omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided. 60.1 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor, as follows : (i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus (ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge Deviation, Extra Items and Pricing In the case of extra item(s) (items which are not available in the contract), the contractor may within fifteen days of the receipt of order or occurrence of the item(s), submit claim for market rate(s), supported with proper analysis of rate and manufacturer's specification for the work, invoices, vouchers, etc. (as applicable), failing which the rate(s) approved later by the Engineer-in-Charge shall be final and binding. Where the contractor submits claim for market rate(s) in the manner prescribed above, the Engineer-in-Charge shall, within 45 days of the receipt of the claims, after giving consideration to the analysis of rates and other documents submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined. The rate(s) of extra items so determined by the Engineer-in-Charge shall be final and binding on the contractor, and shall not be arbitrable. Deviation, deviated Quantities, Pricing In the case of contract items which exceed the limit, the contractor may within fifteen days of the receipt of order or occurrence of the excess, claim revision of the rates, supported with proper analysis of rate and invoices, vouchers, etc. (as applicable), for the quantity in excess of the above-mentioned limit. The Engineer-in-Charge shall within 45 days of receipt of the claims, after giving consideration to the analysis of rates and other documents submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined. The rate(s) so determined by the Engineer-in-Charge shall be final and binding on the contractor, and shall not be arbitrable. 60.2 In the case of contract items which exceed the limit, the Engineer-in-Charge shall after giving notice to the contractor within 30 days of submission of that bill by the contractor which contains such item(s), and after taking into consideration any reply received from the contractor within 15 days of the issue of such notice, reduce the rate for quantity in excess of the above-mentioned limit on the basis of market
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		rates, within 30 days of the expiry of the said period of 15 days, and the contractor shall be paid in accordance with the rates so determined. The rate(s) so determined by the Engineer-in-Charge shall be final and binding on the contractor, and shall not be arbitrable 60.3 The cost of any operation necessarily in contemplation of tenderer while quoting tender or necessary or incidental to proper execution of an item of work included in the Schedule of Quantities or in the Schedule of Rates, whether or not specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said Schedule of Rates, as the case may be. Nothing extra shall be admissible for such operations. e) Permissible deviation in work on account of extra /substitute and deviation shall be 10% f) Expenditure on all works (after sanction of deviation/extra/substituted items) should not exceed 110% of the administrative approval (i.e. sanction from CFA before tendering which is based on estimated value) or 125% of the contract value whichever is lower. Extra items with a total value beyond ₹50,000 which are not covered in the existing BOQ will, for approval purposes, be treated as STE (single tender enquiry)/Nomination work, and shall be processed in line with the applicable provision for STE in SPMCIL.
61	Drawings to be supplied by the PURCHASER	61.1 The drawings attached with tender are only for the general guidance to the CONTRACTOR to enable him to visualize the type of work contemplated and scope of work involved. The CONTRACTOR will be deemed to have studied the DRAWINGS and formed an idea about the WORK involved. 61.2 Detailed working drawings on the basis of which actual execution of the WORK is to proceed, will be furnished from time to time during the progress of the work. The CONTRACTOR shall be deemed to have gone through the DRAWINGS supplied to him thoroughly and carefully and in conjunction with all other connected drawings and bring to the notice of the ENGINEER-IN-CHARGE discrepancies, if any, therein before actually carrying out the Work. 61.3 Copies of all detailed working drawings relating to the WORK shall be kept at the CONTRACTOR's office on the site and shall be made available to the ENGINEER-IN- CHARGE at any time during the CONTRACT. The drawings and other documents issued by the PURCHASER shall be returned to the PURCHASER on completion of the WORK.
62	Drawings to be supplied by the contractor:	62.1 The drawings/date which are to be furnished by the CONTRACTOR are enumerated in the special conditions of contract, and shall be furnished within the specified time. 62.2 Where approval/review of drawings before manufacture/ construction/fabrication has been specified, it shall be CONTRACTOR's responsibility to have these drawings prepared as per the directions of ENGINEER-IN-CHARGE and got approved before proceeding with manufacture/construction/fabrication as the case may be. Any change that may have become necessary in these drawings

		during the execution of the work shall have to be carried out by the CONTRACTOR to the satisfaction of ENGINEER-IN-CHARGE at no extra cost. All final drawings shall bear the certification stamp as indicated below duly signed by both the CONTRACTOR and ENGINEER-IN-CHARGE. "Certified true for _____ (Name of Work) Agreement No. _____ Signed _____ _____ (CONTRACTOR) (ENGINEER-IN-CHARGE) 62.3 The DRAWINGS submitted by the CONTRACTOR shall be reviewed by the ENGINEER-IN-CHARGE as far as practicable within 3 (Three) weeks and shall be modified by the CONTRACTOR, if any modifications and/or corrections are required by the ENGINEER-IN-CHARGE. The CONTRACTOR shall incorporate such modifications and/or corrections and submit the final drawings for approval. Any delays arising out of failure by the CONTRACTOR to rectify the drawing in good time shall not alter the Contract Completion Time. 62.4 As built drawings showing all corrections, adjustments etc. shall be furnished by the CONTRACTOR in six copies and one transparent for record purposed to the PURCHASER.
63	Setting out works:	63.1 The ENGINEER-IN-CHARGE shall furnish the CONTRACTOR with only the four corners of the Works site and a level bench mark and the CONTRACTOR shall set out the Works and shall provide an efficient staff for the purpose and shall be solely responsible for the accuracy of such setting out. 63.2 The CONTRACTOR shall provide, fix and be responsible for the maintenance of all stakes, templates, level marks, profiles and other similar things and shall take all necessary precautions to prevent their removal or disturbance and shall be responsible for the consequence of such removal or disturbance should the same take place and for their efficient and timely reinstatement. The CONTRACTOR shall also be responsible for the maintenance of all existing survey marks, boundary marks, distance marks and center line marks, either existing or supplied and fixed by the CONTRACTOR. The work shall be set out to the satisfaction of the ENGINEER-IN-CHARGE. The approval there of joining with the CONTRACTOR by the ENGINEER-IN-CHARGE in setting out the work, shall not relieve the CONTRACTOR of any of his responsibility. 63.3 Before beginning the Works, the CONTRACTOR shall at his own cost, provide all necessary reference and level posts, pegs, bamboos, flags, ranging rods, strings and other materials for proper layout of the works in accordance with the schemes for bearing marks acceptable to the ENGINEER-IN-CHARGE. The center, longitudinal

		or face lines and cross lines shall be marked by means of small masonry pillars. Each pillar shall have distinct mark at the centre to enable theodolite to be set over it. No work shall be started until all these points are checked and approved by the ENGINEER-IN-CHARGE in writing but such approval shall not relieve the CONTRACTOR of any of his responsibilities. The CONTRACTOR shall also provide all labour, material and other facilities, as necessary, for the proper checking of layout and inspection of the points during construction. 63.4 Pillars bearing geodetic marks located at the sites of units of WORKS under construction should be protected and fenced by the CONTRACTOR. 63.5 On completion of WORK, the CONTRACTOR must submit the geodetic documents according to which the WORK was carried out.
64	Responsibility for level and alignment:	64.1 The CONTRACTOR shall be entirely and exclusively responsible for the horizontal and vertical alignment, the levels and correctness of every part of the WORK and shall rectify effectively any errors or imperfections therein, such rectifications shall be carried out by the CONTRACTOR, at his own cost, when instructions are issued to that effect by the ENGINEER- IN-CHARGE.
65	Materials to be supplied by contractor:	The contractor shall, at his own expense, provide all materials, required for the works other than those which are stipulated to be supplied by the Government. The contractor shall, at his own expense and without delay supply to the Engineer-in-Charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Engineer-in- Charge furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply. The Engineer-in-Charge shall within thirty (30) days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-Charge for his approval, fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Engineer-in-Charge shall be issued after the test results are received. The Contractor shall at his cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-Charge. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials. The contractor shall, at his cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer- in-Charge and bear all charges including testing charges. The Engineer -in- Charge or his authorized representative shall always have access to the works and to all workshops and places where work component is being prepared or from where materials, manufactured

		articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access. The Engineer-in-Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Engineer-in-Charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Engineer-in-Charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor. The contractor shall at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped at least with the testing equipment as specified in TENDER
66	Stores supplied by the Purchaser	66.1 If the SPECIFICATION of the WORK provides for the use of any material of special description to be supplied from the PURCHASER's stores or it is required that the CONTRACTOR shall use certain stores to be provided by the ENGINEER-IN-CHARGE, such materials and stores, and price to be charged there for as hereinafter mentioned being so far as practicable for the convenience of the CONTRACTOR, but not so as in any way to control the meaning or effect of the CONTRACT, the CONTRACTOR shall be bound to purchase and shall be supplied such materials and stores as are from time to time required to be used by him for the purpose of the CONTRACT only. The sums due from the CONTRACTOR for the value of materials supplied by the PURCHASER will be recovered from the running account bill on the basis of the actual consumption of materials in the works covered and for which the running account bill has been prepared. After the completion of the WORK, however, the CONTRACTOR has to account for the full quantity of materials supplied to him as per relevant clauses in this document. 66.2 The value of the stores/materials as may be supplied to the CONTRACTOR by the PURCHASER will be debited to the CONTRACTOR's account at the rates shown in the schedule of materials and if they are not entered in the schedule, they will be debited at cost price, which for the purpose of the CONTRACT shall include the cost of carriage and all other expenses whatsoever such as normal storage supervision charges which shall have been incurred in obtaining the same at the PURCHASER's stores. All materials so supplied to the CONTRACTOR shall remain the absolute property of the PURCHASER and shall not be removed on any account from the SITE of the WORK, and shall be at all times open for inspection to the ENGINEER-IN-CHARGE. Any such materials remaining unused at the time of the completion or termination of the CONTRACT shall be returned to the PURCHASER's stores or at a place as directed by the ENGINEER-IN-CHARGE in perfectly good condition at CONTRACTOR's cost.
67	Conditions for issue of materials	Not Applicable

68	Materials procured with assistance of PURCHASER/ return of surplus:	68.1 Notwithstanding anything contained to the contrary in any or all the clauses of this CONTRACT where any materials for the execution of the CONTRACT are procured with the assistance of the PURCHASER either by issue from PURCHASER's stock or purchases made under order or permits or licences issued by Government, the CONTRACTOR shall hold the said materials as trustee for the PURCHASER and use such materials economically and solely for the purpose of the CONTRACT and not dispose them off without the permission of the PURCHASER and return, if required by the ENGINEER-IN-CHARGE, shall determine having due regard to the condition of the materials. The price allowed to the CONTRACTOR, however, shall not exceed the amount charged to him excluding the storage charges, if any. The decision of the ENGINEER-IN-CHARGE shall be final and conclusive in such matters. In the event of breach of the aforesaid condition, the CONTRACTOR shall, in terms of the licences or permits and/or criminal breach of trust, be liable to compensate the PURCHASER at double rate or any higher rate, in the event of those materials at that time having higher rate or not being available in the market, then any other rate to be determined by the ENGINEER-IN-CHARGE and his decision shall be final and conclusive
69	Materials obtained from dismantling:	69.1 If the CONTRACTOR in the course of execution of the WORK is called upon to dismantle any part for reasons other than those stipulated in Clauses 74 and 77 hereunder, the materials obtained in the WORK of dismantling etc., will be considered as the PURCHASER's property and will be disposed off to the best advantage of the PURCHASER.
70	Articles of value found:	70.1 All gold, silver and other minerals of any description and all precious stones, coins, treasure relics, antiquities and other similar things which shall be found in, under or upon the SITE, shall be the property of the PURCHASER and the CONTRACTOR shall duly preserve the same to the satisfaction of the ENGINEER-IN-CHARGE and shall from time to time deliver the same to such person or persons indicated by the PURCHASER.
71	Discrepancies between instructions:	71.1 Should any discrepancy occur between the various instructions furnished to the CONTRACTOR, his agent or staff or any doubt arises as to the meaning of any such instructions or should there be any misunderstanding between the CONTRACTOR's staff and the ENGINEER-IN-CHARGE's staff, the CONTRACTOR shall refer the matter immediately in writing to the ENGINEER-IN-CHARGE whose decision thereon shall be final and conclusive and no claim for losses alleged to have been caused by such discrepancies between instructions, doubts, or misunderstanding shall in any event be admissible.
72	Action where no specification is issued:	72.1 In case of any class of WORK for which there is no SPECIFICATION supplied by the PURCHASER as mentioned in the Tender Documents such WORK shall be carried out in accordance with Indian Standard Specifications and if the Indian Standard Specifications do not cover the same, the WORK should be carried out as per MANUFACTURER SPECIFICATION, IF NOT AVAILABLE AS PER DISTRICT SPECIFICATION. IN CASE NO SUCH SPECIFICATION AS REQUIRED ABOVE , THE WORK SHALL BE CARRIED OUT IN ALL RESPECT IN ACCORDANCE WITH THE INSTRUCTIONS on standard Engineering Practice and as per the Instruction subject to the approval of the ENGINEER-IN-CHARGE.

73	Inspection of works:	73.1 The ENGINEER-IN-CHARGE will have full power and authority to inspect the WORK at any time wherever in progress either on the SITE or at the CONTRACTOR's premises/workshops wherever situated, premises/ workshops of any person, firm or corporation where WORK in connection with the CONTRACT may be in hand or where materials are being or are to be supplied, and the CONTRACTOR shall afford or procure for the ENGINEER-IN- CHARGE every facility and assistance to carry out such inspection. The CONTRACTOR shall, at all time during the usual working hours and at all other time at which reasonable notice of the intention of the ENGINEER-IN- CHARGE or his representative to visit the WORK shall have been given to the CONTRACTOR, either himself be present or receive orders and instructions, or have a responsible agent duly accredited in writing, present for the purpose. Orders given to the CONTRACTOR's agent shall be considered to have the same force as if they had been given to the CONTRACTOR himself. The CONTRACTOR shall give not less than seven days' notice in writing to the ENGINEER-IN-CHARGE before covering up or otherwise placing beyond reach of inspection and measurement of any work in order that the same may be inspected and measured. In the event of breach of above the same shall be uncovered at CONTRACTOR's expense for carrying out such measurement or inspection. 73.2 No material shall be dispatched from the CONTRACTOR's stores before obtaining the approval in writing of the Engineer-in-Charge. The CONTRACTOR is to provide at all time during the progress of the WORK and the maintenance period, proper means of access with ladders, gangways etc. and the necessary attendance to move and adopt as directed for inspection or measurements of the WORK by the ENGINEER- IN-CHARGE. 73.3 The CONTRACTOR shall make available to the ENGINEER-IN- CHARGE free of cost all necessary instruments and assistance in checking or setting out of WORK and in the checking of any WORK made by the CONTRACTOR for the purpose of setting out and taking measurements of WORK.
74	Tests for quality of work:	74.1 All workmanship shall be of the respective kinds described in the CONTRACT DOCUMENTS and in accordance with the instructions of the ENGINEER-IN-CHARGE and shall be subjected from time to time to such test at CONTRACTOR's cost as the ENGINEER-IN-CHARGE may direct at the place of manufacture or fabrication or on the site or at all or any such places. The CONTRACTOR shall provide assistance, instruments, labour and materials as are normally required for examining, measuring and testing any workmanship as may be selected and required by the ENGINEER-IN-CHARGE. 74.2 All the tests that will be necessary in connection with the execution of the WORK as decided by the ENGINEER- IN-CHARGE shall be carried out at the field testing laboratory of the PURCHASER by paying the charges as decided by the PURCHASER from time to time. In case of non- availability of testing facility with the PURCHASER, the required test shall be carried out at the cost of

		CONTRACTOR at Government or any other testing laboratory as directed by ENGINEER-IN-CHARGE. 74.3 If any tests are required to be carried out in conjunction with the WORK or materials or workmanship not supplied by the CONTRACTOR, such tests shall be carried out by the CONTRACTOR as per instructions of ENGINEER-IN-CHARGE and cost of such tests shall be reimbursed by the PURCHASER.
75	Samples for approval:	75.1 The CONTRACTOR shall furnish to the ENGINEER-IN-CHARGE for approval, when requested or if required by the specifications, adequate samples of all materials and finished to be used in the WORK. Such samples shall be submitted before the WORK is commenced and in ample time to permit tests and examinations thereof. All materials furnished and finishes applied in actual WORK shall be fully equal to the approved samples.
76	Action and compensation in case of bad work:	76.1 If it shall appear to the ENGINEER-IN-CHARGE that any work has been executed with unsound, imperfect or unskilled workmanship, or with materials of any inferior description, or that any materials or articles provided by the CONTRACTOR for the execution of the WORK are unsound, or of a quality inferior to that contracted for, or otherwise not in accordance with the CONTRACT, the CONTRACTOR shall on demand in writing from the ENGINEER-IN-CHARGE or his authorized representative specifying the WORK, materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the WORK so specified and provide other proper and suitable materials or articles at his own cost and in the event of failure to do so within the period specified by the ENGINEER-IN-CHARGE in his demand aforesaid, the CONTRACTOR shall be liable to pay compensation at the rate of 1 % (One percent) of the estimated cost of the whole WORK, for every week limited to a maximum of 10% (ten percent) of the value of the whole WORK, while his failure to do so shall continue and in the case of any such failure the ENGINEER-IN-CHARGE may on expiry of notice period rectify or remove and re-execute the WORK or remove and replaced with others, the materials or articles complained of to as the case may be at the risk and expense in all respects of the CONTRACTOR. The decision of the Engineering-in-charge as to any question arising under this clause shall be final and conclusive.
77	Suspension of works:	77.1 i) Subject to the provisions of sub-para (ii) of this clause, the CONTRACTOR shall, if ordered in writing by the ENGINEER-IN-CHARGE, or his representative, temporarily suspend the WORKS or any part thereof for such written order, proceed with the WORK therein ordered to be suspended until, he shall have received a written order to proceed therewith. The CONTRACTOR shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the WORKS aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the WORKS as aforesaid will be granted to the CONTRACTOR should he apply for the same provided that the suspension was not consequent to any default or failure on the part of the CONTRACTOR.

		ii) In case of suspensions of entire WORK, ordered in writing by ENGINEER-IN-CHARGE, for a period of more than two months, the CONTRACTOR shall have the option to terminate the CONTRACT.
78	PURCHASER may do part of work:	78.1 Upon failure of the CONTRACTOR to comply with any instructions given in accordance with the provisions of this CONTRACT the PURCHASER has the alternative right, instead of assuming charge of entire WORK, to place additional labour force, tools, equipments and materials on such parts of the WORK, as the PURCHASER may designate or also engage another CONTRACTOR to carry out the WORK. In such cases, the PURCHASER shall deduct from the amount which otherwise might become due to the CONTRACTOR, the cost of such work and material with ten percent (10%) added to cover all departmental charges and should the total amount thereof exceed the amount due to the CONTRACTOR, the CONTRACTOR shall pay the difference to the PURCHASER.
79	Possession prior to completion:	79.1 The ENGINEER-IN-CHARGE shall have the right to take possession of or use any completed or partially completed WORK or part of the WORK. Such possession or use shall not be deemed to be an acceptance of any work completed in accordance with the CONTRACT agreement. If such prior possession or use by the ENGINEER-IN-CHARGE delays the progress of WORK, equitable adjustment in the time of completion will be made and the CONTRACT agreement shall be deemed to be modified accordingly.
80	Defects Liability Period (Twelve months period of liability from the date of completion of work declared by the Engineer-In-Charge):	80.1 The CONTRACTOR shall guarantee the installation/WORK for a period of 12 months from the date of completion of WORK as certified/declared by the ENGINEER-IN-CHARGE which will be indicated in the Completion Certificate. Any damage or defect that may arise or lie undiscovered from the date of completion of work declared by the Engineer-In-Charge, connected in any way with the equipment or materials supplied by him or in the workmanship, shall be rectified or replaced by the CONTRACTOR at his own expense as deemed necessary by the ENGINEER-IN-CHARGE or in default, the ENGINEER- IN-CHARGE may carry out such works by other work and deduct actual cost incurred towards labour, supervision and materials consumables or otherwise plus 100% towards overheads (of which the certificate of ENGINEER-IN-CHARGE shall be final) from any sums that may then be or at any time thereafter, become due to the CONTRACTOR or from his Contract Performance Security, or the proceeds of sale thereof or a sufficient part on thereof. 80.2 If the CONTRACTOR feels that any variation in WORK or in quality of materials or proportions would be beneficial or necessary to fulfil the guarantees called for, he shall bring this to the notice of the ENGINEER- IN-CHARGE in writing. If during the period of liability any portion of the WORK/equipment, is found defective and is rectified/ replaced, the period of liability for such equipment/ portion of WORK shall be operative from the date such rectification/ replacement are carried out and Contract Performance Guarantee shall be furnished separately for the extended period of liability for that portion of WORK/ equipment only. Notwithstanding the above provisions the supplier's, guarantees/warantees for the replaced equipment shall also be passed on to the PURCHASER. 80.3 LIMITATION OF LIABILITY

		Notwithstanding anything contrary contained herein, the aggregate total liability of CONTRACTOR under the Agreement or otherwise shall be limited to 100% of Agreement / Contract Value. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.
81	Care of works:	81.0 From the date of completion of work declared by the Engineer-In-Charge, the CONTRACTOR shall take full responsibility for the care for all works including all temporary works and in case any damages, loss or injury shall happen to the WORK or to any part thereof or to any temporary works from any cause whatsoever, shall at his own cost repair and make good the same so that at completion the WORK shall be in good order and in conformity in every respects with the requirement of the CONTRACT and the ENGINEER-IN- CHARGE's instructions. 81.1 DEFECTS PRIOR TO TAKING OVER: If at any time, before the WORK is taken over, the ENGINEER-IN-CHARGE shall: - Decide that any works done or materials used by the CONTRACTOR or by any SUB-CONTRACTOR is defective or not in accordance with the CONTRACT, or that the works or any portion thereof are defective, or do not fulfill the requirements of CONTRACT (all such matters being hereinafter, called 'Defects' in this clause), and - As soon as reasonably practicable, gives to the CONTRACTOR notice in writing of the said decision, specifying particulars of the defects alleged to exist or to have occurred, then the CONTRACTOR shall at his own expenses and with all speed make good the defects so specified. In case CONTRACTOR shall fail to do so, the PURCHASER may take, at the cost of the CONTRACTOR, such steps as may in all circumstances, be reasonable to make good such defects. The expenditure so incurred by the PURCHASER will be recovered from the amount due to the CONTRACTOR. The decision of the ENGINEER-IN-CHARGE with regard to the amount to be recovered from the CONTRACTOR will be final and binding on the CONTRACTOR. As soon as the WORK has been completed in accordance with the CONTRACT (except in minor respects that do not affect their use for the purpose for which they are intended and except for maintenance there of provided in clause 80.1 of General Conditions of Contract) and have passed the tests on completion, the ENGINEER-IN-CHARGE shall issue a certificate (hereinafter called Completion Certificate) in which he shall certify the date on which the WORK have been so completed and have passed the said tests and the PURCHASER shall be deemed to have taken over the WORK on the date so certified. If the WORK has been divided into various groups in the CONTRACT, the PURCHASER shall be entitled to take over any group or groups before the other or others and there upon the ENGINEER-IN-CHARGE shall issue a Completion Certificate which will, however, be for such group or groups so taken

		over only. In such an event if the group /section/ part so taken over is related, to the integrated system of the work, notwithstanding date of grant of Completion Certificate for group/ section/ part. The period of liability in respect of such group/ section/ part shall extend 12 (twelve) months from the date of completion of work declared by the Engineer-In-Charge. 81.2 DEFECTS AFTER TAKING OVER: In order that the CONTRACTOR could obtain a COMPLETION CERTIFICATE he shall make good, with all possible speed, any defect arising from the defective materials supplied by the CONTRACTOR or workmanship or any act or omission of the CONTRACT or that may have been noticed or developed, after the works or groups of the works has been taken over, the period allowed for carrying out such WORK will be normally one month. If any defect be not remedied within a reasonable time, the PURCHASER may proceed to do the WORK at CONTRACTOR's risk and expense and deduct from the final bill such amount as may be decided by the PURCHASER. If by reason of any default on the part of the CONTRACTOR a COMPLETION CERTIFICATE has not been issued in respect of any portion of the WORK within one month after the date fixed by the CONTRACT for the completion of the WORK, the PURCHASER shall be at liberty to use the WORK or any portion thereof in respect of which a completion certificate has not been issued, provided that the WORK or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completing these works for the issue of Completion Certificate.
82	Guarantee/ transfer of guarantee:	82.1 For works like water-proofing, acid and alkali resisting materials, pre-construction soil treatment against termite or any other specialized works etc. the CONTRACTOR shall invariably engage SUB-CONTRACTORS who are specialists in the field and firms of repute and such a SUB-CONTRACTOR shall furnish guarantees for their workmanship to the PURCHASER, through the CONTRACTOR. In case such a SUB-CONTRACTOR/ firm is not prepared to furnish a guarantee to the PURCHASER, the CONTRACTOR shall give that guarantee to the PURCHASER directly.
83	Training of PURCHASER's personnel:	83.1 The CONTRACTOR undertakes to provide training to Engineering personnel selected and sent by the PURCHASER at the works of the CONTRACTOR without any cost to the PURCHASER. The period and the nature of training for the individual personnel shall be agreed upon mutually between the CONTRACTOR and the PURCHASER. These engineering personnel shall be given special training at the shops, where the equipment will be manufactured and/ or in their collaborator's works and where possible, in any other plant where equipment manufactured by the CONTRACTOR or his collaborators is under installation or test to enable those personnel to become familiar with the equipment being furnished by the CONTRACTOR. PURCHASER shall bear only the to and fro fare of the said engineering personnel.
84	Replacement of defective parts and materials:	84.1 If during the progress of the WORK, PURCHASER shall decide and inform in writing to the CONTRACTOR, that the CONTRACTOR has manufactured any plant or part of the plant unsound or imperfect or has furnished plant inferior to the quality

		specified, the CONTRACTOR on receiving details of such defects or deficiencies shall at his own expenses within 7 (seven) days of his receiving the notice, or otherwise within such time as may be reasonably necessary for making it good, proceed to alter, re-construct or remove such work and furnish fresh equipments upto the standards of the specifications. In case the CONTRACTOR fails to do so, PURCHASER may on giving the CONTRACTOR 7 (seven) day's notice in writing of his intentions to do so, proceed to remove the portion of the WORK so complained of and at the cost of CONTRACTOR's, perform all such works or furnish all such equipments provided that nothing in the clause shall be deemed to deprive the PURCHASER of or affect any rights under the CONTRACT, the PURCHASER may otherwise have in respect of such defects and deficiencies. 84.2 The CONTRACTOR's full and extreme liability under this clause shall be satisfied by the payments to the PURCHASER of the extra cost, of such replacements procured including erection/installation as provided for in the CONTRACT; such extra cost being the ascertained difference between the price paid by the PURCHASER for such replacements and the CONTRACT price portion for such defective plants and repayments of any sum paid by the PURCHASER to the CONTRACTOR in respect of such defective plant. Should the PURCHASER not so replace the defective plant the CONTRACTOR's extreme liability under this clause shall be limited to the repayment of all such sums paid by the PURCHASER under the CONTRACT for such defective plant.
85	Indemnity	85.1 If any action is brought before a Court, Tribunal or any other Authority against the PURCHASER or an officer or agent of the PURCHASER, for the failure, omission or neglect on the part of the CONTRACTOR to perform any acts, matters, covenants or things under the CONTRACT, or damage or injury caused by the alleged omission or negligence on the part of the CONTRACTOR, his agents, representatives or his SUB- CONTRACTOR's, or in connection with any claim based on lawful demands of SUB-CONTRACTOR's workmen suppliers or employees, the CONTRACTOR, shall in such cases indemnify and keep the PURCHASER and/or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.
86	Construction aids, equipments, tools & tackles:	86.1 CONTRACTOR shall be solely responsible for making available for executing the WORK, all requisite CONSTRUCTION EQUIPMENTS, Special Aids, Barges, Cranes and the like, all Tools, Tackles and Testing Equipment and Appliances, including imports of such equipment etc. as required. In case of import of the same the rates applicable for levying of Custom Duty on such Equipment, Tools, & Tackles and the duty drawback applicable thereon shall be ascertained by the CONTRACTOR from the concerned authorities of Government of India. It shall be clearly understood that PURCHASER shall not in any way be responsible for arranging to obtain Custom Clearance and/or payment of any duties and/or duty draw backs etc. for such equipments so imported by the CONTRACTOR and the CONTRACTOR shall be fully responsible for all taxes, duties and documentation with regard to the same. Tenderer in his own interest may contact, for any clarifications in the matter, concerned

		agencies/Dept./Ministries of Govt. of India. All clarifications so obtained and interpretations thereof shall be solely the responsibility of the CONTRACTOR.
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SECTION-VI CERTIFICATES AND PAYMENTS

87	Schedule of rates and payments:	i) CONTRACTOR'S REMUNERATION: The price to be paid by the PURCHASER to CONTRACTOR for the whole of the WORK to be done and for the performance of all the obligations undertaken by the CONTRACTOR under the CONTRACT DOCUMENTS shall be ascertained by the application of the respective Schedule of Rates (the inclusive nature of which is more particularly defined by way of application but not of limitation, with the succeeding sub-clause of this clause) and payment to be made accordingly for the WORK actually executed and approved by the ENGINEER-IN-CHARGE. The sum so ascertained shall (excepting only as and to the extent expressly provided herein) constitute the sole and inclusive remuneration of the CONTRACTOR under the CONTRACT and no further or other payment whatsoever shall be or become due or payable to the CONTRACTOR under the CONTRACT. ii) SCHEDULE OF RATES TO BE INCLUSIVE: The prices/rates quoted by the CONTRACTOR shall remain firm till the issue of FINAL CERTIFICATE and shall not be subject to escalation unless specifically mentioned in SCC. Schedule of Rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in executing, completing and handing over the WORK to the PURCHASER by the CONTRACTOR. The CONTRACTOR shall be deemed to have known the nature, scope, magnitude and the extent of the WORK and materials required though the CONTRACT DOCUMENT may not fully and precisely furnish them. Tenderer's shall make such provision in the Schedule of Rates as he may consider necessary to cover the cost of such items of WORK and materials as may be reasonable and necessary to complete the WORK. The opinion of the ENGINEER-IN-CHARGE as to the items of WORK which are necessary and reasonable for COMPLETION OF WORK shall be final and binding on the CONTRACTOR, although the same may not be shown on or described specifically in CONTRACT DOCUMENTS. Generality of this present provision shall not be deemed to cut down or limit in any way because in certain cases it may and in other cases it may not be expressly stated that the CONTRACTOR shall do or perform a work or supply articles or perform services at his own cost or without addition of payment or without extra charge or words to the same effect or that it may be stated or not stated that the same are included in and covered by the Schedule of Rates. iii) SCHEDULE OF RATES TO COVER CONSTRUCTION EQUIPMENTS, MATERIALS, LABOUR ETC.: Without in any way limiting the provisions of the preceding sub-clause the Schedule of Rates shall be deemed to include and cover the cost of all construction equipment, temporary WORK (except as provided for herein), pumps, materials, labour, insurance, fuel, consumables, stores and appliances to be supplied by the CONTRACTOR and all other matters in connection with each item in the Schedule of Rates and the execution of the WORK or any portion thereof finished, complete in every respect and maintained as shown or described in the CONTRACT DOCUMENTS or as may be ordered in writing during the continuance of the CONTRACT.
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		iv) SCHEDULE OF RATES TO COVER ROYALTIES, RENTS AND CLAIMS: The Schedule of Rates (i.e., VALUE OF CONTRACT) shall be deemed to include and cover the cost of all royalties and fees for the articles and processes, protected by letters, patent or otherwise incorporated in or used in connection with the WORK, also all royalties, rents and other payments in connection with obtaining materials of whatsoever kind for the WORK and shall include an indemnity to the PURCHASER which the CONTRACTOR hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use on the WORK of any such articles, processes or materials, octroi or other municipal or local Board Charges, if levied on materials, equipment or machineries to be brought to site for use on WORK shall be borne by the CONTRACTOR. v) SCHEDULE OF RATES TO COVER TAXES AND DUTIES: No exemption or reduction of Customs Duties, Excise Duties, GST on works Contract quay or any port dues, transport charges, stamp duties or Central or State Government or local Body or Municipal Taxes or duties, taxes or charges (from or of any other body), whatsoever, will be granted or obtained, all of which expenses shall be deemed to be included in and covered by the Schedule or Rates. The CONTRACTOR shall also obtain and pay for all permits or other privileges necessary to complete the WORK. vi) SCHEDULE OF RATES TO COVER RISKS OF DELAY: The Schedule of Rates shall be deemed to include and cover the risk of all possibilities of delay and interference with the CONTRACTOR's conduct of WORK which occur from any causes including orders of the PURCHASER in the exercise of his power and on account of extension of time granted due to various reasons and for all other possible or probable causes of delay. vii) SCHEDULE OF RATES CANNOT BE ALTERED: For WORK under unit rate basis, no alteration will be allowed in the Schedule of Rates by reason of works or any part of them being modified, altered, extended, diminished or committed. The Schedule of Rates are fully inclusive of rates which have been fixed by the CONTRACTOR and agreed to by the PURCHASER and cannot be altered.
88	Procedure for measurement and billing of work in progress:	88.1 BILLING PROCEDURE: Following procedures shall be adopted for billing of works executed by the CONTRACTOR. 88.1.1 All measurements shall be recorded in duplicate on standard measurement sheets supplied by PURCHASER and submitted to PURCHASER/CONSULTANT for scrutiny and passing. 88.1.2 PURCHASER/CONSULTANT shall scrutinize and check the measurements recorded on the sheets and shall certify correctness of the same on the measurement sheets. 88.1.3 ENGINEER-IN-CHARGE shall pass the bills after carrying out the comprehensive checks in accordance with the terms and conditions of the CONTRACTS, within 7 days of submission of the bills, complete in all respects and send the same to the PURCHASER to effect payment to the CONTRACTOR. 88.1.4 INDIA GOVERNMENT MINT NOIDA shall make all endeavour to make payments of undisputed amount of the bills submitted based on the joint

		measurements within 30 (thirty) days from the date of certification by the Engineer-in-Charge. 88.1.5 Measurements shall be recorded as per the methods of measurement spelt out in PURCHASER/CONSULTANT SPECIFICATIONS / CONTRACT DOCUMENT. PURCHASER/CONSULTANT shall be fully responsible for checking the measurements quantitatively and qualitatively as recorded in the Measurement Books/ Bills. 88.1.6 While preparing the final bills overall measurements will not be taken again. Only volume of work executed since the last measured bill alongwith summary of final measurements will be considered for the final bill. However, a detailed check shall be made as to missing measurements and in case there are any missing items or measurements the same shall be recorded. 88.2 SECURED ADVANCE ON MATERIAL: Unless otherwise provided elsewhere in the tender, no 'Secured Advance' on security of materials brought to site for execution of contracted items(s) shall be paid to the Contractor whatsoever. 88.3 DISPUTE IN MODE OF MEASUREMENT: In case of any dispute as to the mode of measurement not covered by the CONTRACT to be adopted for any item of WORK, mode of measurement as per latest Indian Standard Specifications shall be followed. 88.4 ROUNDING-OFF OF AMOUNTS: In calculating the amount of each item due to the CONTRACTOR in every certificate prepared for payment, sum of less than 50 paise shall be omitted and the total amount on each certificate shall be rounded off to the nearest rupees, i.e., sum of less than 50 paise shall be omitted and sums of 50 paise and more upto one rupee shall be reckoned as one rupee.
89	Lumpsum in tender:	89.1 The payment against any Lumpsum item shall be made only on completion of that item as per the provision of the CONTRACT after certification by ENGINEER-IN-CHARGE.
90	Running account payments to be regarded as advances:	90.1 No running payment shall be made for works, whose completion period is less than one month or bill is less than 1/4th of Total Contract Value/No of Stipulated period in Months in INR. Other than this, the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Department in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule, in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer-in- Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer- in-Charge. An amount of ad-hoc payment not less than 50% of the net amount of the bill under check, shall be made within 10 working days of submission of the bill

		by the Contractor to the Engineer-in-Charge or his Authorized Engineer together with the account of the material issued by the department, or dismantled materials, if any. The remaining payment is also to be made after final checking of the bill within 30 working days of submission of bill by the contractor. All such interim payments shall be regarded as payment against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-Charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract. Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided without prejudice to the right of the department to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.
91	Notice of claims for additional payments:	91.1 Should the CONTRACTOR consider that he is entitled to any extra payment for any extra/additional WORKS or MATERIAL change in original SPECIFICATIONS carried out by him in respect of WORK he shall forthwith give notice in writing to the ENGINEER-IN-CHARGE that he claims extra payment. Such notice shall be given to the ENGINEER-IN-CHARGE upon which CONTRACTOR bases such claims and such notice shall contain full particulars of the nature of such claim with full details of amount claimed. Irrespective of any provision in the CONTRACT to the contrary, the CONTRACTOR must intimate his intention to lodge claim on the PURCHASER within 10 (ten) days of the commencement of happening of the event and quantify the claim within 30 (thirty) days, failing which the CONTRACTOR will lose his right to claim any compensation/reimbursement/damages etc. or refer the matter to arbitration. Failure on the part of CONTRACTOR to put forward any claim without the necessary particulars as above within the time above specified shall be an absolute waiver thereof. No omission by PURCHASER to reject any such claim and no delay in dealing there with shall be waiver by PURCHASER of any of these rights in respect thereof. 91.2 ENGINEER-IN-CHARGE shall review such claims within a reasonably period of time and cause to discharge these in a manner considered appropriate after due deliberations thereon. However, CONTRACTOR shall be obliged to carry on with the WORK during the period in which his claims are under consideration by the PURCHASER, irrespective of the outcome of such claims, where additional payments for WORKS considered extra are justifiable in accordance with the CONTRACT provisions, PURCHASER shall arrange to release the same in the same manner as for normal WORK payments. Such of the extra works so admitted by PURCHASER shall be governed by all the terms, conditions, stipulations and specifications as are applicable for the CONTRACT. The rates for extra works shall generally be the unit rates provided for in the CONTRACT. In the event unit rates for extra works so executed are not available as per CONTRACT, payments may either be released on day work basis for which

		daily/hourly rates for workmen and hourly rates for equipment rental shall apply, or on the unit rate for WORK executed shall be derived by interpolation/extrapolation of unit rates already existing in the CONTRACT. In all the matters pertaining to applicability of rate and admittance of otherwise of an extra work claim of CONTRACTOR the decision of ENGINEER-IN-CHARGE shall be final and binding.
92	Payment of contractor's bill:	92.1 No payment shall be made for running bills towards works where the bill is less than 1/4th of Total Contract Value/No of Stipulated period in Months in INR. The Contractor on submitting the bill thereof shall be entitled to receive payment as approved and passed by the ENGINEER-IN-CHARGE, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the CONTRACTOR. This payment will be made after making necessary corrections/deductions as stipulated elsewhere in the CONTRACT DOCUMENT for materials, Contract Performance Security, taxes etc. 92.2 Payment due to the CONTRACTOR shall be made by the PURCHASER by electronic payment mode. 92.3 The Payment of final bill shall be made to CONTRACTOR within 60 days of the submission of bill on joint measurements, after completion of all the obligations under the CONTRACT
93	Receipt for payment:	Receipt for payment made on account of work when executed by a firm, must be signed by a person holding due power of attorney in this respect on behalf of the CONTRACTOR, except when the CONTRACTOR's are described in their tender as a limited company in which case the receipts must be signed in the name of the company by one of its principal officers or by some other person having authority to give effectual receipt for the company.
94	Completion certificate:	94.1 APPLICATION FOR COMPLETION CERTIFICATE: When the CONTRACTOR fulfils his obligation under Clause 81.1 he shall be eligible to apply for COMPLETION CERTIFICATE. The Purchaser shall normally issue to the CONTRACTOR the COMPLETION CERTIFICATE after clearance of completion of work from ENGINEER-IN-CHARGE within one month after receiving any application therefore from the CONTRACTOR after verifying from the completion documents and satisfying himself that the WORK has been completed in accordance with and as set out in the construction and erection drawings, and the CONTRACT DOCUMENTS. The CONTRACTOR, after obtaining the COMPLETION CERTIFICATE, is eligible to present the final bill for the WORK executed by him under the terms of CONTRACT. 94.2 COMPLETION CERTIFICATE: Within one month of the completion of the WORK in all respects, the CONTRACTOR shall be furnished with a certificate by the Purchaser of such completion, but no certificate shall be given nor shall the WORK be deemed to have been executed until all scaffolding, surplus materials and rubbish is cleared off the SITE completely nor until the WORK shall have been measured by the ENGINEER-IN-CHARGE whose measurement shall be binding and conclusive. The WORKS will not be considered as complete and taken over by the PURCHASER, until all the temporary works, labour and staff colonies are cleared to the satisfaction of the ENGINEER-IN-CHARGE.

		If the CONTRACTOR fails to comply with the requirements of this clause on or before the date fixed for the completion of the WORK, the ENGINEER-IN-CHARGE may at the expense of the CONTRACTOR remove such scaffolding, surplus materials and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid, and the CONTRACTOR shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof. 94.3 COMPLETION CERTIFICATE DOCUMENTS: For the purpose of Clause 94.0 the following documents will be deemed to form the completion documents: i) The technical documents according to which the WORK was carried out. ii) Six (6) sets of construction drawings showing therein the modification and correction made during the course of execution and signed by the ENGINEER-IN-CHARGE. iii) COMPLETION CERTIFICATE for 'embedded' and 'covered' up work. iv) Certificates of final levels as set out for various works. v) Certificates of tests performed for various WORKS. vi) Material appropriation, Statement for the materials issued by the PURCHASER for the WORK and list of surplus materials returned to the PURCHASER's store duly supported by necessary documents.
95	Final decision and final certificate:	Upon expiry of the period of liability and subject to the ENGINEER-IN-CHARGE being satisfied that the WORKS have been duly maintained by the CONTRACTOR during monsoon or such period as hereinbefore provided in Clause 80 & 81 and that the CONTRACTOR has in all respect duly made-up any subsidence and performed all his obligations under the CONTRACT, the Purchaser shall (without prejudice to the rights of the PURCHASER to retain the provisions of relevant Clause hereof) otherwise give a certificate herein referred to as the FINAL CERTIFICATE to that effect and the CONTRACTOR shall not be considered to have fulfilled the whole of his obligations under CONTRACT until FINAL CERTIFICATE shall have been given by the ENGINEER-IN-CHARGE notwithstanding any previous entry upon the WORK and taking possession, working or using of the same or any part thereof by the PURCHASER.
96	Certificate and payments on evidence of completion:	Except the FINAL CERTIFICATE, no other certificates or payments against a certificate or on general account shall be taken to be an admission by the PURCHASER of the due performance of the CONTRACT or any part thereof or of occupancy or validity of any claim by the CONTRACTOR.
97	Deductions from the contract price:	All costs, damages or expenses which PURCHASER may have paid or incurred, which under the provisions of the CONTRACT, the CONTRACTOR is liable/will be liable, will be claimed by the PURCHASER. All such claims shall be billed by the PURCHASER to the CONTRACTOR regularly as and when they fall due. Such claims shall be paid by the CONTRACTOR within 15 (fifteen) days of the receipt of the corresponding bills and if not paid by the CONTRACTOR within the said period, the PURCHASER may, then, deduct the amount from any moneys due i.e., Contract Performance Security or becoming due to the CONTRACTOR under the CONTRACT or may be recovered by actions of law or otherwise, if the CONTRACTOR fails to satisfy the PURCHASER of such claims.

SECTION-VII TAXES AND INSURANCE

98	Taxes, Duties, Octroi etc:	The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the payment of any and all Taxes, Duties, including Excise duty, GST, etc. now or hereafter imposed, increased, modified, from time to time in respect of WORKS and materials and all contributions and taxes for unemployment compensation, insurance and statutory obligations now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the CONTRACTOR and the CONTRACTOR shall be responsible for the compliance of all SUB-CONTRACTORS, with all applicable Central, State, Municipal and local law and regulation and requirement of any Central, State or local Government agency or authority. CONTRACTOR further agrees to defend, indemnify and hold PURCHASER harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason or any violation by CONTRACTOR or SUB-CONTRACTOR of such laws, suits or proceedings that may be brought against the PURCHASER arising under, growing out of, or by reason of the work provided for by this CONTRACT, by third parties, or by Central or State Government authority or any administrative sub-division thereof. Tax deductions will be made as per the rules and regulations in force in accordance with acts prevailing from time to time.
99	Sales tax/Turnover tax:	Not Applicable
100	Statutory variations	Any statutory variations in duties and taxes during the contractual completion period, shall be to the PURCHASER's account for which the Contractor will furnish documentary evidence(s) in support of their claims to INDIA GOVERNMENT MINT NOIDA. However, any increase in the rate of these taxes and duties beyond the contractual completion period shall be to Contractor's account and any decrease shall be passed on to INDIA GOVERNMENT MINT NOIDA. The contractor shall, within a period of 30 days of the imposition of any further tax or levy or cess, or variation or repeal of such tax or levy or cess give a written notice thereof to the Engineer-in-charge together with all necessary information relating thereto.
101	Insurance:	101.1 GENERAL CONTRACTOR shall at his own expense arrange secure and maintain insurance with reputable insurance companies to the satisfaction of the PURCHASER as follows: CONTRACTOR at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the WORKS in progress from time to time and the interest of PURCHASER against all risks as detailed herein. The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the PURCHASER. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of CONTRACT shall be that of CONTRACTOR alone. CONTRACTOR's failure in this regard shall not relieve him of any of his responsibilities and obligations under CONTRACT.

	Any loss or damage to the equipment, during ocean transportation, port/custom clearance, inland and port handling, inland transportation, storage, erection and commissioning till such time the WORK is taken over by PURCHASER, shall be to the account of CONTRACTOR. CONTRACTOR shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/or replacement of the parts of the Work damaged or lost. CONTRACTOR shall provide the PURCHASER with a copy of all insurance policies and documents taken out by him in pursuance of the CONTRACT. Such copies of document shall be submitted to the PURCHASER immediately upon the CONTRACTOR having taken such insurance coverage. CONTRACTOR shall also inform the PURCHASER at least 60(Sixty) days in advance regarding the expiry cancellation and/or changes in any of such documents and ensure revalidation/renewal etc., as may be necessary well in time. Statutory clearances, if any, in respect of foreign supply required for the purpose of replacement of equipment lost in transit and/or during erection, shall be made available by the PURCHASER. CONTRACTOR shall, however, be responsible for obtaining requisite licenses, port clearances and other formalities relating to such import. The risks that are to be covered under the insurance shall include, but not be limited to the loss or damage in handling, transit, theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire, war risk (during ocean transportation only) etc. The scope of such insurance shall cover the entire value of supplies of equipments, plants and materials to be imported from time to time. All costs on account of insurance liabilities covered under CONTRACT will be to CONTRACTOR's account and will be included in VALUE OF CONTRACT. However, the PURCHASER may from time to time, during the currency of the CONTRACT, ask the CONTRACTOR in writing to limit the insurance coverage risk and in such a case, the parties to the CONTRACT will agree for a mutual settlement, for reduction in VALUE OF CONTRACT to the extent of reduced premium amounts. CONTRACTOR as far as possible shall cover insurance with Indian Insurance Companies, including marine Insurance during ocean transportation. i) EMPLOYEES STATE INSURANCE ACT: The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employee State Insurance Act 1948 and the CONTRACTOR further agrees to defend, indemnify and hold PURCHASER harmless for any liability or penalty which may be imposed by the Central, State or Local authority by reason of any asserted violation by CONTRACTOR or SUB-CONTRACTOR of the Employees' State Insurance Act, 1948, and also from all claims, suits or proceeding that may be brought against the PURCHASER arising under, growing out of or by reasons of the work provided for by this CONTRACTOR, by third parties or by Central or State Government authority or any political sub- division thereof. The CONTRACTOR agrees to fill in with the Employee's State Insurance Corporation, the Declaration Forms, and all forms which may be required in respect of the CONTRACTOR's or SUB- CONTRACTOR's employees, who are employed in the WORK provided for or those covered by ESI from time to time under the Agreement. The CONTRACTOR shall deduct and
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secure the agreement of the SUB- CONTRACTOR to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the Employees Contribution Card at wages payment intervals. The CONTRACTOR shall remit and secure the agreement of SUB-CONTRACTOR to remit to the State Bank of India, Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act. The CONTRACTOR agrees to maintain all cards and Records as required under the Act in respect of employees and payments and the CONTRACTOR shall secure the agreement of the SUB- CONTRACTOR to maintain such records. Any expenses incurred for the contributions, making contributions or maintaining records shall be to the CONTRACTOR's or SUB-CONTRACTOR's account.

The PURCHASER shall retain such sum as may be necessary from the total VALUE OF CONTRACT until the CONTRACTOR shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid. This will be pending on the CONTRACTOR when the ESI Act is extended to the place of work.

ii) WORKMEN COMPENSATION AND PURCHASER'S LIABILITY INSURANCE:

Insurance shall be effected for all the CONTRACTOR's employees engaged in the performance of this CONTRACT. If any of the work is sublet, the CONTRACTOR shall require the SUB-CONTRACTOR to provide workman's Compensation and PURCHASER's liability insurance for the later's employees if such employees are not covered under the CONTRACTOR's Insurance.

iii) ACCIDENT OR INJURY TO WORKMEN:

The PURCHASER shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the Employment of the CONTRACTOR or any SUB-CONTRACTOR save and except an accident or injury resulting from any act or default of the PURCHASER, his agents or servants and the CONTRACTOR shall indemnify and keep indemnified the PURCHASER against all such damages and compensation (save and except and aforesaid) and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto.

iv) TRANSIT INSURANCE

In respect of all items to be transported by the CONTRACTOR to the SITE of WORK, the cost of transit insurance should be borne by the CONTRACTOR and the quoted price shall be inclusive of this cost.

v) COMPREHENSIVE AUTOMOBILE INSURANCE

This insurance shall be in such a form as to protect the Contractor against all claims for injuries, disability, disease and death to members of public including PURCHASER's men and damage to the property of others arising from the use of motor vehicles during on or off the 'site' operations, irrespective of the PURCHASER ship of such vehicles.

vi) COMPREHENSIVE GENERAL LIABILITY INSURANCE

		a) This insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of member of public or damage to property of others due to any act or omission on the part of the Contractor, his agents, his employees, his representatives and Sub-Contractor's or from riots, strikes and civil commotion. b) Contractor shall take suitable Group Personal Accident Insurance Cover for taking care of injury, damage or any other risks in respect of his Engineers and other Supervisory staff who are not covered under Employees State Insurance Act. c) The policy shall cover third party liability. The third party (liability shall cover the loss/ disablement of human life (person not belonging to the Contractor) and also cover the risk of damage to others materials/ equipment/ properties during construction, erection and commissioning at site. d) The Contractor shall also arrange suitable insurance to cover damage, loss, accidents, risks etc., in respect of all his plant, equipments and machinery, erection tools & tackles and all other temporary attachments brought by him at site to execute the work. f) Any such insurance requirements as are hereby established as the minimum policies and coverages which Contractor must secure and keep in force must be complied with, Contractor shall at all times be free to obtain additional or increased coverages at Contractor's sole expenses. vii) ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY PURCHASER: CONTRACTOR shall also carry and maintain any and all other insurance(s) which he may be required under any law or regulation from time to time without any extra cost to PURCHASER. He shall also carry and maintain any other insurance which may be required by the PURCHASER.
102	Damage to Property or to any Person or any Third Party	i) CONTRACTOR shall be responsible for making good to the satisfaction of the PURCHASER any loss or any damage to structures and properties belonging to the PURCHASER or being executed or procured or being procured by the PURCHASER or of other agencies within in the premises of all the work of the PURCHASER, if such loss or damage is due to fault and/or the negligence or willful acts or omission of the CONTRACTOR, his employees, agents, representatives or SUB-CONTRACTORS. ii) The CONTRACTOR shall take sufficient care in moving his plants, equipments and materials from one place to another so that they do not cause any damage to any person or to the property of the PURCHASER or any third party including overhead and underground cables and in the event of any damage resulting to the property of the PURCHASER or of a third party during the movement of the aforesaid plant, equipment or materials the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the PURCHASER or ascertained or demanded by the third party shall be borne by the CONTRACTOR. Third party liability risk shall be Rupees One lakh for single accident and limited to Rupees Ten lakhs.

		iii) The CONTRACTOR shall indemnify and keep the PURCHASER harmless of all claims for damages to property other than PURCHASER's property arising under or by reason of this agreement, if such claims result from the fault and/or negligence or willful acts or omission of the CONTRACTOR, his employees, agents, representative of SUB-CONTRACTOR.
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SECTION-VIII LABOUR LAWS

103	Labour laws:	i) No labour below the age of 18 (eighteen) years shall be employed on the WORK. ii) The CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the WORK. iii) The CONTRACTOR shall at his expense comply with all labour laws and keep the PURCHASER indemnified in respect thereof. iv) The CONTRACTOR shall pay equal wages for men and women in accordance with applicable labour laws. v) If the CONTRACTOR is covered under the Contract labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the WORK under the CONTRACT. Such fee/deposit shall be borne by the CONTRACTOR. vi) The CONTRACTOR shall employ labour in sufficient numbers either directly or through SUB- CONTRACTOR's to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the CONTRACT and to the satisfaction of the ENGINEER-IN-CHARGE. vii) The CONTRACTOR shall furnish to the ENGINEER-IN- CHARGE the distribution return of the number and description, by trades of the work people employed on the works. The CONTRACTOR shall also submit on the 4th and 19th of every month to the ENGINEER-IN-CHARGE a true statement showing in respect of the second half of the preceding month and the first half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made thereunder and the amount paid to them. viii) The CONTRACTOR shall comply with the provisions of the payment of Wage Act 1936, Employee Provident Fund Act 1952, Minimum Wages Act 1948, PURCHASERS Liability Act 1938, Workmen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour Regulation and Abolition Act 1970, Employment of Children Act 1938 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time. ix) The ENGINEER-IN-CHARGE shall on a report having been made by an Inspecting Officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non- fulfillment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations. x) The CONTRACTOR shall indemnify the PURCHASER against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnity from his SUB-CONTRACTOR's. In the event of the CONTRACTOR committing a default or
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		breach of any of the provisions of the aforesaid Acts as amended from time to time, of furnishing any information or submitting or filling and Form/ Register/ Slip under the provisions of these Acts which is materially incorrect then on the report of the inspecting Officers, the CONTRACTOR shall without prejudice to any other liability pay to the PURCHASER a sum not exceeding Rs.50.00 as Liquidated Damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the ENGINEER-IN-CHARGE and in the event of the CONTRACTOR's default continuing in this respect, the Liquidated Damages may be enhanced to Rs.50.00 per day for each day of default subject to a maximum of one percent of the estimated cost of the WORK put to tender. The ENGINEER-IN-CHARGE shall deduct such amount from bills or Contract Performance Security of the CONTRACTOR and credit the same to the Welfare Fund constitute under these acts. The decision of the ENGINEER-IN-CHARGE in this respect shall be final and binding.
104	Implementation of Apprentices Act, 1961	The CONTRACTOR shall comply with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the CONTRACT and the ENGINEER-IN-CHARGE may, at his discretion, cancel the CONTRACT. The CONTRACTOR shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions, of the Act.
105	Contractor to indemnify the PURCHASER	i) The CONTRACTOR shall indemnify the PURCHASER and every member, office and employee of the PURCHASER, also the ENGINEER-IN-CHARGE and his staff against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or in connection with the matters referred to in Clause 102.0 and elsewhere and all actions, proceedings, claims, demands, costs and expenses which may be made against the PURCHASER for or in respect of or arising out of any failure by the CONTRACTOR in the performance of his obligations under the CONTRACT DOCUMENT. The PURCHASER shall not be liable for or in respect of or arising out of any failure by the CONTRACTOR in the performance of his obligations under the CONTRACT DOCUMENT. The PURCHASER shall not be liable for or in respect of any demand or compensation payable by law in respect or in consequence of any accident or injury to any workmen or other person. In the employment of the CONTRACTOR or his SUB-CONTRACTOR the CONTRACTOR shall indemnify and keep indemnified the PURCHASER against all such damages and compensations and against all claims, damages, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto. ii) PAYMENT OF CLAIMS AND DAMAGES: Should the PURCHASER have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by the PURCHASER shall be charged to and paid by the CONTRACTOR and the CONTRACTOR shall not be at liberty to dispute or question the right of the PURCHASER to make such payments notwithstanding the same, may have been made without the consent or authority or in law or otherwise to the contrary. iii) In every case in which by virtue of the provisions of Section 12, Sub-section (i) of workmen's compensation Act, 1923 or other applicable provision of Workmen Compensation Act or any other Act, the PURCHASER is obliged to pay compensation to a workman employed by the CONTRACTOR in execution of the WORK, the PURCHASER will recover from the CONTRACTOR the amount of the compensation so paid, and without prejudice to the rights of PURCHASER under Section 12, Sub- section (2) of the said act, PURCHASER

		shall be at liberty to recover such amount or any part thereof by deducting it from the Contract Performance Security or from any sum due to the CONTRACTOR whether under this CONTRACT or otherwise. The PURCHASER shall not be bound to contest any claim made under Section 12, Sub-section (i) of the said act, except on the written request of the CONTRACTOR and upon his giving to the PURCHASER full security for all costs for which the PURCHASER might become liable in consequence of contesting such claim.
106	Health and sanitary arrangements for workers:	106.1 In respect of all labour directly or indirectly employed in the WORKS for the performance of the CONTRACTOR's part of this agreement, the CONTRACTOR shall comply with or cause to be complied with all the rules and regulations of the local sanitary and other authorities or as framed by the PURCHASER from time to time for the protection of health and sanitary arrangements for all workers. 106.2 The CONTRACTOR shall provide in the labour colony all amenities such as electricity, water and other sanitary and health arrangements. The CONTRACTOR shall also provide necessary surface transportation to the place of work and back to the colony for their personnel accommodated in the labour colony.

SECTION-IX SAFETY CODES

107	General	CONTRACTOR shall adhere to safe construction practice and guard against hazardous, and unsafe working conditions and shall comply with PURCHASER's safety rules as set forth herein. Prior to start of construction, CONTRACTOR will be furnished copies of PURCHASER's "Safety Code" for information and guidance, if it has been prepared.
108	Safety regulations:	i) In respect of all labour, directly employed in the WORK for the performance of CONTRACTOR's part of this agreement, the CONTRACTOR shall at his own expense arrange for all the safety provisions as per safety codes of C.P.W.D., Indian Standards Institution. The Electricity Act, The Mines Act and such other acts as applicable. ii) The CONTRACTOR shall observe and abide by all fire and safety regulations of the PURCHASER. Before starting construction work CONTRACTOR shall consult with PURCHASER's safety Engineers or ENGINEER- IN-CHARGE and must make good to the satisfaction of the PURCHASER any loss or damage due to fire to any portion of the work done or to be done under this agreement or to any of the PURCHASER's existing property.
109	First aid and industrial injuries:	i) CONTRACTOR shall maintain first aid facilities for its employees and those of its SUB-CONTRACTOR. ii) CONTRACTOR shall make outside arrangements for ambulance service and for the treatment of industrial injuries. Names of those providing these services shall be furnished to PURCHASER prior to start of construction and their telephone numbers shall be prominently posted in CONTRACTOR's field office. iii) All critical industrial injuries shall be reported promptly to PURCHASER, and a copy of CONTRACTOR's report covering each personal injury requiring the attention of a physician shall be furnished to the PURCHASER.
110	General rules:	Smoking within the battery area, tank farm or dock limits is strictly prohibited. Violators of the no smoking rules shall be discharged immediately.
111	Contractor's barricades:	i) CONTRACTOR shall erect and maintain barricades required in connection with his operation to guard or protect: - a) Excavations b) Hoisting Areas. c) Areas adjudged hazardous by CONTRACTOR's or PURCHASER's inspectors. d) PURCHASER's existing property subject to damage by CONTRACTOR's Operations. e) Rail Road unloading spots. ii) CONTRACTOR's employees and those of his SUB- CONTRACTOR's shall become acquainted with PURCHASER's barricading practice and shall respect the provisions thereof. iii) Barricades and hazardous areas adjacent to, but not located in normal routes of travel shall be marked by red flasher lanterns at nights.
112	Scaffolding:	i) Suitable scaffolding should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an

		extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying material as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1 in 4 (1 horizontal and 4 vertical). ii) Scaffolding or staging more than 4 meters above the ground or floor, swing suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise retarded at least one meter high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure. iii) Working platform, gangway and stairway should be so constructed that they should not sag unduly or unequally and if the height of platform of the gangway or the stairway is more than 4 meters above the ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as in ii) above. iv) Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing of railing whose minimum heights shall be 1 meter. v) Safe-means of access shall be provided to all working platforms and other working places, every ladder shall be securely fixed. No portable single ladder shall be over 9 meters in length while the width between side rails in rung ladder shall in no case be less than 30 cms for ladder upto and including 3 meters in length. For longer ladder this width should be increased 5mm for each additional foot of length. Uniform steps spacing shall not exceed 30 cms. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed to cause danger or inconvenience to any person or public. The CONTRACTOR shall also provide all necessary fencing and lights to protect the workers and staff from accidents, and shall be bound to bear the expenses of defense of every suit, action or other proceeding of law that may be brought by any person for injury sustained owing to neglect of the above precautions and pay any damages and costs which may be awarded in any such suit or action or proceeding to any such person or which may with the consent of the CONTRACTOR be paid to compromise any claim by any such person.
113	Excavation and trenching:	All trenches 1.2 meters or more in depth, shall at all times be supplied with at least one ladder for each 50 meters length or fraction thereof. Ladder shall be extended from bottom of the trenches to atleast 1 meter above the surface of the ground. The sides of the trenches which are 1.5M in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides to collapse. The excavated materials shall not be placed within 1.5 meters of the edge of the trench or half of the trench width whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or under-cutting shall be done.
114	Demolition/general safety:	(i) Before any demolition work is commenced and also during the progress of the demolition work a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.

		b) No electric cable or apparatus which is liable to be a source of danger shall remain electrically charged. c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe. ii) All necessary personal safety equipment as considered adequate by the ENGINEER-IN-CHARGE, should be kept available for the use of the persons employed on the SITE and maintained in condition suitable for immediate use, and the CONTRACTOR shall take adequate steps to ensure proper use of equipment by those concerned. a) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective gloves. b) Those engaged in white washing and mixing or stacking or cement bags or any material which are injurious to the eyes be provided with protective goggles. c) Those engaged in welding and cutting works shall be provided with protective face & eye shield, hand gloves, etc. d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals. e) When workers are employed in sewers and manholes, which are in use, the CONTRACTOR shall ensure that the manhole covers are opened and are ventilated atleast for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or board to prevent accident to the public. f) The CONTRACTOR shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken. 1) No paint containing lead or lead product shall be used except in the form of paste or readymade paint. 2) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped. 3) Overalls shall be supplied by the CONTRACTOR to the workmen and adequate facilities shall be provided to enable the working painters to wash them during and on cessation of work. iii) When the work is done near any place where there is risk of drowning, all necessary safety equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
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		iv) Use of hoisting machines and tackles including their attachments, anchorage and supports shall conform to the following standards or conditions: a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defect and shall be kept in good working order. b) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects. c) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding, winch or give signals to the operator. d) In case of every hoisting machine and of every chain ring hook, shackle, swivel, and pulley block used in hoisting or lowering or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gears referred to above shall be plainly marked with the safe working load of the conditions under which it is applicable and the same shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond safe working load except for the purpose of testing. e) In case of departmental machine, the safe working load shall be notified by the ENGINEER-IN-CHARGE. As regards CONTRACTOR's machines, the CONTRACTOR shall notify the safe working load of the machine to the ENGINEER-IN-CHARGE whenever he brings any machinery to SITE of WORK and get it verified by the Engineer concerned. v) Motors, gears, transmission lines, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as to reduce to minimum the accidental descent of the load, adequate precautions should be taken to reduce the minimum risk of any part or parts of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves, and boots as may be necessary should be provided. The workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity. vi) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe conditions and no scaffolds, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work. vii) These safety provisions should be brought to the notice of all concerned by displaying on a notice board at a prominent place at the work-spot. The person responsible for compliance of the safety code shall be named therein by the CONTRACTOR.
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		viii) To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the CONTRACTOR shall be open to inspection by the Welfare Officer, ENGINEER-IN- CHARGE or safety Engineer of the Administration or their representatives. ix) Notwithstanding the above clauses there is nothing in these to exempt the CONTRACTOR for the operations of any other Act or rules in force in the Republic of India. The work throughout including any temporary works shall be carried out in such a manner as not to interfere in any way whatsoever with the traffic on any roads or footpath at the site or in the vicinity thereto or any existing works whether the property of the Administration or of a third party. In addition to the above, the CONTRACTOR shall abide by the safety code provision as per C.P.W.D. Safety code and Indian Standard Safety Code from time to time.
115	Care in handling inflammable gas:	The CONTRACTOR has to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinder/inflammable liquids/paints etc. as required under the law and/or as advised by the fire Authorities of the PURCHASER.
116	Temporary combustible structures:	Temporary combustible structures will not be built near or around work site
117	Precautions against fire:	The CONTRACTOR will have to provide Fire Extinguishers, Fire Buckets and drums at worksite as recommended by ENGINEER-IN-CHARGE. They will have to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinders/ inflammable liquid/ paints etc. as advised by ENGINEER-IN-CHARGE. Temporary combustible structures will not be built near or around the work-site.
118	Explosives	Explosives shall not be stored or used on the WORK or on the SITE by the CONTRACTOR without the permission of the ENGINEER-IN-CHARGE in writing and then only in the manner and to the extent to which such permission is given. When explosives are required for the WORK they will be stored in a special magazine to be provided at the cost of the CONTRACTOR in accordance with the Explosives Rules. The CONTRACTOR shall obtain the necessary licence for the storage and the use of explosives and all operations in which or for which explosives are employed shall be at sole risk and responsibility of the CONTRACTOR and the CONTRACTOR shall indemnify the PURCHASER against any loss or damage resulting directly or indirectly therefrom.
119	Mines act:	119.1 SAFETY CODE: The CONTRACTOR shall at his own expense arrange for the safety provisions as required by the ENGINEER-IN-CHARGE in respect of all labour directly employed for performance of the WORKS and shall provide all facilities in connection therewith. In case the CONTRACTOR fails to make arrangements and provides necessary facilities as aforesaid, the ENGINEER-IN-CHARGE shall be entitled to do so and recover the costs thereof from the CONTRACTOR. 119.2 Failure to comply with Safety Code or the provisions relating to report on accidents and to grant of maternity benefits to female workers shall make the CONTRACTOR liable to pay Company Liquidated Damages an amount not exceeding Rs.50/- for each default or materially incorrect statement. The decision of the ENGINEER-IN-CHARGE in such matters based on reports from the Inspecting Officer or from representatives of ENGINEER-IN-CHARGE shall be final and binding and deductions for recovery of such Liquidated Damages may be made from any amount payable to the CONTRACTOR from all the provisions

		of the Mines Act, 1952 or any statutory modifications or re-enactment thereof the time being in force and any Rules and Regulations made thereunder in respect of all the persons employed by him under this CONTRACT and shall indemnify the PURCHASER from and against any claim under the Mines Act or the rules and regulations framed thereunder by or on behalf of any persons employed by him or otherwise.
120	Preservation of place:	120.1 The CONTRACTOR shall take requisite precautions and use his best endeavours to prevent any riotous or unlawful behavior by or amongst his worker and others employed or the works and for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the WORK. In the event of the PURCHASER requiring the maintenance of a Special Police Force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the CONTRACTOR and if paid by the PURCHASER shall be recoverable from the CONTRACTOR.
121	Outbreak of infectious diseases:	121.1 The CONTRACTOR shall remove from his camp such labour and their facilities who refuse protective inoculation and vaccination when called upon to do so by the ENGINEER-IN-CHARGE's representative. Should Cholera, Plague or other infectious diseases break out the CONTRACTOR shall burn the huts, beddings, clothes and other belongings or used by the infected parties and promptly erect new huts on healthy sites as required by the ENGINEER-IN-CHARGE failing which within the time specified in the Engineer's requisition, the work may be done by the PURCHASER and the cost thereof recovered from the CONTRACTOR.
122	Use of intoxicants:	122.1 The unauthorized sale of spirits or other intoxicants, beverages upon the work in any of the buildings, encampments or tenements owned, occupied by or within the control of the CONTRACTOR or any of his employee is forbidden and the CONTRACTOR shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition. In addition to the above, the CONTRACTOR shall abide by the safety code provision as per C.P.W.D. safety code and Indian Standard Code framed from time to time.

PROFORMA FOR CONTRACT AGREEMENT

NAC No. INDIA GOVERNMENT MINT NOIDA /

Dated -----

Contract Agreement for the work of ----- of INDIA GOVERNMENT MINT NOIDA made on -----between (Name and Address)----- , hereinafter called the “CONTRACTOR” (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and INDIA GOVERNMENT MINT NOIDA hereinafter called the “PURCHASER” (which term shall, unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

- A. The PURCHASER being desirous of having provided and executed certain work mentioned, enumerated or referred to in the Tender Documents < tender number> including Letter Inviting Tender, General Tender Notice, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Rates, Agreed Variations, corrigendum, other documents has called for Tender.
- B. The CONTRACTOR has inspected the SITE and surroundings of WORK specified in the Tender Documents and has satisfied himself by careful examination before submitting his tender as to the nature of the surface, strata, soil, sub-soil and ground, the form and nature of site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and materials necessary for the execution of work, the means of access to SITE, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in the tender documents or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the CONTRACT, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the WORK and which might have influenced him in making his tender.
- C. The Tender Documents including the Notice Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, General Obligations, SPECIFICATIONS, DRAWINGS, PLANS, Time Schedule for completion of Jobs, Letter of Acceptance of Tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this CONTRACT though separately set out herein and are included in the expression “CONTRACT” wherever herein used.

AND WHEREAS

The PURCHASER accepted the Tender of the CONTRACTOR for the provision and the execution of the said WORK at the rates stated in the schedule of quantities of the work and finally approved by PURCHASER (hereinafter called the "Schedule of Rates") upon the terms and subject to the conditions of CONTRACT.

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

1. In consideration of the payment to be made to the CONTRACTOR for the WORK to be executed by him, the CONTRACTOR hereby covenants with PURCHASER that the CONTRACTOR shall and will duly provide, execute and complete the said work and shall do and perform all other acts and things in the CONTRACT mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said WORK and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract.
2. In consideration of the due provision execution and completion of the said WORK, PURCHASER does hereby agree with the CONTRACTOR that the PURCHASER will pay to the CONTRACTOR the respective amounts for the WORK actually done by him and approved by the PURCHASER at the Schedule of Rates and such other sum payable to the CONTRACTOR under provision of CONTRACT, such payment to be made at such time in such manner as provided for in the CONTRACT.

A N D

3. In consideration of the due provision, execution and completion of the said WORK the CONTRACTOR does hereby agree to pay such sums as may be due to the PURCHASER for the services rendered by the PURCHASER to the CONTRACTOR, such as power supply, water supply and others as set for in the said CONTRACT and such other sums as may become payable to the PURCHASER towards the controlled items of consumable materials or towards loss, damage to the PURCHASER'S equipment, materials construction plant and machinery, such payments to be made at such time and in such manner as is provided in the CONTRACT.

It is specifically and distinctly understood and agreed between the PURCHASER and the CONTRACTOR that the CONTRACTOR shall have no right, title or interest in the SITE made available by the PURCHASER for execution of the works or in the building, structures or work executed on the said SITE by the CONTRACTOR or in the goods, articles, materials etc., brought on the said SITE (unless the same specifically belongs to the CONTRACTOR) and the CONTRACTOR shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the SITE or structures and the PURCHASER shall have an absolute and unfettered right to take full possession of SITE and to remove the CONTRACTOR, their servants, agents and materials belonging to the CONTRACTOR and lying on the SITE.

The CONTRACTOR shall be allowed to enter upon the SITE for execution of the WORK only as a licensee simpliciter and shall not have any claim, right, title or interest in the SITE or the structures erected thereon and the PURCHASER shall be entitled to terminate such license at any time without assigning any reason.

The materials including sand, gravel, stone, loose, earth, rock etc., dug up or excavated from the said SITE shall, unless otherwise expressly agreed under this CONTRACT, exclusively belong to the PURCHASER and the CONTRACTOR shall have no right to claim over the same and such excavation and materials should be disposed off on account of the PURCHASER according to the instruction in writing issued from time to time by the ENGINEER-IN-CHARGE.

In Witness whereof the parties have executed these presents in the day and the year first above written.

Signed and Delivered for and on
on behalf of PURCHASER.

Signed and Delivered for and
on behalf of the CONTRACTORS.

INDIA GOVERNMENT MINT NOIDA (INDIA)

(NAME OF THE CONTRACTOR)

Date: _____

Place: _____

Date: _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

2. _____

1. _____

2. _____

**PROFORMA OF INDEMNITY BOND FOR SUPPLY OF MATERIALS BY
PURCHASER**

(To be executed on non-judicial stamped paper of appropriate value)

WHEREAS INDIA GOVERNMENT MINT NOIDA (A unit of SPMCIL) (hereinafter referred to as INDIA GOVERNMENT MINT NOIDA) which expression shall unless repugnant to the context includes their legal representatives, successors and assigns having their registered office at D-2 Sector 1 , Gautam Buddh Nagar Noida 201301 Uttar Pradesh has entered into a CONTRACT with _____ (hereinafter referred to as the CONTRACTOR which expression shall unless repugnant to the context include their legal representatives, successors and assigns) for _____ on the terms and conditions as set out, inter-alia, in the CONTRACT No..... Dated..... and various documents forming part thereof hereinafter collectively referred to as the "CONTRACT" which expression shall include all amendments, modifications and/or variations thereto.

AND WHEREAS

- i) INDIA GOVERNMENT MINT NOIDA has agreed to supply to the CONTRACTOR, equipment, plants and materials (finished, semi-finished and raw) for the purpose of EXECUTION of the said CONTRACT by the CONTRACTOR (the equipment, plants and materials to be supplied by INDIA GOVERNMENT MINT NOIDA to the CONTRACTOR, hereinafter for the sake of brevity referred to as the "said materials") and pending execution by the CONTRACTOR of the CONTRACT incorporating the said materials, the said materials shall be under the custody and charge of the CONTRACTOR and shall be kept, stored, altered, worked upon and/or fabricated at the sole risk and expense of the CONTRACTOR.
- ii) As a pre-condition to the supply of the said materials by INDIA GOVERNMENT MINT NOIDA to the CONTRACTOR, INDIA GOVERNMENT MINT NOIDA has required the CONTRACTOR to furnish to INDIA GOVERNMENT MINT NOIDA an Indemnity Bond in the manner and upon terms and conditions hereinafter indicated.

NOW, THEREFORE, in consideration of the premises aforesaid the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified INDIA GOVERNMENT MINT NOIDA from and against all loss, damage and destruction (inclusive but not limited to any or all loss or damage or destruction to or of the said materials or any item or part thereof by theft, pilferage, fire, flood, storm, tempest, lightning, explosion, storage, chemical or physical action or reaction, binding, warping, exposure, rusting, faulty workmanship, faulty fabrication, or faulty method or technique of fabrication, strike, riot, civil commotion, or other act or omission or commission whatsoever within or beyond the control of the CONTRACTOR, misuse and misappropriation (inclusive but not limited to the misuse or misappropriation by the CONTRACTOR and the Contractor's servants and/or agents) whatsoever to, or of in the said materials or any part of them thereof from the date that the same or relative part of item thereof was supplied to the CONTRACTOR upto and until the date of return to INDIA GOVERNMENT MINT NOIDA of the said materials or relative part of item thereof or completed fabricated works(s) incorporating the said material and undertake to pay to INDIA GOVERNMENT MINT NOIDA forthwith on demand in writing without protest or demur the value as specified by INDIA GOVERNMENT MINT NOIDA of the said material or item or part thereof, lost, damaged, destroyed, misused and/or misappropriated, as the case may be or, together with INDIA GOVERNMENT MINT NOIDA'S costs and expenses (inclusive of but not limited to handling, transportation, cartage, insurance, freight, packing and inspection costs/or expenses upto) and aggregate limit of Rs. _____ (Rupees _____ Only).

AND THE CONTRACTOR hereby agrees with INDIA GOVERNMENT MINT NOIDA that:

- i) This Indemnity/Undertaking shall be a continuing Indemnity/ Undertaking and shall remain valid and irrevocable for all claims of INDIA GOVERNMENT MINT NOIDA arising hereunder upto and until the midnight of _____.
However, if the CONTRACT for which this Indemnity/Undertaking is given is not completed by this date, the CONTRACTOR hereby agrees to extend the Indemnity/Undertaking till such time as is required to fulfil the CONTRACT.
- ii) This Indemnity/Undertaking shall not be determined by any change in constitution or upon insolvency of the CONTRACTOR but shall be in all respects and for all purposes be binding and operative until payment of all moneys payable to INDIA GOVERNMENT MINT NOIDA in terms of hereof.
- iii) The mere statement of allegation made by or on behalf of INDIA GOVERNMENT MINT NOIDA in any notice or demand or other writing addressed to the CONTRACTOR as to any of the said material or item or part thereof having been lost , damaged, destroyed, misused or misappropriated while in the custody of the CONTRACTOR and/or prior to completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials shall be conclusive of the factum of the said material or item or part thereof having been supplied to the CONTRACTOR and/or the loss, damage, destruction, misuse or misappropriation thereof, as the case may be, while in the custody of the CONTRACTOR and/or prior to the completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials without necessity on the part of INDIA GOVERNMENT MINT NOIDA to produce any documentary proof or other evidence whatsoever in support of this.
- iv) The amount stated in any notice of demand addressed by INDIA GOVERNMENT MINT NOIDA to the CONTRACTOR as to the value of such said materials lost, damaged, destroyed, misused or misappropriated, inclusive relative to the costs and expenses incurred by INDIA GOVERNMENT MINT NOIDA in connection therewith shall be conclusive of the value of such said materials and the said cost and expenses as also of the amount liable to be paid to INDIA GOVERNMENT MINT NOIDA to produce any voucher, bill or other documentation or evidence whatsoever in support thereof and such amount shall be paid without any demur and on demand and no dispute shall be raised concerning the same.

The undersigned has full power to execute this Indemnity Bond on behalf of the CONTRACTOR under the Power of Attorney dated_____.

(SIGNED BY COMPETENT AUTHORITY)

Place:

Dated:

Official seal of the CONTRACTOR

SECTION V

SPECIAL CONDITIONS OF CONTRACT (SCC)

INTEGRITY PACT

(IP signed by IGM NOIDA's executive shall be made part of
tender document)

INTEGRITY PACT

INTRODUCTION:

IGM NOIDA as one of its endeavour to maintain and foster most ethical and corruption free business environment, have decided to adopt the Integrity Pact, a tool developed by the Transparency International, to ensure that all activities and transactions between the Company (IGM NOIDA) and its Counterparties (Bidders, Contractors, Vendors, Suppliers, Service Providers/Consultants etc.) are handled in a fair and transparent manner, completely free of corruption.

Considering the above, the details mentioned at attached Annexure-1 are applicable as stated in Instruction to Bidders of Bid Document in addition to the existing stipulation regarding Corrupt and Fraudulent Practices.

The attached copy of the Integrity Pact at Annexure- 2 shall be included in the Bid submitted by the bidder (to be executed by the bidder for all tenders of value Rs. 1 (One) crore and above). In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

Bidder is required to sign the Integrity Pact with IGM NOIDA as per format & terms and conditions enclosed with tender. In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

I COMMITMENTS AND OBLIGATIONS OF THE “COUNTERPARTY”

- a) The Counterparty, directly or indirectly (through agent, consultant, advisor, etc.), shall not pay any bribe/ influence or give undue/ unlawful benefit to anyone to gain undue advantage in dealing with IGM NOIDA.
- b) The Counterparty will not engage in collusion of any kind including price fixation etc. with other Counterparts.
- c) The counterparty will not pass IGM NOIDA’s confidential information to any third party unless specifically authorized by IGM NOIDA in writing.
- d) The Counterparties shall promote and observe best ethical practices within their respective organizations.
- e) The Counterparty shall inform the Independent External Monitor.
 - i) If it received any demand, directly or indirectly, for a bribe/ favour or any illegal gratification/ payment / benefit;
 - ii) If it comes to know of any unethical or illegal payment / benefit;
 - iii) If it makes any payment to any IGM NOIDA associate.
- f) The Counterparty shall not make any false or misleading allegations against IGM NOIDA or its associates.

II VIOLATIONS & CONSEQUENCES:

- a) If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Programme during bidding process, their entire Earnest Money Deposit/ Bid Security, would be forfeited and in addition, action shall be taken as per **“Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices”**
- b) In case of violation of the Integrity pact by Counterparty after award of the Contract, IGM NOIDA shall be entitled to terminate the Contract. Further, IGM NOIDA would forfeit the security deposits/ Contract Performance Bank Guarantee and in addition, action shall be taken as per **“Procedure for action in case Corrupt/Fraudulent/ Collusive/Coercive Practices”**

INDEPENDENT EXTERNAL MONITORS (IEMS)

Presently the panel consisting of the following Independent External Monitors (IEMs) has been appointed by IGM NOIDA, in terms of Integrity Pact(IP) which forms part of IGM NOIDA Tenders / Contracts.

1. Shri Prem Chand Pankaj, ex-CMD, NEEPCO

M-402, Pioneer Peak, Sector – 61, Golf Course Extension Road, Gurgaon – 122 011

E-mail ID: prempankaj@gmail.com

2. Shri Thudi Venudhar Reddy, IFoS (Retd.)

Plot No. 1 08, Kavuri Hills, Phase-II, Hyderabad – 500033

Email: venudharifs@gmail.com

This panel is authorized to examine / consider all references made to it under this tender/ contract. “The bidder(s), in case of any dispute(s) / complaint(s) pertaining to this tender falling under provisions of Integrity Pact may raise the same either directly with the IEMs on the panel viz Shri Prem Chand Pankaj, Email : prempankaj@gmail.com, Shri Thudi Venudhar Reddy, Email id : venudharifs@gmail.com.

INTEGRITY PACT

(To be signed on Plain Paper)

This Agreement (hereinafter called the Integrity Pact) is made on ____ day of the month of ____ 202__ at _____, India

BETWEEN

India Government Mint, Noida a Unit of SPMCIL, a Miniratna Category I, Public Sector Enterprise of the Ministry of Finance, Government of India, (hereinafter called the “The Principal”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part

AND

M/s. _____ (hereinafter called the “The Bidder/ Contractor” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

PREAMBLE

‘The Principal’ intends to award, under laid down organizational procedures, contract/s for _____, ‘The Principal’ values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

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

Section 1 - Commitments of the ‘The Principal’

(1) ‘The Principal’ commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

- a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the 'Bidder / Contractor'

- (1) The 'Bidder/ Contractor' commit themselves to take all measures necessary to prevent corruption. The 'Bidder/ Contractor' commit themselves to observe the following principles during participation in the tender process and during the contract execution.
- a. The 'Bidder/ Contractor' will not, directly or through any other person or firm, offer, promise, or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The 'Bidder/ Contractor' will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The 'Bidder/ Contractor' will not commit any offence under the relevant IPC/PC Act; further the 'Bidder/ Contractor' will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
 - d. The 'Bidder/ Contractor' of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder/Contractors of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder/Contractor. Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at Annex to this agreement.
 - e. The 'Bidder/ Contractor' will, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.
 - f. Bidder /Contractor who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The 'Bidder/ Contractor' will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the 'Bidder/Contractor', before award or during execution has committed a transgression through a

violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the 'Bidder/Contractor' from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4 - Compensation for Damages

(1) If the Principal has disqualified the 'Bidder/ Contractor' from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from 'Bidder/ Contractor' the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors

(1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors

as confidential. He/ she reports to the Chairman and Managing Director of SPMCIL.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman and Managing Director of SPMCIL and recuse himself / herself from that case.

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.

(7) The Monitor will submit a written report to the Chairman and Managing Director of SPMCIL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to the Chairman and Managing Director of SPMCIL, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman and Managing Director of SPMCIL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman and Managing Director of SPMCIL.

Section 10 - Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered

Office of the Principal, i.e., New Delhi.

- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

For and On behalf of the Principal Employer (Name of the Officer and Designation) (Office Seal)	For and On behalf of ‘Bidder/ Contractor’ (Name of the Officer and Designation) (Office Seal)
--	--

Place -----

Date -----

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

SPECIAL CONDITIONS OF THE CONTRACT (SCC)

1.0 GENERAL

- 1.1 Special Conditions of Contract shall be read in Conjunction with the General Conditions of Contract, specification of work, Drawings and any other documents forming part of this Contract wherever the context so requires.
- 1.2 Notwithstanding the sub-division of the documents into these separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
- 1.3 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 1.4 Wherever it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities, it is understood that the Contractor shall do so at his cost and the value of contract shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.5 The materials, design, and workmanship shall confirm CPWD specifications with up to date correction slips and the relevant Indian Standards and, the Job Specifications contained herein, and Codes referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.
- 1.6 It will be the Contractor's responsibility to bring to the notice to IGMN in Pre-Bid or Before 72 Hrs of Tender opening date to avoid any irreconcilable conflict in the contract documents.
- 1.7 In the absence of any Specifications covering any material, design of work (s) the same shall be performed / supplies / executed in accordance with Standard Engineering Practice as per the instructions / directions of the Engineer-in-Charge, which will be binding on the Contractor.

2.0 OWNERS OBLIGATIONS:

The owner's obligations are limited to the following:

- a) Handing over the site.
- b) Supply of construction drawings good for Construction.
- c) Payment to the contractor for performance of work under the contract as per the terms and conditions specified therein.
- d) A piece of land for setting up temporary office, godown, etc. if required.

3.0 POWER & WATER FOR CONSTRUCTION AND OTHER PURPOSES

Water may not be available at the site. In the absence of the same, the contractor shall require to, at his own expense (if not covered in BOQ), dig a bore well **including obtaining statutory permission if required** and shall make arrangements for pump/ motor and piping etc. for drawing and distributing water.

The Contractor has to get water to be used for construction, tested from Govt. Approved/

NABL/ Govt. Engineering College Laboratory and get approval from IGM NOIDA. If test results are not satisfactory, then contractor has to make alternate arrangement for construction water at his own cost including setting up RO Plant of required capacity for which nothing extra shall be paid.

Power - is not available on site and the contractor may take temporary connection from state electricity authorities and make all arrangements for meter, MCB, cable and all accessories required for drawing construction power. Alternatively, the contractor can also make alternative provisions for power like DG set etc. at his own cost.

4.0 TERMS OF PAYMENT

4.1 Based on checked measurements, the contractor should prepare a running account bill.

4.2 Contractor shall submit the measurement sheet along with the bill to the Project Manager of the Consultants for scrutiny and passing.

4.3 The Project Manager of the Consultant /EIC of IGM Noida or his authorized representative at site shall scrutinize and check the measurements recorded on the sheets shall certify correctness of the same on the measurement sheets and in the bill.

4.4 The Project Manager of the Consultant /EIC of IGM Noida shall certify the bills after carrying out the comprehensive checks in accordance with the terms and conditions of the Contract, within 05 days of submission of the bills, complete in all respects and send the same to the EIC to effect payment to the Contractor.

4.5 Measurements shall be recorded as per the methods of measurement spelt out in Specifications/Contract Document. Engineer-in-Charge shall be fully responsible for checking the measurements quantitatively and qualitatively as recorded in the Measurement Sheets /Bills.

4.6 The bill shall be raised on progress basis i.e. monthly/as required, for the work done on site during that period. The contractor shall be eligible for monthly payment of RA bill if the gross amount of work done of the bill is more than (1/4th of Total Contract Value/No of Stipulated period in Months.) in INR.

4.7 The invoices shall be raised to Chief General Manager, India Government Mint Noida , D-2 sector 1 Noida Uttar Pradesh. The tax invoices shall be raised to (further bill to and ship to address shall be same as per invoice address)

India Government Mint Noida ,
D-2 sector 1
Noida -201301
Gautam Budh Nagar Uttar Pradesh

Payment shall be made on submission of Tax Invoice and on certification of Engineer-in-charge.

90% amount of bill shall be paid against each RA bill and remaining 10% amount shall be released after completion of work and handing over of site along with submission of plan for all services & structures & others required documents as directed by EIC/ IGM NOIDA along with final bill.

NOTE: EIC reserves the right to make part payments of high value items as deemed fit in the interest of the work.

4.8 Dispute in Mode of Measurement

Where Works have to be measured for any purpose whatsoever, it shall be in accordance with item specifications as per relevant Indian Standards unless otherwise specifically indicated in the Contract Specifications. All measurements will be recorded in metric units only. In case of absence of mode of measurement of any item not covered by both the methods mentioned above, the Engineer in- Charge's decision shall be final and binding. The required number of bills, registers, bill forms, level/ field books, materials/ account registers, testing registers, site order books and any other stationary item pertaining to this contract shall be printed and provided for by the contractor, at his own cost in the format prescribed and approved by the Engineer-in-Charge in writing. Original sheet will be retained in the book and will be returned to Owner on completion of Work.

5.0 TIME FOR COMPLETION

Time for completion for all the works shall be “**THREE MONTHS**” from the date of Issuance of Purchase Order.

5.1 The work shall be executed strictly as per the Time Schedule, working drawings and specification of the items included in the schedule of items. The period of work given includes the time required for mobilization and completion in all respects to the entire satisfaction of the Engineer-in-Charge and the Owner.

The time for completion is the time for overall completion of all works. The whole work will be awarded to a single Tenderer hence the Contractor shall plan and make schedule accordingly such that all Works can be completed within stipulated time limit and will constantly keep the Engineer In-Charge- aware of the Work schedule.

5.2 During this period of **THREE MONTHS**, IGM NOIDA may engage other agencies to work to complete the building in all respects. The Civil Contractor shall be required to coordinate with all such agencies & plan the work in such a way so that the work of his own & those other agencies don't hamper. The Contractor shall plan and make schedule accordingly such that all Works can be completed within stipulated time limit and will constantly keep the Engineer In-Charge- aware of the Work schedule.

5.3 Weekly programs of work will be drawn up by the Contractor to be approved by the Engineer In-Charge. The Contractor shall scrupulously adhere to these schedules by deploying adequate personnel and construction tools and tackles. In all matters concerning the extent of targets set out for weekly programs and degree of achievements, the decision of Engineer In-Charge- shall be final and binding.

5.4 The time for completion mentioned above shall be inclusive of any monsoon following within the aforesaid time for completion. **Contract period of 3 months** envisages monsoon season/ untimely occasional rainfall /GRAP etc. Contractor has to make complete arrangement for dewatering, keeping the site free from water logging etc. during monsoon season or at any point of time as per the situation & site condition. The contractor's quoted rates shall be deemed to have included the same. Delay/ held up of work on account of monsoon/ rain during stipulated period will not be considered for granting of additional time to complete the work.

6.0 DEFECT LIABILITY PERIOD (DLP):

The defect liability period shall be **Twelve months** from the date of work completion declared by Engineer In-charge. Any defect arising out due to any reason, which in the opinion of the Engineer-In-Charge resulting due to above during this period shall be rectified by the contractor at his own risk and cost.

7.0 SECURITY DEPOSIT:

They shall be payable as per clause no. 38 of ITB. The bank guarantee shall remain valid for a period of **17 months (3 months + DLP + 2 months)**, from the date of start of job to be reckoned from the date of issue of Purchase Order.

The Security Deposit shall be released after successful completion of the defect liability period.

8.0 ESCALATION (NOT APPLICABLE)

9.0 LABOUR AT SITE (NOT ALLOWED)

The contractor shall arrange the accommodation of labour by own. The contractor shall build and maintain the labour colony at his own expense. Contractor will arrange for electricity and water Supply to them. Electricity and Water, if provided by the owner shall be recoverable from the Contractor.

10.0 LAND FOR CONTRACTOR'S FIELD OFFICE, GODOWN & WORKSHOP

If required, the contractor shall provide a fully furnished site office for the Purchaser/ Architect/ PMC for an area of at least 15 Sqm area and, 15 Sqm for conference/ meeting room for conducting project review meetings with a pantry and toilet facility at his own expense.

The Owner at his own discretion and convenience and for the duration of the execution of the Work shall make available at the site, land for construction of Contractor's temporary field office, Godowns, workshops and assembly areas required for the execution of the Contract. The Contractor shall at his own cost construct all these temporary buildings and provide suitable water supply, sanitary arrangement and electrical connection/arrangement and get the same approved by the Owner.

On completion of the Works undertaken by the Contractor, he shall remove all temporary works erected by him and have the site cleaned immediately as directed by the Engineer-in-Charge. If the Contractor shall fail to comply with these requirements, the Owner may at the expenses of Contractor remove such surplus and rubbish materials and dispose of the same as he deems fit and get the site cleared as aforesaid; and Contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such surplus materials disposed off as aforesaid. However, the Owner reserves the right to ask the Contractor at any time during the pendency of the Contractor to vacate the land by giving 7 (seven) days' notice on security reasons or on national interest or otherwise occupied.

The Contractor shall put up temporary structures as required by them for their office, fabrication shop and construction stores only in the area allocated to them on the project site by the Owner or his authorized representative. No tea stalls/ canteens should be put up or allowed to be put up by any Contractor in the allotted land or complex area without written permission of the Owner.

No unauthorized buildings, constructions or structures should be put up by the Contractor anywhere on the project site.

For uninterrupted fabrication work during all seasons, the Contractor shall put up temporary covered structures at his cost within the area in the location allocated to them in the project site by the Owner or his authorized representative.

No person except for authorized watchman shall be allowed to stay in the plant area/ contractor's area after completion of the day's job without prior written permission from the Owner.

11.0 EXTRA ITEMS/ SUBSTITUTED ITEMS

The Engineer-in-Charge shall have authority:

- (i) To make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work.
- (ii) To omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

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

- (i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus
- (ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge

Deviation, Extra Items and Pricing

In the case of extra item(s) (items which are not available in the contract), the contractor may within fifteen days of the receipt of order or occurrence of the item(s), submit claim for market rate(s), supported with proper analysis of rate and manufacturer's specification for the work, invoices, vouchers, etc. (as applicable), failing which the rate(s) approved later by the Engineer-in-Charge shall be final and binding. Where the contractor submits claim for market rate(s) in the manner prescribed above, the Engineer-in-Charge shall, within 45 days of the receipt of the claims, after giving consideration to the analysis of rates and other documents submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

The rate(s) of extra items so determined by the Engineer-in-Charge shall be final and binding on the contractor, and shall not be arbitrable.

Deviation, deviated Quantities, Pricing

In the case of contract items which exceed the limit laid down in Schedule F, the contractor may within fifteen days of the receipt of order or occurrence of the excess, claim revision of the rates, supported with proper analysis of rate and invoices, vouchers, etc. (as applicable), for the quantity in excess of the above-mentioned limit. The Engineer-in-Charge shall within 45 days of receipt of the claims, after giving consideration to the analysis of rates and other documents submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

The rate(s) so determined by the Engineer-in-Charge shall be final and binding on the contractor, and

shall not be arbitrable.

11.2 In the case of contract items which exceed the limit laid down in ~~Schedule F~~, the Engineer-in-Charge shall after giving notice to the contractor within 30 days of submission of that bill by the contractor which contains such item(s), and after taking into consideration any reply received from the contractor within 15 days of the issue of such notice, reduce the rate for quantity in excess of the above-mentioned limit on the basis of market rates, within 30 days of the expiry of the said period of 15 days, and the contractor shall be paid in accordance with the rates so determined.

The rate(s) so determined by the Engineer-in-Charge shall be final and binding on the contractor, and shall not be arbitrable

11.3 The cost of any operation necessarily in contemplation of tenderer while quoting tender or necessary or incidental to proper execution of an item of work included in the Schedule of Quantities or in the Schedule of Rates mentioned in Bid document, whether or not specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said Schedule of Rates, as the case may be. Nothing extra shall be admissible for such operations.

a) Permissible deviation in work on account of extra /substitute and deviation shall be 10%

b) Expenditure on all works (after sanction of deviation/extra/substituted items) should not exceed 110% of the administrative approval (i.e. sanction from CFA before tendering which is based on estimated value) or 125% of the contract value whichever is lower.

c) Extra items with a total value beyond ₹50,000 which are not covered in the existing BOQ will, for approval purposes, be treated as STE (single tender enquiry)/Nomination work, and shall be processed in line with the applicable provision for STE in SPMCIL Procurement Manual.

12.0 WARRANTIES AND GUARANTEES

All manufacturers' warranties & guaranties for the equipments', applicable fittings and fixtures supplied by the contractor shall be passed on to the owner.

13.0 ALTERATIONS, ADDITIONS AND OMISSIONS

The architect can make a variation of the form, quality or quantity of the works or any part there of that may in his opinion, be necessary and for that purpose or if for any other reasons it shall, in his opinion be desirable he shall have power to under in writing to the contractor to do and the contractor shall do any of the following:

- (A) Increase or decrease in quantity of any work included in the contract within limits and as per terms given in GCC.
- (B) Omit any such work
- (C) Change the levels, lines, position and dimension of any part of the works and
- (D) Execute additional work of any kind necessary for completion of works & no such variation shall in any way vitiate or invalidate the contract. But the value, if any of all such variation, shall be taken into account in ascertaining the amount of the contract price.

14.0 APPROVALS

All Statutory approvals wherever required such as approval & NOC from local authorities for building plans, water supply & sewer connection, electricity connection, lifts, tree cutting, shifting and re-routing of services, etc. are the responsibility of the Purchaser unless specifically mentioned in the Tender document.

15.0 SELECTION OF SUB CONTRACTORS

The contractor shall employ only approved Sub-contractor for specialized items of work like STP, Waterproofing works, anti-termite, Structural Glazing, External Painting, Lifts etc. in case, in Owner/ Architect opinion, the main contractor is himself not licensed/ adequately experienced to carry out such works. For this purpose, the Contractor shall submit the complete profile of at least two Sub Contractors in each such specialized trade adequately experienced in their respective trades for approval of Owner/ Architect. In case the Contractor fails to submit necessary data or if the agencies as proposed by the Owner/ Architect (who shall not be required to give any reason thereof), such trades of work shall be got executed through agencies to be nominated by Owner/ Architect, with all cost implications & liabilities remaining the responsibility of the Contractor. In case the Contractor does not accept the decision of the Owner/ Architect on this account, this work shall be withdrawn from his contract & got executed at his risk & cost.

16.0 MEASUREMENTS

Computerized Measurement Book (CMB) /Measurement of work done Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.

All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book (CMB) and Computerized Level Book (CLB) having pages of A-4 size as per the format of the department so that a complete record is obtained of all the items of works executed under the contract.

All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his/her authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his/her authorized representative.

In case of CMB/CLB, after the necessary corrections made by the Engineer-in-Charge or his/her authorized representative, the measurement sheets/ shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance.

Whenever bill is due for payment, in case of CMB, the contractor would initially submit draft computerized measurement sheets and these measurement(s) would be got checked/ test checked from the Engineer-in-Charge and/ or his/her authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/ test checks in his draft computerized measurement(s) and submit to the department a computerized measurement book, duly bound, and with its pages machine numbered.

The Engineer-in-Charge and/ or his/her authorized representative would thereafter check this CMB /EMB and record the necessary certificates for their checks/ test checks.

The final, fair, computerized measurement book (CMB) / CLB given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurement(s) would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit afresh CMB / CLB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the department.

Thereafter, the CMB / CLB / shall be taken in the Divisional Office records, and allotted a number as per the Register of CMBs/ CLBs. This should be done before the corresponding bill is submitted to the Division Office for payment.

The contractor shall submit two spare copies of such CMBs/ EMBs/CLBs for the purpose of reference

and record by the various officers of the department.

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

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/levels by the Engineer-in-Charge or his/her authorized representative.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

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

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

It is also a term of this contract that checking and/or test checking the measurements/levels of any item of work in the CMB/ /CLB and/ or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

17.0 TESTING LABORATORY SET UP - NOT APPLICABLE

18.0 INCOMING MATERIAL REPORT

1. All material entering the site shall be properly recorded by contractor's representative with detail of INVOICE/challan, bill and quantity.
2. All equipment shall be inspected and tested as per an agreed quality Assurance Plan before the same is packed and dispatched from the Contractor's Works. The Contractor shall carry out tests

as specified/ directed by Engineer.

3. Contractor shall perform all such tests as may be necessary to meet requirements of Local Authorities, Municipal or other statutory laws/ byelaws in force. No extra shall be paid for these.
4. The Engineer may, at his sole discretion, carry out inspection at different stages during manufacturing and final testing after manufacturing.
5. Approvals or passing of any inspection by the engineer or his authorized representative shall not however, prejudice the right of the Engineer to reject the plan if it does not comply with the specification when erected or give complete satisfaction in service.
6. All materials and equipment found defective shall be replaced and the whole work again tested to meet the requirements of the specifications, at the cost of the contractor. Contractor has to obtain a performance certificate/approval for the complete layout of piping/equipment erected.
7. For all materials of approved make, contractor shall submit the MTC (Manufacturers Test Certificate) and further lab testing may be required for same. However, EIC at his sole discretion may ask to test certain samples of approved make and contractor shall abide by same.

19.0 QUALITY ASSURANCE PLAN

- 19.1 Quality Assurance Program shall be followed by the Contractor(s)/ sub-contractor(s) right from design stage to completion of the work in all the stages as per agreed Quality Assurance Program.

The detailed Quality Assurance Program for the Contract shall be mutually agreed and finalized with the successful tenderer after the award.

- 19.2 A Quality Assurance Program of Contractor shall generally cover but is not restricted to the following:

- Organization structure for the management and procedure for implementation of the Quality Assurance Program.
- Documentation to be maintained should clearly indicate details- of routine and periodical inspections and test reports including reporting frequencies, procedure, feedback data and any compliance required by technical consultant/ Project-in-charge or his representative.
- Inspection and test procedure for site, activities including list of minimum testing facilities to be created at site by the Contractor.
- Procedure of review and appraisal of inspection status/test results and compliance reports thereon, where so required.
- Systems for maintenance of records and submission of relevant copies/originals to technical consultant/ Project-in-charge as required.
- System for handling, storage and delivery of equipment and construction materials for use on works under the Contract.
- A quality plan (QP) details out quality test/checks for all materials, the process inspection, final inspection and testing envisaged during the execution of the Contract.
- The QP should also indicate briefly the test procedure frequency of various tests, applicable code/standard, tolerance limits/acceptance levels etc. for all type of works and for all stages of processing, under the scope of this Contract. These shall include but not be limited to the following:

- 1) All materials to be supplied and/or used on works under the Contract.
- 2) In process inspection stages of construction work.

The Quality Assurance Program including the inspection quality plans shall be mutually discussed and finalized with the successful Contractor. On such finalized document, Owner will indicate the customer inspection points/ stages beyond which work shall not proceed without the Owner's consent.

NOTE: Testing shall be carried out at frequency mentioned in CPWD Specification as applicable subject to minimum qty for one test is executed at site or as per direction of Engineer-in – charge as per site requirement

19.3 QUALITY ASSURANCE DOCUMENTS

19.3.1 The Contractor shall submit the following Quality Assurance Documents at prescribed stages during stage checks and/or completion of final inspection.

- Record of the inspection and various tests with checks and verifications of all customer inspection points, approved sketches, if used, as well as final inspection and test reports and records.
- Where it is to be done; all inspection and test procedures Non-destructive (ND) and other examinations, procedure, stress temperature charts add other repair procedures actually adopted during fabrication.
- All deviations / rectifications formats and reports are used to remove/make good deficiencies in respect of various non-conformities observed and recorded during execution.
- The Owner or his authorized representative reserves the right to carryout quality surveillance of the systems and procedures of the Contractor / sub-Contractors quality management system at "prior to", during and post execution stages of the works.

20.0 SPECIAL ITEMS FOR CONSTRUCTION

- *In case of non-availability of RMC plant in the vicinity of site or as per approval of the EIC. Contractor shall set up a mini batching plant at site of approved capacity. The batching plant should necessarily have a facility of computerized report output for each batch. Further as specified in SOR, the contractor shall get the design mix carried out at his own cost from a NABL accredited laboratory and get the same approved from EIC/ Architect.*
- *Required scaffolding for execution of works is in the scope of contractor and no claim /extra payment shall be made towards scaffolding for work at all levels.*

21.0 TECHNICAL MANPOWER - NOT APPLICABLE

22.0 SECURITIES OF MATERIALS / EQUIPMENTS ON RENT

Contractor shall be solely responsible for the security of the material at site and IGM NOIDA shall not be responsible for any loss/ theft of the materials.

- a) Materials required for the works, whether brought by the Contractor shall be stored by the Contractor only at places approved by the technical consultant/Project-in-charge, as storage and safe custody of material shall be responsibility of the Contractor.
- b) IGM NOIDA officials concerned with the Contract shall be entitled at any time to inspect and examine any materials intended to be used in or on the works, either on the site or at factory or

workshop or other place(s) where such materials are assembled, fabricated, manufactured or at any place(s) where these are lying or from which these are being obtained and the Contractor shall give such facilities as may be required for such inspection and examination.

- c) All materials brought to the site shall become and remains the property of the IGM NOIDA and shall not be removed off the site without the prior written approval of the technical consultant/Project-in-charge. But whenever the works are finally completed and advance, if any, in respect of any such material is fully recovered, the Contractor shall at his own expenses forthwith remove from the site all/surplus material originally supplied by him and upon such removal, the same shall become the property of the Contractor.

23.0 CONTRACTOR PERSONNEL AT SITE:

List of persons employed by Contractor for the subject work mentioning their residential address shall be submitted to IGM NOIDA. In case of any revision, the same shall be informed to IGM NOIDA from time-to-time. If required, the necessary verification from Police shall have to be submitted by the contractor.

The Contractor shall be directly responsible for any/all disputes arising between him and his personnel and keep indemnified against all losses, damage and claims arising thereof.

Within the IGM NOIDA's premises, the Contractor's personnel shall not do any private work other than their normal duties.

The personnel engaged by the Contractor shall be subject to a security check by the IGM NOIDA's security staff while entering/leaving the premises. The contractor & his personnel shall be required to follow the rules and regulations of IGM NOIDA in force from time to time. The contractor may also be required to provide photo passes to the personnel required by him, for security and safety reasons and furnish the details of the same when asked for.

No other person except Contractor's authorized representative shall be allowed to enter IGM NOIDA premises Contractor shall also not entertain any outsider or extend any service beyond IGM NOIDA's premises. Entry of Contractor's persons shall be regulated with proper identity/gate pass.

The contractor shall be fully responsible for theft, burglary, fire or any mischievous deeds by his staff and any loss to IGM NOIDA shall be recovered from the immediate bill of the Contractor.

Contractor shall provide all necessary tools and tackles, equipments, safety belt, wheel burrow, scaffolding, ladders, drilling m/c & safety equipment etc. required to carry out job at his cost and material used by Contractor shall be of standard make and approval of Engineer-In-Charge shall be taken for the same.

IGM NOIDA also reserves the right to ask the Contractor to remove particular person(s) from site with immediate effect if in the opinion of IGM NOIDA, his behavior/performance is not up to the mark and/or found indulging in unlawful activities, Contractor shall immediately comply with such instructions.

It will be the responsibility of the contractor's engineer to ensure that their personnel behave in a proper manners and behavior and not to undergo the argument with the employees. It will be the responsibility of the Contractor's Engineer to deal with such complaints or co-ordinate with the IGM NOIDA Engineer.

24.0 SETTING OUT THE WORKS

The Technical consultant/ Project-in-charge shall supply dimensioned drawings, levels and other information necessary to enable the Contractor to set out the works and the Contractor shall set out the works and be responsible for the accuracy of the same. He shall rectify at his own cost and to the satisfaction of the Technical consultant/Project-in-charge any error found at any stage which may arise through in accurate setting out unless such error is based on incorrect data furnished in writing by the Technical consultant/Project-in-charge, in which case the cost of rectification shall be borne by the IGM NOIDA. The Contractor shall protect and preserve all benchmarks used in setting out the works till end of the Defects Liability Period unless the technical consultant/Project-in-charge direct their earlier removal.

25.0 SITE DRAINAGE

All water, which may accumulate on the site during the progress of the works or in trenches and excavations, shall be removed and drained out from the site to the satisfaction of the technical consultant/ Project-in-charge by the Contractor at his expense.

26.0 CONTRACTOR'S SUPERVISION

The Contractor shall either himself supervise the execution of the works or shall appoint a competent representative approved by the technical consultant/Project-in-charge. If the Contractor has himself not sufficient knowledge and experience to be capable of receiving instructions or cannot give his full attention to the works, the Contractor, shall at his own expense, employ as his accredited representative an engineer approved by the technical consultant/Project-in-charge. Orders given to the contractor's representative shall be deemed to have the same force if these had been given to the Contractor himself. If the Contractor fails to appoint a suitable representative as directed by the Technical consultant/Project-in-charge, the Technical consultant/Project-in-charge shall have full power to suspend the execution of the works until such date as a suitable representative is appointed and the Contractor shall be held responsible for the delay so caused to the works.

27.0 INSPECTION AND APPROVAL

27.1 All works embracing more than one process shall be subject to examination and approval at each stage thereof or one stage as per instruction of technical consultant/ Project-in-charge. The Contractor shall give due notice to the technical consultant/ Project-in-charge or his authorized representative when each stage is ready. In default of such a notice, the technical consultant/ Project-in-charge shall be entitled to appraise the quality by such measures as considered appropriate, at the cost of the Contractor.

27.2 No work shall be covered up or put out of view without the approval of the Technical consultant/ Project-in-charge or his authorized representative and the Contractor shall afford full opportunity and facility for examination and measurement of any work which is about to be covered up or put out of view, this applies to examination of foundation also before permanent work is placed thereon. The Contractor shall give due notice in writing to the Technical consultant/ Project-in-charge or his authorized representative whenever any such work or stage of work including foundation work is ready for examination prior of start of concreting or covering up of the foundation and the Technical consultant/ Project-in-charge or his representative shall without reasonable delay, unless he considers it unnecessary and advises the Contractor in writing accordingly, attend for the purpose of examining and measuring such work or of examining such foundations. In the event of the failure of the Contractor to give such notice in writing he shall, if required by the technical consultant/ Project-in-charge, uncover and dismantle such work at the Contractor's expense.

27.3 The Technical consultant/ Project-in-charge or his representative shall have powers at any time to inspect and examine any part of the works and the Contractor shall give such facilities as may be required for such inspection and examination.

28.0 CONTRACTOR'S LIABILITY AND INSURANCE

28.1 Insurance Requirements: After award of work, the contractor is required to take Workmen compensation policy and Comprehensive all risk policy for the works for the full duration of the contract, including any extension thereof and for periods when the contract is extended for any reason at his own expenses.

Labour Cess of 1% (or as per prevailing rate, if applicable) under BOCW Act to be deposited by contractor to concerned authority, and proof to be submitted along with RA/Final bills.

29.0 SAFETY REGULATIONS

The contractor shall abide by all safety regulations and ensure that safety equipment, PPE's for specific job is issued to the employee during the execution of work, failing which all the works at site will be suspended. No work shall be allowed unless proper working condition and required PPE's are made available by the contractor to ensure safe performance of the work in the working area.

30.0 PHOTOGRAPHS/ LABOUR PERMISSION/ VEHICLE PERMISSION

The contractor shall arrange to make photo gate passes /labour permissions/ vehicle passes etc. for his persons/ labours/ vehicles for working in site plant premises at his own cost as rules of the company.

31.0 SECURITY

The contractor shall have total responsibility for all equipment and materials in his custody stores loose, semi-assembled and/or erected by him at site. All materials in the contract shall enter or leave the site only with the written permission of the Engineer-in-Charge.

32.0 SPECIAL NOTE TO TENDERERS

While quoting the rates in the tender by the tenderer they should consider all the provisions of the tender including statutory requirement prevailing during the course of the contract.

The special conditions of contract supersede the relevant clauses of General Conditions of Contract.

33.0 CONSTRUCTION MATERIAL AND EQUIPMENT:

The contractor shall ensure all equipment and material to be available on site required for execution of works as per tender specifications and to the satisfaction of the EIC.

The material and equipment shall not be demobilized or removed from the site without prior written approval of the IGM NOIDA.

In case of any default on the above provisions after the award of contract, the bidder shall be liable for penal action including cancellation of contract and forfeiture of security deposit and further legal action.

The Engineer in Charge may direct the contractor for additional machines and equipments as per the need of the work whenever it is felt necessary by him.

34.0 CONDITIONS

The tenderer / contractor must visit the premises and ascertain the type and nature of work before quoting the rates. It is understood that the tenderer / contractor has satisfied himself with the information and knowledge required before bidding and as quoted rates shall remain firm during the currency of the contract.

The quoted rates shall include all costs for transportation of material to and from the premises as and when required. Nothing extra is payable on this account. Transportation of any wastage, exchange of rejected or defective material, surplus material etc. shall have to be arranged by the tenderer/contractor at his own risk and costs. Also, any material brought inside or taken out of the premises shall have the necessary prior permission to do so.

The rates shall also be deemed to cover working under any adverse conditions that may be required at the convenience of the occupants and under the supervision of the contractor. The rates shall also be deemed to include cost towards all essential/contingent works, tools and tackles and any other material that may have to be taken up for the effective completion of this contract.

For the execution of this Contract Agreement, Engineer-in-charge (EIC) would mean the person nominated by IGM NOIDA for this purpose or person(s) duly authorized by EIC.

All serviceable old material generated during the execution of the subject work shall be stacked and taken out of the IGM NOIDA premises by the contractor for their own use and IGM NOIDA shall not charge any cost for the same. Accordingly, the tenderer shall quote the rates after considering the salvage cost of the above serviceable material.

Material not found conforming to tender requirement, shall have to be unconditionally replaced by the tenderer/contractor and any damage caused by its use be made good by him.

The tenderer should take into consideration while quoting, the necessary expenses to be born by the contractor on account of testing of material to be conducted as per the frequency prescribed by Latest Published CPWD specifications.

The contract shall be carried out in a workman like manner and the workers will abide by all IGM NOIDA rule and norms while inside the premises. They shall also restrict movement to their place of work only. The workman shall work in close co-ordination of any other agencies working at site. This shall be adhered to at no extra cost.

The tenderer/ contractor shall be responsible for any injury caused to persons, animals or things (fittings/ fixtures/ furnishings etc.) any damage caused to any property of IGM NOIDA etc., which may arise from the operations or neglect of any person of the tenderer/ contractor's team, or any person engaged by him for any purpose related to the execution of this contract. This clause shall include inter alias, any damage to buildings, roads, streets, footpaths etc. adjacent to or otherwise to the premises. The tenderer/contractor shall indemnify IGM NOIDA of all liabilities arising out of his operations in any way under any acts of the Government and in award of any compensation or damaged consequent upon any claim arising out of the above. The tenderer/contractor shall further make good all damage caused thus either to IGM NOIDA or any third party.

The tenderer shall indemnify IGM NOIDA under Workmen's Compensation Act, Fatal Accident Act, Personal Injuries Act, Insurance Act etc. and or their Industrial Legislation in force from time to time. The contractor/ tenderer shall indemnify IGM NOIDA for compliance with the labour laws.

In the event of any accident occurring during work, which may result in any injury to a person, the responsibility of their medical treatment will fully rest with the tenderer/contractor and expenditure incurred thereon will be borne entirely by the tenderer/contractor. IGM NOIDA shall be totally indemnified from any liability whatsoever.

35.0 Theoretical consumption of Material

- (i) After completion of the work and also at any intermediate stage in the event of Non reconciliation of materials issued theoretical quantity of materials used in the work shall be calculated on the basis and method given hereunder: -
 - (a) Quantity of cement & bitumen shall be calculated on the basis of quantity of cement & bitumen required for different items of work as shown in the Schedule of Rates mentioned in Schedule 'F'. In case any item is executed for which standard constants for the consumption of cement or bitumen are not available in the above mentioned schedule/statement or cannot be derived from the same shall be calculated on the basis of standard formula to be laid down by the Engineer-in-Charge.
 - (b) Theoretical quantity of steel reinforcement or structural steel sections shall be taken as the quantity required as per design or as authorized by Engineer in- Charge, including authorized lappages, chairs etc. plus 3% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual, each diameter wise, section wise and category wise separately.
 - (c) Theoretical quantity of G.I. & C.I. or other pipes, conduits, wires and cables, pig lead and G.I./M.S. sheets shall be taken as quantity actually required and measured plus 5% for wastage due to cutting into pieces (except in the case of G.I./M.S. sheets it shall be 10%), such determination & comparison being made diameter wise & category wise.
 - (d) For any other material as per actual requirements.
- (ii) Over the theoretical quantities of materials so computed a variation shall be allowed as specified for nonscheduled items, the decision of the EIC regarding theoretical quantities of materials which should have been actually used, shall be final and binding on the contractor.
- (iii) The said action under this clause is without prejudice to the right of the Government to take action against the contractor under any other conditions of contract for not doing the work according to the prescribed specifications.
 - Variations permissible on theoretical quantities:

For Cement
 For works with estimated cost put to tender not more than Rs. 25 lakh.---- 3% plus/minus.
 For works with estimated cost put to Tender more than Rs. 25 lakh.----- 2% plus/minus.

 - Bitumen All Works 2.5% plus & only & nil on minus side.
 - Steel Reinforcement and structural steel Sections for each diameter, section and category -2% plus/minus

All other materials. ----- NIL

Compliances under various Labour Laws

The Contractor has to fully comply with all applicable Labour Laws and Regulations passed, modified and notified from time to time by the Central, State and Local Government agencies/authorities. Specific attention of the Contractor is drawn to the following obligations amongst others:

1. The Minimum Wages Act, 1948, Payment of Wages Act, 1936 and Payment of Bonus Act 1965 or The Code on Wages, 2019 (after it comes into force)

1.1. Minimum Wages:

During the tenure of the contract, the Contractor must ensure the payment of minimum wages, as notified by the Central Government or State Government whichever is higher, as per the provisions of the Minimum Wages Act, 1948 / Code on Wages, 2019 (after it comes into force).

- a. **Wage period and monthly wages:** Wage period shall be monthly and wages for a month shall be calculated by multiplying daily rate of Minimum Wages by 26. The monthly wages include the wages of the weekly days of rest as applicable to the office/establishment of IGM NOIDA.

Deduction in case of any days of absence other than weekly days of rest shall be calculated using the following formula:

$$\text{Deduction for absence} = \text{days of absence} \times \text{applicable wage rate}$$

1.2. Payment of Wages:

- a. The Contractor shall disburse monthly wages **through e-banking / digital mode through cashless transaction only**, and avoid illegitimate deductions and maintain records / returns as prescribed. The Contractor shall be solely responsible for the payment of wages and other dues to the resources, if any, deployed by him latest by 7th day of the subsequent month as per the provisions of the Payment of Wages Act, 1936 / as applicable under Code on Wages, 2019 (after it comes into force) in the presence of Engineer In-charge (EiC) or authorized representative of IGM NOIDA. After disbursement of wages, the representative of the Contractor and EiC/ authorized representative of IGM NOIDA have to certify the payment of wages to the resources and sign the Wage Register - Form B (under The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017) / FORM-I of Code on Wages, 2019 (after it comes into force) with specific seal detailing name/designation/Company.

1.3. Payment of Bonus:

Contractor shall ensure payment of bonus as per the provisions of the Payment of Bonus Act, 1965 / Code on Wages, 2019 (after it comes into force). Present minimum rate of payment of Bonus as per the Payment of Bonus Act, 1965 is 8.33% of minimum wages per month or 8.33% of Rs.7,000/- per month whichever is higher. The rate shall be subject to amendments made from time to time to the legislation.

Payment of Bonus / ex-gratia shall be made preferably before Deepawali festival falling after the end of relevant financial year(s) and the balance payment at the time of closure of contract.

For service contracts, the payment towards the bonus/ex-gratia (**made on yearly basis**) shall be released / reimbursed to the contractor, after submission of proof of payment. No reimbursement shall however be applicable in works contract.

2. Leaves/ Leave with wages/ Holiday:

The Contractor shall comply with all the applicable leave Rules including leave with wages in terms of applicable labour legislations i.e. Factories Act, 1948 / Shops & Establishment Act/ Industrial Establishment (national & festival holidays, casual & sick leave) Act, 1965.

The Contractor shall extend the leave with wages and maintain the Register of Leave pertaining to the resource deployed. The payment towards un-availed leave, as per the Factories Act, 1948 / Shops & Establishment Act, shall be settled with the resource at the time of closure of the contract or separation of resource from the contract by the contractor.

- I. As per the **Factories Act, 1948 (if applicable): - Annual** Leave with Wages@ 01 day for every 20 days of work performed by him in the previous calendar year becomes due.
- II. As per the **Shops & Establishment Act (if applicable): - Privilege** Leave not less than 15 days and Sickness/Casual Leave not less than 12 days (this provision may vary from state to state).
- III. As per the **Industrial Establishment (National & Festival Holidays, Casual & Sick Leave) Act, 1965 / Negotiable Instrument Act 1881 / Shops & Establishment Act (as applicable):** (a) three national holidays of one whole day each on the 26th January, 15th August and 2nd October (b) five other holidays on any of the festivals specified in the - Schedule appended to this Act. (c) Every worker shall in each calendar year, be allowed by the employer 07 casual leave and 14 sick leave in such manner and on such conditions as may be prescribed (This provision may vary from state to state).

3. The Employees' Provident Fund & Miscellaneous Provisions Act 1952

- a) The Contractor shall have independent PF code no. with the RPFC as required under the Employees' PF & Misc. Provisions Act, 1952.
- b) The Contractor has to ensure compliance (as per prevailing rates) and extend benefits under the Employees' Provident Fund Scheme 1952, the Employees' Pension Scheme 1995 & the Employees' Deposit Linked Insurance Scheme, 1976 to the resources deployed by him.
- c) The Contractor is required to submit copies of ***separate e-Challans / ECR alongwith proof of payment/receipt*** in respect of resources engaged through this contract only, on monthly basis. **Common challans would not be acceptable in IGM NOIDA.** The Contractor should submit copies of previous months EPF e-Challans / ECR alongwith current month's bill. The TRRN. No. of the ECR would be verified online from EPFO portal by the Engineer-in-charge to confirm the status of payment and names of the resources deployed.
- d) **PF is mandatory irrespective of the number of resources deployed** by the Contractor under this contract. **PF membership and deposit of PF contribution is also mandatory even if the wage payment to the resource is exceeding the prescribed monthly wage ceiling (i.e. Rs. 15,000/-)**

Under the Employees' PF & Misc. Provisions Act, 1952 and in such case the liability of the Contractor towards PF contribution shall be limited to the prescribed monthly wage ceiling notified from time to time (i.e. Rs. 15,000/- currently).

- e) In case, the Contractor deploys any "**International Worker**", the Contractor should also make compliance under para 83 of EPF Scheme, 1952 i.r.o the "International Workers" and must register on the ***International Worker Portal of EPFO.***

4. The Employees' State Insurance Act, 1948 (If applicable and as per prevailing rates)

- a) The Contractor shall have his own ESI code No. allotted by Employees' State Insurance Corporation (ESIC) as required under the Employees' State Insurance Act, 1948.'
- b) The Contractor has to arrange **Smart Cards (i.e. ESI Identity Card) /e-Pehchan Card** for the resource(s) engaged by him from the Corporation.

5. The Employees' Compensation Act 1923 (wherever applicable)

In case, the work place is out of the notified coverage area under ESIC i.e. ESIC is not implemented in the area **or** in case of excluded employees under ESIC, the Contractor is required to take Employee Compensation / Workmen Compensation Policy from IRDAI approved Insurance Company taking into consideration the **maximum compensation liability** as per provisions of Employees' Compensation Act, 1923. It must be ensured that the contractor/contracting firm should extend coverage to the contract workers through Employee Compensation Policy, to meet the **Compensation Liability** under **Employee's Compensation Act, 1923** along with **Medi-claim Floater Policy with a coverage of Rs. 3 Lakhs per resource covering his/her spouse and two children.**

6. Group Personal Accident Insurance Policy

The Contractor is required to take a Group Personal Accident Insurance Policy with coverage of **Rs. 5 Lakhs** (covering death, permanent disability+ partial disability) per resource for the entire period of contract covering all resources deployed under the contract.

7. The Payment of Gratuity Act, 1972

In case of Death or permanent disablement of a resource during execution of work under the contract, the Contractor has to pay the Gratuity as per the provision under the Payment of Gratuity Act, 1972 to the nominee(s) of the resource as per the details maintained in the duly signed Nomination Form maintained by the Contractor. The proof of disbursement may be submitted to the EiC for claiming reimbursement of amount paid towards death Gratuity from IGM NOIDA.

8. The Contract Labour (R&A) Act, 1970

- a) The Contractor is required to obtain Labour license under the provisions of the Contract Labour (R&A) Act, 1970 from the office of Licensing Officer, Central Labour Authority, Ministry of Labour and Employment, Govt. of India having jurisdiction of the Region.
- b) The Contractor shall discharge obligations as provided under the Contract Labour (R&A) Act, 1970 rules and regulations framed under the same and enforced from time to time.
- c) The Contractor shall ensure regular and effective supervision and control over the resources deployed for which a supervisor / representative of the Contractor should be available at all the times for giving suitable direction for undertaking the Contractual Obligations.

- d) The Contractor is solely responsible for payment of wages to each resource deployed by him and such wages shall be paid before the expiry of such period as may be prescribed.
- e) It shall be the duty of the Contractor to ensure the disbursement of wages to resource(s) through e-banking/digital mode. In case the resource does not have a bank account, the disbursement of wages may be made in cash in the presence of the Engineer-in-charge/ authorized representative of IGM NOIDA initially and Contractor shall simultaneously arrange for opening the bank account of each contract labour deployed by him.
- f) In case, the Contractor fails to make payment of wages and deposit of PF contribution within the prescribed period or makes short payment of wages/ short deposit of PF contribution, it shall be treated as FAILURE and action as per the provisions of General Conditions of Contract shall be taken. Further, IGM NOIDA as Principal Employer, will make payment of wages in full or the unpaid balance due, as the case may be, to the resource(s) deployed by the Contractor and deposit the PF contribution with PF authorities. Such amounts will be recovered from the Contractor either by deduction from any amount payable to the Contractor under any contract or as a debt payable by the Contractor.
- g) Labour Identification Number (i.e. LIN) Registration (Mandatory): The Unified Shram Suvidha Portal, developed by Government of India, facilitates reporting of Inspections & submission of Returns and has also been envisaged as a single point of contact between employer, resources and enforcement agencies bringing in transparency in their day-to-day interactions. For integration of data among various enforcement Agencies, the Contractor, as an inspectable unit, is required to register and obtain Labour Identification Number (i.e. LIN) from Shram Suvidha Portal and submit the same in IGM NOIDA.

9. The contractor is required to comply with all applicable labour laws and regulations including, but not limited to the following:

- a) The Factories Act, 1948/ The Shops & Establishment Act, 1948 (which ever applicable)
- b) The Maternity Benefit Act, 1961
- c) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1979 & Building and Other Construction Workers Welfare Cess Act, 1996
- d) The Inter State Migrant Workmen (RECS) Act 1979 (if applicable)
- e) Contract Labour (R&A) Act-1970
- f) Employees' Provident Fund & Misc. Provisions Act- 1952
- g) Employees' State Insurance Act-1948
- h) Employees' Compensation Act,
- i) 1923 Payment of Gratuity Act, 1972
- j) Minimum of Wages Act,1948
- k) The Payment of Wages Act,1936
- l) The Payment of Bonus Act,1965

Responsibilities of the Contractor

1. The Contractor shall be solely responsible and indemnify IGM NOIDA against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of resources, if any, deployed by him.
2. The Contractor shall indemnify IGM NOIDA against all losses or damages, if any, caused to it on account of acts of the resource(s) deployed by him.
3. The Contractor shall indemnify IGM NOIDA from all claims, demands, actions, cost and charges etc. brought by any court, competent authority / statutory authorities against IGM NOIDA.
4. The Contractor shall also indemnify IGM NOIDA for any action brought against him for violation, non-compliance of any act, rules & regulation of center / state / local statutory authorities.
5. All resources deployed by the Contractor are deemed to be on the rolls of the Contractor.
6. **Age:** No resource below the age of 18 years shall be deployed by the contractor for the execution of the contract. However, maximum age of resources deployed under the contract would be 60 years. (In case of Security and Fire & Safety Services, no resource below the age of 18 years shall be deployed by the contractor for the execution of the contract. However, in view of nature of business operation and nature of duty, for efficacy & efficiency purpose, resources will be deployed up to the age of 58 years. However, the age limit can be relaxed for a further period of two (02) years up to the age of 60 years if the contract worker is competent, efficient and medically fit i.e. physically fit with good health, good eye sight without any disease. The contractor has to produce Medical Fitness Certificate, to this effect, against such contract workers if deployed beyond 58 years.)
7. **Appointment/Nomination of supervisor:**
As a part of the contract, the Contractor is required to appoint/nominate a supervisor (s) who will supervise, control and give directions to the resource(s) for discharging the contractual obligations. Accordingly, the Contractor has to give in writing the name and contact details of the supervisor (s) to the EIC. A copy of the same is also to be sent to HR In-charge and Security In-charge for records.
8. A copy of the Notification of Award of Contract (NAC) should be submitted to the Security Department by the Contractor / his representative or supervisor for facilitating the movement of resource(s) including machine & materials involved in the contract.
9. The resources to be deputed/ deployed by the Contractor shall observe all security, fire and safety rules of IGM NOIDA while at the site/work. All existing and amended safety / fire rules of IGM NOIDA are to be followed at the work site by the Contractor and his deployed resource(s).
10. **Personal Protective Equipment/ Safety Kit and Liveries:** Contractor shall ensure adequate supply of personal protective equipment / Safety Kit and Liveries as mentioned in the Scope of Work to all such resources deployed.
11. In case of accident, injury or death caused to the resource(s) while executing the Work under the contract, the Contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify IGM NOIDA from such liabilities.
12. The Contractor shall not deploy any resource suffering from any contagious or infectious disease. The Contractor shall get the deployed resource(s) examined from a civil Govt. Doctor / IGM NOIDA's Doctor.
13. No resource(s) or representatives of Contractor (including Contractor) be allowed to consume

alcoholic drinks or any narcotics within the premises of IGM NOIDA (including Plant, Office and Residential etc.). If found under the influence of above, the Contractor shall immediately replace that resource(s) with intimation to the EIC.

14. While engaging / deploying the resources, the Contractor is required to make efforts to provide opportunity of employment to resources belonging to ***Schedule Caste, Schedule Tribe and Other Backward Class*** in order to have a fair representation of these sections of the society.

15. The Contractor is required to maintain all Registers and other records in an ***office*** within the premises of IGM NOIDA or at a place ***within a radius of three kilometers***.

16. Contractor shall provide proper ***Employment cards (FORM XII)*** for the resource to be deployed by him, duly signed by the Contractor or authorized person on behalf of Contractor.

17. **Gate/ Entry Pass or Authorization:**

Entry to the premises of IGM NOIDA is restricted and is subject to appropriate entry authorization in the prescribed format of a Gate Pass or any other entry authorization w.r.t police verification as per instruction of Security department from time to time. Similarly, entry for material/ equipment's/ tools/ tackles etc. is restricted & subject to entry authorization by security department.

18. The Contractor shall issue ***Identity cards*** in his firm's name to the resource deployed.

19. Discipline of the resource(s) during discharge of duties must be regulated by the Contractor himself or by his representative.

20. **Police verification**

a) The Contractor (including his sub-Contractors/Petty Contractors etc, if allowed) will undertake police verification in respect of the resource(s) engaged by him in IGM NOIDA's premises. Such verification will have to be carried out from concerned police station of their permanent place of residence/present place of residence.

b) Further, the Contractor is advised not to deploy any resource having past criminal record in the establishment/premises of IGM NOIDA under this contract awarded to him.

c) In the event of violation of above clauses at (a) and (b), the Contractor will be solely responsible for the same.

d) If any such resource(s) having criminal record is deployed by the Contractor in the premises of IGM NOIDA and has come to the notice of IGM NOIDA at any point of time, the Contractor shall immediately replace that resource(s), failing which that particular resource(s) of the Contractor will not be allowed to enter into the premises of IGM NOIDA.

21. While confirming to any of these conditions, the Contractor must ensure that all applicable Laws of State regarding labour, their welfare, conduct etc. are complied.

22. *The contractor shall ensure the KYC of contract workers in EPFO portal at all time during the period of contract and submit a proof of the same to the Engineer-in-charge.*

23. *The contractor shall ensure that the nomination of contract workers deployed by him under the said contract is duly updated in the EPFO Portal.*

Records and Registers

1. Maintenance of records and registers

The Contractor is required to maintain statutory records and registers for applicable labour laws as prescribed under the following rules:

- a) Ease of Compliance to Maintain Registers under the various Labour Laws, 2017
- b) Rationalization of Forms and Reports under Certain Labour Laws Rules, 2017
- c) Labour Codes (after they are made effective by Government of India)

2. The Contractor has to maintain the following (but not limited to) Registers/ Forms/ Reports / Returns at all times:

- a) Employee Register in FORM A (to be replaced by FORM-IV of Code on Wages-2019 after it comes into force)
- b) Wage Register in FORM B (to be replaced by Register of Wages, Overtime, Fine, Deduction for damage and Loss in FORM-I of Code on Wages-2019 after it comes into force)
- c) Register of Loan / Recoveries in FORM C
- d) Attendance Register in FORM D
- e) Register of rest/leave/leave wages in FORM E
- f) Copies of Wage Slips in FORM XIX (to be replaced by FORM- V of Code on Wages-2019, after it comes into force)
- g) Copies of Employment Card in FORM XII

3. Documents to be submitted by the Contractor to EIC at various stages during the currency of the contract

a) Immediately after issuance/receiving of(Letter of Acceptance (LOA))

- i. Details as required for issuance of **FORM - VII (Notice of Commencement of Work)**
- ii. Application for issuance of **FORM -III (Form of Certificate by Principal Employer)** for obtaining Labour License from Licensing Authority for engaging 20 or more resources.
- iii. Copy of **FORM - VI (License)** before commencement of work if 20 or more resources are engaged.
- iv. Copy of **Provident Fund Registration Certificate** issued by concerned Regional Provident Fund Commissioner.
- v. Copy of **ESI Registration Certificate** issued by concerned ESIC.
- vi. Copies **Insurance Policy(ies)** as mentioned *at Annexure-iv*
- vii. Copy of **Labour Identification Number (i.e. LIN)** Registration done in **Shram Suvidha Portal** of Govt. of India.
- viii. Copy of registration under the Building and Other Construction Workers (RE&CS) Act, in case he employs ten or more building workers in any building or other construction work.

b) At the time of submission of monthly bills

- i. Copy of **Employee Register in FORM - A** under The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017 (to be replaced by FORM-IV (of Code on Wages-2019, after it comes into force).

- ii. Copy of **Wage Register in FORM-B** under The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017 (to be replaced by Register of Wages, Overtime, Fine, Deduction for damage and Loss in FORM-I of Code on Wages-2019, after it comes into force) duly certified by **authorized representative** of the Contractor and **authorized person** in IGM NOIDA certifying as "***Certified that the amount shown in the column No has been paid to the workman concerned in my presence on-----(date) at-----(place)***" along with **copy of bank statement** duly certified by bank and *copy of online transaction statement against each resource with details of name, account number, amount paid & date of payment* as proof of **Cashless Transaction / Payment of wages through e-banking/digital mode.**
- iii. As a part of compliance and proof of depositing Provident Fund, EDLI and ESI contributions the Contractor shall submit copies of the ***Separate e-Challans / ECR***, bank receipts/bank statement in respect of resources deployed i_v. IGM NOIDA in the previous month in this contract. The documents should also contain details of resources, PF account No., ESI No., contributions of resources and employer etc.
- iv. Dully filled in statement as per ***Annexure- i.***
- v. Copy of Wage Slips in FORM XIX
- vi. *Proof of deposit of Cess under The Building and Other Construction Workers' Welfare Cess Act, 1996, (if applicable)*

c) At the time of closure of contract

- i. **Indemnity Bond** of Rs. 100/- duly notarized from Notary indemnifying IGM NOIDA from all liabilities w.r.t. the resource engaged by the Contractor regarding payment of wages, Provident Fund/ESI contributions, Insurance and other statutory payments. Format for Indemnity Bond is enclosed ***at Annexure- ii.***
- ii. Copy of the **Wage Register in FORM- B** (to be replaced by FORM-I of Code on Wages-2019 after it comes into force) for the last month.
- iii. Copies of **Service Certificates** issue to resource in **FOR.1\1 VIII**
- iv. Copy of the ECR related to EPF and ESIC Compliance in respect of Resource.
- v. Details as required for issuance of **FORM- VII (Notice of Completion of Work)**
- vi. Copies of FORM-C & FORM -D under the Payment of Bonus Act 1965 as proof of payment towards Bonus.
- vii. Copy of proof towards release of Leave Encashment
- viii. Copies of No Dues Certificate from contract workers stating they have received all statutory payments and social benefits.
- ix. *Proof towards PF KYC compliance of contract workers*
- x. *Proof of deposit of total Cess under The Building and Other Construction Workers' Welfare Cess Act, 1996, (if applicable) with final assessment from respective Cess Collector(s).*

1. Verifications of bills and documents submitted by the Contractor

Before certifying/verifying the running/ final bill/invoice of the Contractor, the designated EIC of the respective contract of IGM NOIDA, shall verify from the ECRs of PF/ESI, through respective web portals, the detail/status of the payment made by the Contractor. In case the information furnished by the Contractor is found to be incorrect, IGM NOIDA shall take appropriate action against the Contractor under relevant conditions as available in the tender document.

Model Rules for the Protection of Health and Sanitary Arrangements for Workers Employed by SPMCIL. or its Contractors

1. APPLICATION

These rules shall apply to all buildings and construction works in charge of SPMCIL in which twenty or more workers are ordinarily employed or are proposed to be employed in any day during the period during which the contract work is in progress.

2. DEFINITION

Work place means a place where twenty or more workers are ordinarily employed in connection with construction work on any day during the period during which the contract work is in progress.

3. FIRST-AID FACILITIES

- I. At every work place, there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.
- II. The first-aid box shall be distinctly marked with a red cross on white back ground and shall contain the following equipment: -
 - (a) For work places in which the number of contract labour employed does not exceed 50- Each first-aid box shall contain the following equipments: -
 - (i) 6 small sterilised dressings.
 - (ii) 3 medium size sterilised dressings.
 - (iii) 3 large size sterilised dressings.
 - (iv) 3 large sterilised burn dressings.
 - (v) 1 (30 ml.) bottle containing a two per cent alcoholic solution of iodine.
 - (vi) 1 (30 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
 - (vii) 1 snakebite lancet.
 - (viii) 1 (30 gms.) bottle of potassium permanganate crystals.
 - (ix) 1 pair scissors.
 - (x) 1 copy of the first-aid leaflet issued by the Director General, Factory Advice Service and Labour Institutes, Government of India.
 - (xi) 1 bottle containing 100 tablets (each of 5 gms.) of aspirin.
 - (xii) Ointment for burns.
 - (xiii) A bottle of suitable surgical antiseptic solution.
 - (b) For work places in which the number of contract labour exceed 50. Each first-aid box shall contain the following equipments.
 - (i) 12 small sterilised dressings.
 - (ii) 6 medium size sterilised dressings.
 - (iii) 6 large size sterilised dressings.
 - (iv) 6 large size sterilised burn dressings.
 - (v) 6 (15 gms.) packets sterilised cotton wool.
 - (vi) 1 (60 ml.) bottle containing a two per cent alcoholic solution iodine.

- (vii) 1 (60 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
- (viii) 1 roll of adhesive plaster.
- (ix) 1 snake bite lancet.
- (x) 1 (30 gms.) bottle of potassium permanganate crystals.
- (xi) 1 pair scissors.
- (xii) 1 copy of the first-aid leaflet issued by the Director General Factory Advice Service and Labour Institutes /Government of India.
- (xiii) A bottle containing 100 tablets (each of 5 gms.) of aspirin.
- (xiv) Ointment for burns.
- (xv) A bottle of suitable surgical antiseptic solution.

- III. Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.
- IV. Nothing except the prescribed contents shall be kept in the First-aid box.
- V. The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.
- VI. A person in charge of the First-aid box shall be a person trained in First-aid treatment in the work places where the number of contract labour employed is 150 or more.
- VII. In work places where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance from the works. First-aid posts shall be established and run by a trained compounder. The compounder shall be on duty and shall be available at all hours when the workers are at work.
- VIII. Where work places are situated in places which are not towns or cities, a suitable motor transport shall be kept readily available to carry injured person or person suddenly taken ill to the nearest hospital.

4. DRINKING WATER

- I. In every work place, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking.
- II. Where drinking water is obtained from an Intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.
- III. Every water supply or storage shall be at a distance of not less than 50 feet from any latrine drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and waterproof.
- IV. A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

5. WASHING FACILITIES

- I. In every work place adequate and suitable facilities for washing shall be provided and maintained for the use of contract labour employed therein.
- II. Separate and adequate cleaning facilities shall be provided for the use of male and female workers.

- III. Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

6. LATRINES AND URINALS

- I. Latrines shall be provided in every work place on the following scale namely: -

- (a) Where female are employed, there shall be at least one latrine for every 25 females.
- (b) Where males are employed, there shall be at least one latrine for every 25 males.

Provided that, where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females as the case may be upto the first 100, and one for every 50 thereafter.

- II. Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.
- III. Construction of latrines: The inside walls shall be constructed of masonry or some suitable heat-resisting nonabsorbent materials and shall be cement washed inside and outside at least once a year, Latrines shall not be of a standard lower than borehole system.
- IV. (a) Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the majority of the workers "For Men only" or "For Women Only" as the case may be.
(b) The notice shall also bear the figure of a man or of a woman, as the case may be.
- V. There shall be at least one urinal for male workers upto 50 and one for female workers upto fifty employed at a time, provided that where the number of male or female workmen, as the case may be exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females upto the first 500 and one for every 100 or part thereafter.
- VI. (a) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.
(b) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.
- VII. Water shall be provided by means of tap or otherwise so as to be conveniently accessible in or near the latrines and urinals.
- VIII. Disposal of excreta: - Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternately excreta may be disposed of by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm. layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn to manure).
- IX. The contractor shall at his own expense, carry out all instructions issued to him by the Engineer-in-Charge to effect proper disposal of night soil and other conservancy work in respect of the contractor's workmen or employees on the site. The contractor shall be responsible for payment of any charges which may be levied by Municipal or Cantonment Authority for execution of such on his behalf.

7. PROVISION OF SHELTER DURING REST

At every place there shall be provided, free of cost, four suitable sheds, two for meals and the other two for rest separately for the use of men and women labour. The height of each shelter shall not be less than 3 meters (10 ft.) from the floor level to the lowest part of the roof. These shall be kept clean and the space provided shall be on the basis of 0.6 sq.m. (6 sq ft) per head.

Provided that the Engineer-in-Charge may permit subject to his satisfaction, a portion of the building under construction or other alternative accommodation to be used for the purpose.

8. CRECHES

- I. At every work place, at which 20 or more women worker are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under the age of six years. One room shall be used as a play room for the children and the other as their bedroom. The rooms shall be constructed with specifications as per clause 19H (ii) a, b & c.
- II. The rooms shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean.
- III. The contractor shall supply adequate number of toys and games in the play room and sufficient number of cots and beddings in the bed room.
- IV. The contractor shall provide one ayaa to look after the children in the creche when the number of women workers does not exceed 50 and two when the number of women workers exceed 50.
- V. The use of the rooms earmarked as creches shall be restricted to children, their attendants and mothers of the children.

9. CANTEENS

- I. In every work place where the work regarding the employment of contract labour is likely to continue for six months and where in contract labour numbering one hundred or more are ordinarily employed, an adequate canteen shall be provided by the contractor for the use of such contract labour.
- II. The canteen shall be maintained by the contractor in an efficient manner.
- III. The canteen shall consist of at least a dining hall, kitchen, storeroom, pantry and washing places separately for workers and utensils.
- IV. The canteen shall be sufficiently lighted at all times when any person has access to it.
- V. The floor shall be made of smooth and impervious materials and inside walls shall be lime-washed or colour washed at least once in each year.
Provided that the inside walls of the kitchen shall be lime-washed every four months.
- VI. The premises of the canteen shall be maintained in a clean and sanitary condition.
- VII. Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.
- VIII. Suitable arrangements shall be made for the collection and disposal of garbage.
- IX. The dining hall shall accommodate at a time 30 per cent of the contract labour working at a time.
- X. The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one square meter (10 ft.) per diner to be accommodated as prescribed in sub-Rule 9.
- XI. (a) A portion of the dining hall and service counter shall be partitioned off and reserved for women workers in proportion to their number.
(b) Washing places for women shall be separate and screened to secure privacy.
- XII. Sufficient tables stools, chair or benches shall be available for the number of diners to be accommodated as prescribed in sub-Rule 9
- XIII. (a) 1. There shall be provided and maintained sufficient utensils crockery, furniture and any other equipments necessary for the efficient running of the canteen.
2. The furniture utensils and other equipment shall be maintained in a clean and hygienic condition.

- (b)
 1. Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.
 2. A service counter, if provided, shall have top of smooth and impervious material.
 3. Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipments.
- XIV. The food stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contract labour.
- XV. The charges for food stuffs, beverages and any other items served in the canteen shall be based on 'No profit, No loss' and shall be conspicuously displayed in the canteen.
- XVI. In arriving at the price of foodstuffs, and other article served in the canteen, the following items shall not be taken into consideration as expenditure namely: -
 - (a) The rent of land and building.
 - (b) The depreciation and maintenance charges for the building and equipments provided for the canteen.
 - (c) The cost of purchase, repairs and replacement of equipments including furniture, crockery, cutlery and utensils.
 - (d) The water charges and other charges incurred for lighting and ventilation.
 - (e) The interest and amounts spent on the provision and maintenance of equipments provided for the canteen.
- XVII. The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.
10. ANTI-MALARIAL PRECAUTIONS

The contractor shall at his own expense, conform to all anti-malarial instructions given to him by the Engineer- in-Charge including the filling up of any borrow pits which may have been dug by him.
11. The above rules shall be incorporated in the contracts and in notices inviting tenders and shall form an integral part of the contracts.
12. AMENDMENTS

Government may, from time to time, add to or amend these rules and issue directions - it may consider necessary for the purpose of removing any difficulty which may arise in the administration thereof.

Statement in support of RA Bill for the Month of _____, 20__

- (1) Name of the Firm/Agency/Contractor _____
- (2) Nature of Contract: Job/ Service _____
- (3) Period of Contract: From _____ to _____
- (a) Extension Period of Contract, if any from _____ to _____
- (b) Place where contract workmen are working _____
- (4) Postal address of the Contractor: _____
- (5) Phone No. of the Contractor: _____
- (6) Fax No. and Email of the Contractor: _____
- (7) Name and Address of PF office from where EPF Code No. has been allotted: _____
- (8) EPF Code No. allotted by PF office: _____
- (9) Name and Address of ESIC office from where ESI Code No. has been allotted: _____
- (10) ESI Code No. allotted by ESIC office: _____
- (11) Labour License No. _____ dated _____
- (12) Validity period of Labour License from _____ to _____
- (13) Detail of Resource engaged by the Contractor:

Category	No. of Resources		Prevailing Minimum Wages
	Male	Female	
Unskilled			
Semi-skilled			
Skilled			
Highly skilled			

- (14) Copy of Wage Register in FORM-B (to be replaced by FORM-I as per Code on Wages-2019, after it comes into force)
- (15) Details of deposit of contribution towards EPF:
a) EPF Challan No. _____ Amount _____ Date _____
- (16) Details of Deposition of contribution towards ESI
a) ESI Challan No. _____ Amount _____ Date _____
- (17) Whether any engagement / agreement has been entered with any resource for extending benefits under Inter-State Migrant Workmen (RE&CS) Act, 1979: ____ (Yes /No)
If Yes, No. of such Inter-State Migrant Workers: _____

SIGNATURE OF CONTRACTOR/AUTHORIZED REPRESENTATIVE

Place:
Date:

INDEMNITY BOND

WHEREAS India Government Mint Noida, (A unit of SPMCIL) (hereinafter referred to as IGM NOIDA) which expression shall, unless repugnant to the context include their legal representatives, successors and assigns, having their Registered Office at D-2 Sector 1 Noida 201301 Uttar Pradesh has entered into a CONTRACT with *<name of the Contractor>* Incorporated (hereinafter referred to as the ('CONTRACTOR') which expression shall unless repugnant to the context include their legal representatives, successors and assigns, having their Registered Office ----- for Rs. -----for **<NAME OF THE CONTRACT>---** for a period of " and on the terms and conditions as set out, inter-

alia in the Letter of Acceptance No. -----and various documents forming part thereof hereinafter collectively referred to as the 'CONTRACT' which expression shall include all amendments, modifications and/ or variations thereto.

IGM NOIDA has also requested the CONTRACTOR to execute an Indemnity Bond in favour of IGM NOIDA indemnifying it from all consequences which may arise out of any Case filed by any Resources/ vendors/ sub- Contractors/partner etc. who may have been engaged by the CONTRACTOR directly or indirectly with or without consent of IGM NOIDA for above works , which may be pending before any court of Law including Quasi-Judicial Authority, Competent Authority, Labour Court, Arbitrator, Tribunal etc. and the Contractor has readily agreed for the same.

NOW, THEREFORE, in consideration of the promises aforesaid; the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified IGM NOIDA from any loss, which may arise out of any such contract/Case. The CONTRACTOR undertakes to compensate to IGM NOIDA forthwith, on demand, without protest the loss suffered by IGM NOIDA together direct / indirect expenses.

AND THE CONTRACTOR hereby agrees with IGM NOIDA that:

- (i) This Indemnity Bond shall remain valid and irrevocable for all claims of IGM NOIDA arising from any such contract/case for which IGM NOIDA has been made party until now or here-in-after.
- (ii) This Indemnity Bond shall not be discharged / revoked by any change / modification / amendment / deletion in the constitution of the firm / Contractor or any conditions thereof including insolvency etc. of the CONTRACTOR but shall be in all respects and for all purposes binding and operative until any claims for payment are settled by the Contractor.

The undersigned has full power to execute this Indemnity Bond on behalf of the CONTRACTOR and the same stands valid.

SIGNATURE OF CONTRACTOR/AUTHORIZED REPRESENTATIVE

Place:

Date:

UNDERTAKING

(To be submitted along with un-priced bid)

I/We hereby undertake that I/We have completely understood the statutory & non-statutory components, minimum resources required to be deployed and the cost involved thereof in deployment of resources as per the tender conditions.

I/We further undertake to ensure all compliances of the tender conditions. Any non-compliance may be construed as deficiency in the performance of the contract. If such non-compliance is noticed IGM NOIDA/owner is at liberty to take action in line with the tender conditions including termination of the contract.

Signature of Bidder _____

Name of Bidder _____

Special Conditions to comply directives of Hon'ble National Green Tribunal and EIA Guidance Manual issued in February 2010.

1. The contractor shall not store/dump construction material or debris on metaled road.
2. The contractor shall get prior approval from Engineer-in-Charge for the area where the construction material or debris can be stored beyond the metaled road. This area shall not cause any obstruction to the free flow the traffic/inconvenience to the pedestrians. It should be ensured by the contractor that no accidents occur on account of such permissible.
3. The contractor shall take appropriate protection measures like raising wind breakers of appropriate height on all sides of the plot/area using CGI sheets or plastic and /or other similar material to ensure that no contraction material dust fly outside the plot area.
4. The contractor shall ensure that all the trucks or vehicles of any kind which are used for construction purposes/or are carrying construction material like cement, sand and other allied material are fully covered. The contractor shall take every necessary precautions that the vehicles are properly cleaned and dust free to ensure that enroute their destination, the dust, sand or any other particles are not released in air/contaminate air.
5. The contractor shall provide mask to every worker working on the construction site and involved in loading, unloading and carriage of construction material and construction debris to prevent inhalation of dust particles.
6. The contractor shall provide all medical help, investigation and treatment to the workers involved in the construction of building and carry of construction material and debris relatable to dust emission.
7. The contractor shall ensure that C & D waste is transported to the C & D waste site only and due record shall be maintained by the contractor.
8. The contractor shall compulsory use of wet jet in grinding and stone cutting.
9. The contractor shall comply all the preventive and protective environment steps as stated in the MoEF guidelines 2010.
10. The contractor shall carry out on Road inspection for black smoke generating machinery. The contractor shall use cleaner fuel.
11. The contractor shall ensure that all DG sets comply emission norms notified by MoEF.
12. The contractor shall use vehicles having pollution under control certificate. The emissions can be reduced by a large extent by reducing the speed of a vehicle of 20 kmph. Speed bumps shall be used to ensure speed reduction. In cases where speed reduction cannot effectively reduce fugitive dust, the contractor shall divert traffic to nearby paved areas.
13. The contractor shall ensure that the construction material is covered by tarpaulin. The contractor shall take all other precaution to ensure that no dust particles are permitted to pollute air quality as a result of such storage.
14. Due to non-compliance of NGT/ Swachhta Abhiyan guidelines, if any, challan/penalty/recovery is imposed by any civic authority, the agency shall be responsible to bear the challan/penalty/charges. Department will not be responsible for such non-compliance of NGT/Swachhta Abhiyan guidelines. The agency shall comply with all the directives of NGT/CPCB /SPCB in respect of dust mitigation, air water and sound pollution as applicable on last date of submission of bid and nothing extra shall be paid for complying with these instructions.

SECTION- VI

TECHNICAL SPECIFICATIONS

Construction of new Material Gate, replacing profile sheet roofing of battery charging station and other miscellaneous works at IGM Noida shall be carried out as per CPWD Specifications -2019 (Volume I & II) With up-to-date correction slips.

SPECIAL CONDITIONS OF CONTRACT.

The contractor(s) must get acquainted with the proposed site for the work and the work areas shall be the area shown in the site plan of the scheme attached with the tender documents. **The contractor should study the specifications conditions carefully before tendering.**

While efforts have been made to cover the scope of the work as defined under specifications and narration etc. but there may be some ambiguities or missing items but the contractor shall be responsible for executing all the items required for completion of works in all respects to make them habitable and ready for occupation and to make services functional and operations. The following works are included in the scope of work

1. **Progress Monitoring:** - Contractor shall submit monthly progress report indicating the financial as well as physical progress of the work till the works are completed. The work will be executed as per CPM/PERT chart to be submitted by contractor duly signed. The contractor will be responsible for completion of job as per CPM/PERT Milestone chart.
2. All that is contained anywhere in this tender document as narration, specifications, schedule of inventories, sketches etc. shall form part of the agreement.
3. The contractor shall cut, leave or form **holes, recesses, chases**, etc. in concrete, brick work, walls, ceilings, floors and in any other situations as required or as directed by the Engineer-in-charge and make good the same in cement concrete (1:2:4)/cement mortar (1:3) and finished to match the adjoining surfaces.
 - 3.1 Any hole and/or opening required be leaving/making for any fittings or fixtures or pipes shall be made/left as the work proceeds cutting the RCC work, subsequently shall not be permitted under any circumstances.
 - 3.2 All **clamps, bolts, fittings/fixtures** etc. required to be embedded in RCC works shall be done as the work progresses embedding subsequently by cutting/drilling or drilling RCC work shall not be permitted under any circumstances.
4. Amount quoted by the tenderer shall be deemed to include for any minor details/items of works and/or construction which are obviously and fairly intended and which may not have been included in these documents but which are essential for execution and entire completion of the work.

4.1. Decision of the Accepting Officer as to whether any minor details of work and/ or construction is obviously and fairly intended to be included in the contract shall be final, conclusive and binding.

4.2 However, some of the items, for example which shall be deemed to be essential for the execution and entire completion of work are detailed as under:

- (a) Dwarf wall in situations like verandah passage etc. not indicated.
- (b) Lintels over doors, window and opening with plaster, drip, grooves not shown for sun-shades/chhajjas.
- (c) Fittings to doors, windows and ventilators shall be provided as per CPWD Specifications.

4.3. In all the above and similar cases the details indicated elsewhere in the drawings which are similar or near to be missed out items of work shall be followed. In the absence of any other similar or near details, minimum essential requirement for completion of work from structural and utility point of view shall be deemed to be included in the quoted amount. In the event of any dispute, decision of the Engineer-in-charge shall be final, conclusive and binding.

5. The material brought at site to be used in the work like cement, TMT steel bars, pig lead, bitumen, paint, primer, cement paint and any other material as decided by Engineer-in-charge will be kept in joint custody of department and the contractor. The record of its consumption would be signed by the contractor and the Engineer of SPMCIL shall maintain these records.

6. Specifications to be followed for execution of work shall be as under:

6.1. The entire work shall be done as per LATEST CPWD Specifications 2019 Vol I & II with up to date correction slip. If the specifications for any item are not available in the CPWD Specifications referred above, relevant IS Specification shall be followed. In case, IS Specifications are also not available, the decision of the Executive Engineer shall be final. In case of any ambiguity in regard to interpretation of specifications, the decision of the Engineer shall be final and binding. Wherever, any reference to any IS Specification occurs in the documents relating to this contract the same shall be inclusive of all amendments issued thereto or revisions thereof, if any, up to the date of submission of revised financial bids.

6.2. Samples of building materials, door and window fittings, sanitary wares and other articles required for completion of work shall be got approved from Engineer-in-charge before their use in the work.

Preference shall be given to the articles conforming to the **list of accepted makes**. In case of articles for which preferred makes are not mentioned, articles bearing ISI mark shall be accepted. In case articles bearing ISI mark are also not available, the quality of the sample shall be judged by the standards laid down in the relevant IS specification. All materials and articles brought by the contractor to the site for use shall confirm to sample approved which shall be preserved till the completion of work.

6.3. The work will be carried out in the manner complying with in all respects with the requirements of relevant bye-laws of the Local body or as directed by the Engineer-in-charge.

6.4. The contractor shall conduct performance tests for the entire installations as per standard/specifications before the work is finally accepted and reasonable amount shall be withheld from the sums due to the contractor in absence of such tests.

6.5 The contractor shall make his/their own arrangement for temporary electrical connection if required and make necessary payment for the same directly to the UPSEB.

6.6 For accommodating electric conduits from the distribution board, continuous notch shall be formed in the brick work with half or one fourth bricks with mechanical cutter..

6.7 All pipes wherever fixed in RCC members shall be fixed with rawl plugs. No trap to trap connection will be allowed.

6.10 The contractor shall be responsible for protection of entire work against pilferage, breakage during period of installation until the same is handed over to SPMCIL.

7. BRICK WORK:

7.1. The contractor will make his own arrangement for the entire quantity of bricks required for the work. Quality of bricks shall be judged as per applicable specifications and brick work is to be done with FPS clay bricks for foundation and Autoclaved fly ash bricks/ concrete light weight cellular (CLC) blocks for super structure as per relevant IS code.

8. RCC WORK:

8.1. The following special conditions for RCC work shall be followed:-

8.1.1. The cement concrete mix design shall be got done by the contractor through approved organization/testing labs mentioned in bid.

8.1.2. The maximum water cement ratio and minimum cement content of various grade concrete mixes shall be as under:-

(a) Design mix/RMC shall be used in the work for all structural members. A computerized automatic batching plant of minimum capacity 30 cum per hour shall be installed at site or RMC with OPC from reputed manufacturers to be approved by Project Manager (SPMCIL) shall be allowed.

(b) All RCC items of M-25/M-30/M-35 are based on consumption of cement concrete of 330/340/350 kg/cum respectively. The less cement used as per design mix shall be recovered @ prevailing market rates including cartage, VAT, taxes and Contractor's Profit & Over Heads. Nothing extra shall be paid for excess use of cement. The admixture complying with IS: 9103 can be used for improving workability and then performance shall be monitored as per clause 5.5 of IS: 456-2000 and CPWD Specifications. Admixture should not impair durability of concrete nor combine with the constituents to form harmful compounds nor increase the risk of corrosion of reinforcement. Nothing extra shall be paid for the use of admixture.

The maximum water cement ratio for a particular concrete grade shall be kept as specified in IS: 10262 and shall not exceed the value IS 456-2000.

8.1.3. Concrete mix shall not be handled twice at the site of work. Either concrete shall be pumped or sent through chute. For placement of concrete at various levels, tower Crane of appropriate size capacity or concrete pump shall necessarily be deployed by the contractor. However, mechanical hoist can be used by the contractor for other materials.

8.1.4. Centering and shuttering required for RCC slab, beam and columns etc. shall be done by the contractor with steel shuttering as per drawing to be got approved by the Engineer-in-charge. The use of IS marked waterproof plywood shuttering is allowed in case of beams.

9 WOOD WORK

9.1 The samples of species of timber to be used shall be deposited by the contractor with the Engineer-in-Charge before commencement of the work. The contractor shall produce cash vouchers and certificates from standard kiln seasoning plant operator about the timber to be used on the work having been kiln seasoned by them, failing which it would not be accepted as kiln seasoned.

9.2 Factory made flush door shutter with lamination on both sides, as specified shall be obtained from factories to be approved by the Engineer in Charge and shall bear ISI mark. The Contractor shall inform well in advance to the Engineer in Charge the names and addresses of the factories where from the contractor intends to get the shutters manufactured. The contractor will place order for manufacture of shutters only after written approval of the Engineer in Charge in this regard is obtained by him. The contractor is bound to abide by the decision of the Engineer in Charge and shall recommend name of other factory from the approved list in case the factory already proposed by the contractor is not found competent to manufacture quality shutters. Shutters will however, be accepted only if they pass the specified tests.

For Panelled door shutters :-

The contractor will also arrange stage wise inspection of the shutters at factory by the Engineer in Charge or his authorized representative. The contractor will have no claim if the shutters brought at site are rejected by the Engineer in Charge in part or in full lot due to bad workmanship/quality. The contractor shall remove the same from the site of work within 7 days after the written instructions in this regard are issued by the Engineer in charge.

FINISHING:

1 The external finishing with plaster shall be done as per CPWD Specification and as per item of Schedule of Quantity and sample of such plaster should be prepared by the Contractor and got approved by Engineer-in-Charge before undertaking mass work.

.2 The primer, ready mixed paint, distemper etc. of makes as approved by Engineer-in-charge shall only be used and brought to the site of work, in the original sealed containers. The material brought to the site of work shall be sufficient for at least 30 days work. The material shall be kept under the joint custody of contractor and representative of the Engineer-in-charge. The empty containers shall not be removed from the site till

the completion of the work without permission of Engineer-in-charge.

STEEL WORK

- 10.1 All welded steelwork shall be tested for quality of weld as laid down in IS 822 before actual erection.
- 10.2 The MS flat clamps 6mm thick for bolting arrangements are to be provided and welded as per site condition. The angle iron door/window frames include the cost of such clamps. The door and window fittings like hinges, hooks and eyes are to be welded to the MS frames as required and nothing extra will be paid on this account.
- 10.3 The hinges of door shutters shall be welded to frames at full length of contact area, each eye and hooks shall be provided to such frames as per requirement. Nothing extra shall be paid for this work or for providing wooden padding for fixing the fitting to shutters to suit angle iron frames.
- 10.4 The rates for MS Grills shall cover all work provided. No distinction shall be made between plain and ornamental grills for payment. The grill should be welded along the full length of the structure with M.S. frames of doors & windows.
- 10.5 Welding wherever required in the structure like grill, railing and frames shall be done in full length along the contract area of the member. Tuck welding shall not be allowed

WATER SUPPLY AND SANITARY INSTALLATIONS

- 11.1 All pipes etc. wherever necessary shall be fixed to RCC columns, beams etc. with rawl plugs and nothing extra shall be paid for this.
- 11.2 The contractor shall submit completion plans for water supply, internal sanitary installations and building drainage work within thirty days of the date of completion. These plans are to be submitted on drawings prepared preferably through computers (1 original copy plus 5 Photostat) on suitable scale to show the general arrangement and desired details. In case the contractor fails to submit the completion plans as aforesaid, security deposit shall not be released.
- 11.3 The variation in consumption of material shall be governed as per CPWD Specifications and clauses of the contract to the extent applicable.
- 11.4 The contractor shall bear all incidental charges for cartage, storage and safe custody of materials and shall construct suitable godowns, yards at the site of work for storing materials so as to be safe against damage by sun, rain, fire or theft etc. at his own cost and also employ necessary watch & ward established for the purpose at his own cost.
- 11.5 Concealed piping work shall be carried out with the help of suitable chases to be cut in the wall by chase cutting mechanical tools only. In no case haphazard cutting of wall by chisel shall be allowed. After fixing of pipes in chases, the chases shall be filled with CM 1:3 (1 cement: 3 coarse sand) and nothing extra shall be paid on this account.
- 11.6 All fixtures and fittings shall be provided with all such accessories as are required to complete the item in working condition whether specifically mentioned or not in the specifications, elsewhere in this tender document & drawings. The quoted rates shall be deemed to be all inclusive for a complete item fit for use including all materials, labour

T & P, specials, equipment, testing & commissioning etc. Accessories shall include proper fixing arrangement, brackets, nuts, bolts, screws and required connection pieces. Nothing extra whatsoever shall be payable on this account.

11.7 Fixing screws shall be half round head chromium plated brass screws with C.P. washers where necessary or otherwise as provided in the item.

11.8 Porcelain sanitary ware shall be glazed vitreous china of first quality free from warps, cracks and glazing defects and shall conform to I.S. 2556. Colour of sanitary ware, shall be specified or as selected by the Engineer-in-Charge. Nothing extra shall be payable on this account

11.9 Horizontal pipes running along ceiling shall be fixed on structural adjustable clamps of approved design. Horizontal pipes shall be laid to uniform slope and the clamps adjusted to the proper levels so that the pipes fully rest on them and are properly secured.

CLAMPS:

12.1 Wherever M.S. clamps are required to anchor directly to brick walls, concrete slabs, beams or columns, nothing extra shall be payable for clamping arrangement and making good with cement concrete 1:2:4 mix (1 cement : 2 coarse sand : 4 stone aggregate 20mm nominal size) or as the mix of element (beam or column) as directed by the Engineer-in-Charge.

12.2 The fittings shall be of same grade and specification as in case of pipes.
14.3 For various fitting in internal services, the dimensions given in the following table shall be generally maintained unless otherwise provided in Architectural/ Plumbing drawings :

Item	Height above floor level (mm)	Distance from face of wall (mm)
Bath Room	--	--
Bib cock	800 ± 10	200 ± 5
Shower Rose	2100 ± 10	500 ± 5
Stop Cock for shower Rose	1100 ± 10	
W.C.	--	--
Bib Cock	250 ± 10	100 ± 5
Other fittings	--	--
Wash basin front Edge	800 ± 5	--
Kitchen Sink	800 ± 5	--
Kitchen tap	500 ± 5	200 ± 5

13. **DRAINAGE:** Drainage shall be provided as per approved scheme. The weep holes and expansion joints wherever required in SW drain may be provided at suitable intervals as per specification and nothing extra shall be paid on this account. Perforated SFRC Covers shall be provided depending upon the location and as per the directions of the Engineer-in-charge.

14. SERVICES :

14.1 The contractor shall engage licensed plumbers for water supply and sanitary

installation work as shall satisfy all the requirements including disc and other test, in respect of the same. The contractor shall make his own arrangement for supply of electricity and water required for the works.

- 14.2 The tendered rate include the cost of cutting holes wherever required and making good the same nothing extra shall be paid for this.
15. The chromium plating on the body and cover of stop / bib cock as well as pillar tap shall conform to IS: 1795. The pressure of water to be withstood by the C.P. pillar taps/ C.P. bib cocks and C.P. stop cocks shall be as per Clause 9.1 of IS: 1795.
16. The contractor shall not be compensated for any damage caused by rains or other natural calamities during the execution of the work and no such claim on this account shall be entertained.
17. The water shall be tested quarterly with regard to its suitability for use in construction and drinking purpose & shall be got tested lab approved by SPMCIL.
18. The amount quoted in the tender also includes all works required to be executed under sub-soil water as well as excavation which may be required to be done in soft or hard soil.
19. Should there be any discrepancy due to incomplete description/ ambiguity or omission in the drawings and other documents whether original or supplementary forming the contract, either found on completion or during currency of the installation work, the contractor shall immediately, on discovering the same, draw the attention of the Engineer-in-charge whose decision shall be final and binding.
20. Anti-malaria measures
The contractor shall at his own expenses make necessary arrangement anti- malaria measures including drainage at places such as abandoned, water tanks, excavated sites etc. where water is likely to stagnate and causes mosquito breeding. The contractor shall comply with every reasonable direction of the Engineer-in-charge.

ADDITIONAL CONDITIONS:

1. The contractor shall have to submit the copy of the receipt of voucher of the original purchase of materials.
2. The contractor shall carryout temporary works to ensure that required dead loads, imposed loads shared by the structural members under repair are safely transferred to the foundation. The rates quoted for all items of work unless otherwise specifically provided shall include the cost of providing all temporary works.
3. The entry to work may be restricted to workmen and inspecting staff only. Notice boards of specified sizes shall be provided at appropriate locations for wide information and nothing extra shall be paid.
4. **The contractor must study the specifications and conditions carefully before tendering.** If there are varying or conflicting provisions made in any documents forming part of the contract, the Engineer-in charge shall be the deciding authority with regard to the intention/ interpretation of the documents and it will be binding without any reservation what so ever and nothing extra shall be paid. Any error in description, quantity or rate in schedule of work bills of quantities/items or any omissions there from shall not vitiate the contract or release the contractor from the execution of the whole work or any part of the work comprised there in according to drawing and specifications or from any of his obligations under the contract.
5. Any damages done by the contractor to any existing work shall be made good by him at his own cost. Existing drains pipes culverts, overhead wires, water supply lines and similar survey encountered during the course of execution shall be protected against damage by the contractor. The contractor shall not store material or otherwise occupy any part of the site in manner likely to hinder the operations of such service.
6. The structural and other drawings for the work shall at all times be properly correlated before executing any work and no claim whatsoever shall be entertained in this respect

- 7 The contractor shall maintain in good conditions all work executed by him till the completion of entire work allotted to the contractor.
- 8 All work and materials brought and left upon the ground by the contractor or by his orders for the purposes of forming part of the works, are to be considered to be the property of the SPMCIL and the same are not to be removed or taken away by the contractor or any other person without the consent in writing of the Engineer-in-charge. SPMCIL is not to be in any way responsible for any loss or damage which may happen to or in respect of any such work or materials either by the same being lost or damaged by weather or otherwise.
- 9 The rates quoted in the tender shall be inclusive of all expenses for the proper and entire completion of work and shall be inclusive of all taxes, duties and levies including sales tax, municipal taxes local taxes octroi all royalties, patent rights other incidental charges etc. except sales tax on turn over which is regulated. The rate offered shall be final and no claim whatsoever on any account shall be entertained.
- 10 The contractor shall be responsible for the true and proper setting out of the work in co-ordination with the Engineer-in-charge of his authorized representative and for the correctness of the positions, levels, dimensions and alignments of all parts of the Structure and for the provision of all necessary instruments appliances and labour in connection there with. If at any time, during the progress of the works, any error may appear or arise in the positions levels, dimensions or alignments or any part of the works, the contractor on being required to do so by the Engineer-in-charge, shall at his down expense rectify error to the entire satisfaction of Engineer-in-charge. The checking of any setting out of any line or level by the Engineer-in-charge or his authorized representative shall not relieve in any way, the contractor of his responsibility for the correctness there of and the contractor shall carefully protect and preserve all bench marks, site details, pegs and other things used in the setting out and construction of work.
- 11 The Engineer-in-charge has the right to curtail or increase the scope of the work and this shall not affect in anyway the other provision of the agreement.
- 12 Contractor has to produce manufactures test certificate for each lot of cement & steel procured at site.
- 13 Correctness of invert levels of sewers as mentioned in the sewerage scheme approved by local body shall be truly achieved at site by the contractor and top level of manholes shall be maintained as per directions of Engineer-in- charge.
- 14 Pre-cast SFRC manhole covers with frame of grade HD-20 conforming to IS 12592 shall only be provided.
- 15 The contractor shall take prior written permission from the maintaining authority of the area before making connection into the existing sewer.
- 16 The contractor will submit to the Engineer-in-charge the BAR/PERT chart within 15 days of the award of work for completing the same within the stipulated period. The contractor shall follow the chart strictly and no deviation whatsoever shall be allowed there from. If the contractor fails to submit the BAR/PERT chart, the Engineer-in-charge shall get it prepared at the risk and cost of the contractor without any further notice to him.
- 17 The surplus excavated earth shall be disposed for utilization in the SPMCIL works after obtaining written permission from the SPMCIL. A proper record is to be maintained by the Engineer-in- charge for

the disposal of earth by mechanical transport for cross checking of the quantities for which the measurement has been recorded for the payment.

18. The contractor shall furnish shuttering procurement plan for timely completion of the work. The quantum of shuttering made available at site shall be sufficient to couple up with the required progress of work.

19. There shall be no concretization of the trees within one meter & their circumference.

SECTION -VII
SCOPE OF WORK
&
LIST OF APPROVED MAKE

SCOPE OF WORK

Name of Work: Construction of New Material Gate, replacing profile sheet, Roofing of battery charging station and other miscellaneous works at IGM Noida

The brief scope of work consists of,

1. Providing and fixing MS Gate with RCC Column, Polycarbonate sheet & painting etc. complete.
2. Demolishing of old gate after installation of new gate.
3. Providing and fixing MS Ladder, MS frame for p/f polycarbonate sheet on terrace of E-2 Guest House
4. Removing and providing new profile sheet roofing over Battery Recharge station.
5. Providing Pantry near conference Hall with Aluminium partition and door, Counter with cabinets and granite top with provision of sink water tap and sanitary pipe etc. Provision of tiles over wall has also been taken. Working platform shall be made of white stone partitions.
6. Upgrading the facility at material Testing Lab which includes BWP ply working counter with laminates and granite top. Provision of WPC Lovers over wall. BWP box over counter are also proposed for storage. Provision of aluminium door with glass for inner partition and main door of UPVC for dust insulation with door closer are also taken.
7. Painting with acrylic distemper and enamel paint wherever required is also taken

Other terms:

1. The estimate has been framed based on Delhi Schedule of Rates 2023.
2. The work shall be carried out as per CPWD Specifications -2019 (Volume I & II) With up-to-date correction slips.
3. All tool & plants required for the execution of work shall be arranged by the successful agency
4. Time allowed shall Three months
5. Detailed abstract of work is attached.

**LIST OF APPROVED MANUFACTURES FOR DIFFERENT MATERIALS TO BE USED
FOR CIVIL /SANITARY AND WATER SUPPLY WORKS**

S.NO	DETAILS OF MATERIALS	MANUFACTURERS NAME
1.	ADHESIVE TAPE	NORTON
2.	ADHESIVE	PIDILITE, SIKA, THERMOSHIELD, DUNLOP,VAMORGANIC
3.	ALUMINIUM COMPOSITE PANEL	ALUCOBOND ,ALSTONE, ALUBOND
4.	ALUMINIUM SECTIONS FOR DOORS & WINDOWS ETC.	JINDAL , HINDALCO, NALCO,CENTURY
5	ACRYLIC DISTEMPER	ASIAN(TRACTOR),BERGER(BISON), NEROLAC,ICI(DUWEL)
6	AUTOCLAVED AERATED CEMENT BLOCKS	SHREE AAC BLOCK, BUILTTECH ,MAGICRETE BUILDING SOLUTIONS, ULTRATECH CEMENT, AND MAXLITE
7	ADMIXTURE	FOSROC,CICO,SIKA,MBL,DURA BUILD CARE
8.	APP	TORCH TAR, BITUMAT CO..Ltd. STP,DERMA BIT,SIKKA
9	ANODISED ALUMINIUM FITTINGS FOR DOOR & WIDOWS	NU-LITE ARGENT CLASSIC (HEAVY DUTY) CROWN,ARKAY
10	BALL VALVES	ZOLOTO,IBPA, ARCO,PRIMA
11	BITUMEN	INDIAN OIL , HINDUSTAN PETROLEUM,BPCL
12	BITUMEN EMULSION	INDIAN OIL , HINDUSTAN PETROLEUM,BPCL
13	BUTTERFLY VALVES	AUDCO
14	BRASS STOP COCK BIB COCK ETC.	LEADER,GPA,SANT,ZOLOTO
15	BLOCK BOARD	CENTURY PLY BOARD, NATIONAL PLYWOOD, KITPLY, JAYNA (ISI MARK ONLY)
16	CALCIUM SILICATE TILES FALSE CEILING	AEROLITE, ULTRALITE ,SAINT GOBAIN
17	CEMENT (OPC)	ACC, ULTRATECH,J.P.REWA, VIKRAM, BIRLA,
18	CEMENT PAINT,PRIMER	SNOWCEM INDIA LTD,ICI INDIA LTD,SPECTRUM,NEROLAC,ASIAN PAINT,BERGER,JENSON & NICHOLSON,SHALIMAR PAINT
19	CI SLUICE VALVE/NRVALVE	KIRLOSKAR, VENOUS,IVC

20	CC PAVERS,CHEQUERRED PRECAST CC TILE,	NITCO (ROCKARD)BHARAT (NILSAN) REGENCY HINDUSTAN ,KK,UNISTONE,ULTRA
21	CERAMIC TILES	JOHNSON, KAJARIA, ORIENT-BELL, NITCO, SOMANY
22	CHEQUERRED TILES	NITCO,GEM,MODERN,HINDUSTAN,SWA STIC
23	CENTRIFUGALLY CAST (SPUN) IRON PIPES (CLASS LA) AND D.I. PIPES (K-9) & FITTINGS	RIF, NECO, ELECTRO STEEL
24	C.P. BRASS FITTINGS	JAQUAR (CONTINENTAL), KINGSTON (ELTA), PARKO (ECO.), MARC (ORIENTAL) PLAYER,HINDWARE,KOHLER,PRIMA
25	C.I. MANHOLES COVERS	B.C., RIF, NECO
26	CPVC PIPES	ASTRAL , FINOLEX, PRINCE, SUPREME, ASHIRWAD FLOWGUARD
27	CI DOUBLE FLANGED SLUICE VALVES	KIRLOSKAR, IVC , BURN
28	CP BATHROOM ACCESSORIES LIKE ROBE HOOK, TOWEL RING, TOWEL RAIL SOAP DISH, TUMBLER HOLDER TOILET PAPER HOLDER, TOWEL RACK ETC.	CAMRY , GEM PARKO SIEKO, ESS ESS
29	DASH ANCHORING FASTENERS	HILTI, FISCHER, EXCEL, CANON
30	DUCTILE IRON PIPE (WATER SUPPLY)	ELECTRO STEEL, KESSO, KDUPL, ELECTRO SPUN
31	EPDM GASKET	HANU, ANAND,LESCUYER
32	EXTERIOR WATERPROOFING PAINT	RAINCOAT (DR.FIXIT)
33	EPOXY FLOORING	ADITYA BIRLA CHEMICALS,FOSROC,ASIAN PAINT,BERGER,CIPOXY,JEMKON
34	EPOXY ADHESIVE	URONIC,ASTRAL,BONDTITE,

35	FACTORY HOT PRESSED LAMINATED DOOR	MERINO, DURO, CENTURY, KUTTY
36	FLUSH DOOR	CENTURY PLY BOARD,NATIONAL PLYWOOD,KITPLY,GREEN PLY,DUROBOARD,
37	FIRE CHECK DOOR	NAVAIR, GODREJ, PROMAT, KUTTY DOOR
38	FIRE RESISTANT GLASS	SAINT GOBAIN, SCHOTT GLAVER BEL,ASAHI INDIA
39	FLOAT GLASS	MODI GLASS, SAINT GOBAIN GLASS,ASAHI
40	FLOOR HARDENER	PIDITOP 333 (NON – METALLIC) BY M/S PIDILITE INDUSTRIES LTD. BOMBAY, NITOTOP OF FOSROC SIKA FAIRMATE BASF
41	FRICTION STAY HINGES	GLAVERBEL EARL BIHARI
42	FR P DOORS & FRAMES, CHAJJAS	FIBRE WAYS, SHIV SHAKTI FIBRE UDHYOG SIMBA FRP PVT. LTD.,FIBRE ENGINEERS,EVEREST COMOSITES
43	FACTORY MADE SECTION WINDOW	ISI MARKED ONLY
44	G.I.PIPES	TATA, JINDAL HISAR,PARKASH SURYA,BST
45	G.I FITTINGS	UNIK, ICS,AMCO,NVR
46	GLAZED VITRIFIED TILES	NITCO, KAJARIA ,SOMANY ,JOHNSON,ORIENT-BELL
47	GLAZED CERAMIC TILES	SOMANY, KAJARIA ,SOMANY ORIENT-BELL
48	GROUTING COMPOUND	BAL ,ENDURA ,PIDILITE ,LATICRETE UNITILE FAIRMATE BASF ,SOMANY
49	GRASS PAVER	UNISTONE ULTRA HINDUSTAN

50	GEOTEXTILE & GEOGRIDS	AIMIL,Z-TECH,NETLON,INDIA GARWARE,TECK FAB INDIA,MEGAPLAST INDIA
51	GUNMETAL VALVES	LEADER, SANT, ZOLOTO
52	HOMOGENEOUS PVC FLOORING	POLYFOR ARMSTONES LG TARKETT
53	HYDRAULIC DOOR CLOSER/FLOOR SPRING	HARDWIN,GODREJ,YALE
54	LOOKING MIRROR	ATUL, MODI GUARD, GOLDEN FISH
55	LAMINATE	MERINO, GREEN NEW MIKA, FORMICA, GREEN LAM
56	LOCK/LATCH	GODREJ,HARRISON,PLAZA,GOLDEN, YALE
57	M. S. PIPES	TATA,G.S.T. ,JINDAL(HISSAR)
58	MECHANICAL COUPERS	USHA MARTIN, DEXTRA ASCON HERRISON G-TECH SPLICING
59	NUTS BOLTS & SCREWS	GKW ,KUNDAN ,PRIYA ,ATUL
60	NON SHRINK GROUT	FOSROC,SIKKA,DURABUILT
61	OIL BOUND DISTEMPER	ASIAN ,BERGER, NEROLAC, ICI, DULUX
62	PLY BOARD, PLYWOOD (PINE BOARD)	MERINO GREEN DURO MAYUR KITPLY
62	PRELAMINATED PARTICLE BOARD	CENTURY PLY , NOVAPAN, KITLAM, ECOBORD MERINO
64	PLASTIC EMULSION PAINT	ASIAN ,BERGER, NEROLAC, ICI, DULUX
65	PT MT FITTINGS	PRAYAG, POLYTUF
66	PE-AL- PE PIPES	JINDAL, KITEC
67	POLY SULPHIDE SEALANT	ORDINARY PIDISEAL BY M/S PIDILITE INDUSTRIES LTD. BOMBAY, TUFFESEAL BY M/S HINDUSTAN

		BROTHERS 225 RUE FRANCUIS MARTIN PONDICHERRY , FAIRMATE, MASTERFLEX 7001 OF BASF
68	PVC WATER STORAGE TANKS	SINTEX, TARGET, GANGA
69	PRECAST CC KERB STONE,INTERLOCKING TILE	HINDUSTAN,DALAL,KK,PAVER INDIA,SWASTIK,UNISTONE,NITCO
70	PVC CISTERN	HINDWARE,STEELBIRD,JINDAL, SEABIRD ISI
71	PVC PIPE &FITTINGS	PRAKASH,SUPREME,FINOLEX
72	PVC DOOR	RAJSHREE,FINOLEX,SINTEX
73	POP (PLASTER OF PARIS)	JK LAXMI,SRIRAM NIRMAN,TRIMURTI
74	PPR PIPE	SFMC,SAFE,PIONEER,CAMSON
75	READY MIXED CONCRETE	ACC, L&T
76	R.C.C. PIPE NP-2,NP-3	LAKSHMI,SOOD&SOOD,JAIN&CO.DI WAN SPUN PIPE,INDIAN HUME PIPE,
77	ROLLING SHUTTER	RAMA ROLING SHUTTER,TYOTI ROLLING SHUTTER,ANAND INDUSTRIES
78	REINFORCEMENT STEEL TMT 500-D	SAIL,RINL,TATA,TISCO
79	REFLECTIVE GLASS / TOUGNED GLASS	SAINT GOBAIN , ASAHI (INDIA), GLAVERBEL
80	SPREADER, WASTE COUPLING	GEM, ESS ESS ,CAMRY
81	STEEL PRIMER	ICI, NEROLAC, BERGER, ASIAN PAINTS
82	SYNTHETIC ANAMEL PAINT	BERGER,, NEROLAC ASIAN ,NEROLAC
83	SOIL , WASTE & VENT PIPES & FITTINGS A) CENTRIFUGAL CAST IRON (SPUN) IS:3989 AND DI MANHOLE COVERS AND	NECO. SKF.BIC,HEPCO,RIF,SRIF

	FRAMES AND SURFACE BOXES FOR WATER SUPPLY	
84	STEEL BAR (TMT FE-500 D)	TISCO, SAIL, RINL
85	STRUCTURAL STEEL SECTIONS	TATA, JINDAL, SAIL, CAPITAL&RANA(SIZES UNDER 75MM)
86	SILICON SEALANT	GE, DOW CORNING, ALSTONE
87	SOLVENT BASED SILICONE REPELLENT COATING	DR. FIXIT PIDILITE WR OR D.C -6689 SOLVENT BASED WATER REPELLENT FAIRMATE – BASF
88	STAINLESS STEEL SINKS	NILKANTH, NIRALI, COBRA KINGSTON, JAYNA
89	SS STAIR CASE RAILING	JINDAL, ESSAL, ICH INDUSTRIES
90	SILICONE SEALANT	PIDILITE, TUFFSEAL, FOSROC, CHOKS EY CHEMICAL
91	SYNTHETIC ENAMEL PAINT	BERGER (LUXOL), NEROLAC(NSE), ASIAN(APC OLITE-ASE)
92	SBR POLYMER	FOSROC, SIKKA, BASF
93	SFRC/PRECAST CC COVERS	KK MANHOLE, NITCO DALAL
94	TILE ADHESIVE	UNITILE, BAL, ENDURA, PIDILITE, FAIRMATE BASF, SOMANY, FERROUS
95	TEXTURE FINISH	SPECTRUM, SANDEX, REVLONTEX
96	UPVC PIPES & FITTINGS	SUPREME PRINCE FINOLEX, FINOLEX, PRAKASH
97	UPVC WINDOW	FENESTA, REHAU, POLYWOOD
98	VENEER PLY	MERINO, GREEN , KUTY, KITPLY INDUSTRIES DURO DOORS MAYUR
99	VENEERED PARTICLE BOARD	KITPLY, ANCHOR, NATIONAL ARCHID PLY
100	VITREOUS CHINA SANITARYWARE	HINDWARE , CERA, PARRYWARE, NEYCER, KOHLER, JAQUAR
101	VITRIFIED TILES	GRANITO , NAVIN DIAMOND, KAJARIA, SOMANY JOHNSON (MARBONITE) DECOLITE

		(GRANOLITE) VARMORA,CERA,ORIENT BELL
102	WATER PROOF CEMENT PAINT	SNOWCEM ,ASIAN,JENSON&NICHILSON
103	WIRE MESH	STERLING ENTERPRISES , TRIMURTY WELDED MESH,TIGER
104	WOOD ADHESIVE	JIVANJOR, FEVICOL, 3M, SIKA, THERMOSHIELD
105	WHITE CEMENT	BIRLA WHITE, J K WHITE
106	WALL PUTTY	JK BIRLA, FAIRMATE
107	WOOD PRIMER	ICI, NEROLAC, BERGER, ASIAN PAINTS
108	WATERPROOFING COMPOUND	FOSROC, DR. FIXIT, FAIRMATE , BASF,PIDILITE,ACCOPROOF,CICO
109.	PRE COATED GALVANISED SHEET.	TATA, JSW.

SECTION VIII (BOQ)

ABSTRACT OF COST						
Name of work: Construction of new Material Gate, replacing profile sheet roofing of battery charging station, and other miscellaneous works at IGM Noida.						
S.No.	Description of Item	Qty.	Unit	Rate	Per unit	Amount
1	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan) including dressing of sides and ramming of bottoms, lift up to 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m.					
	All kinds of soil.	4.20	Cum	260.30	One Cubic Metre	1093.26
2	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift up to 1.5 m.	1.40	Cum	196.00	One Cubic Metre	274.40
3	1:4:8 (1 Cement : 4 coarse sand (zone-III) derived from natural sources : 8 graded stone aggregate 40 mm nominal size derived from natural sources).	1.00	Cum	6812.00	One Cubic Metre	6812.00
4	Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level :					
	1:1.5:3 (1 cement : 1.5 coarse sand (zone-III) derived from natural sources : 3 graded stone aggregate 20 mm nominal size derived from natural sources)	1.00	Cum	9045.75	One Cubic Metre	9045.75
5	Reinforced cement concrete work in walls (any thickness), including attached pilasters, buttresses, plinth and string courses, fillets, columns, pillars, piers, abutments, posts and struts etc. above plinth level up to floor five level, excluding cost of centering, shuttering, finishing and reinforcement :					
	1:1.5:3 (1 cement : 1.5 coarse sand(zone-III)derived from natural sources : 3 graded stone aggregate 20 mm nominal size derived from natural sources)	1.20	Cum	10852.95	One Cubic Metre	13023.54
6	Centering and shuttering including strutting, propping etc. and removal of form for :					

	Foundations, footings, bases of columns, etc. for mass concrete	2.60	Sqm	392.15	One Square Metre	1019.59
	Columns, Pillars, Piers, Abutments, Posts and Struts	10.40	Sqm	961.30	One Square Metre	9997.52
7	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level.					
	Thermo-Mechanically Treated bars of grade Fe-500D or more.	408.00	Kg	107.85	One Kilogram	44002.80
8	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in foundation and plinth in:					
	Cement mortar 1:6 (1 cement : 6 coarse sand)	1.48	Cum	7132.25	One Cubic Metre	10555.73
9	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level in all shapes and sizes in :					
	Cement mortar 1:6 (1 cement : 6 coarse sand)	2.24	Cum	9105.95	One Cubic Metre	20397.33
10	Structural steel work in single section, fixed with or without connecting plate, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete	82.00	Kg	117.35	One Kilogram	9622.70
11	Steel work welded in built up sections/ framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel /hollow tube etc. as required.					
	In gratings, frames, guard bar, ladder, railings, brackets, gates and similar works.	1092.00	Kg	172.60	One Kilogram	188479.20
12	18 mm cement plaster in two coats under layer 12 mm thick cement plaster 1:5 (1 cement: 5 coarse sand) and a top layer 6 mm thick cement plaster 1:3 (1 cement: 3 coarse sand) finished rough with sponge.	23.00	Sqm	537.45	One Square Metre	12361.35

13	Finishing walls with ready mixed Premium acrylic emulsion paint (Company Depot Tinted) having VOC less than 50 gm/litre and UV resistance as per IS 15489:2004, Alkali & fungal resistance, dirt resistance exterior paint of required shade with silicon additives.					
	New work (Two or more coats applied @ 1.43 litre/ 10 sqm over and including priming coat of exterior primer applied @ 0.90 litre/10 sqm.	23.00	Sqm	181.25	One Square Metre	4168.75
14	Applying priming coat :					
	With ready mixed red oxide zinc chromate primer of approved brand and manufacture on steel galvanised iron/steel works	19.00	Sqm	67.40	One Square Metre	1280.60
15	Dismantling steel work manually/ by mechanical means in built up sections without dismembering and stacking within 50 metres lead as per direction of Engineer-in-charge	900.00	Kg	3.85	One Kilogram	3465.00
16	Providing and fixing frame work for partitions/ wall lining etc. made of 40x40x1.6 mm hollow MS tube, placed along the walls, ceiling and floor in a grid pattern with spacing @ 60 cm centre to centre both ways (vertically & horizontally) or at required spacing near opening, with necessary welding at junctions and fixing the frame to wall/ ceiling/ floors with steel dash fasteners of 8 mm dia, 75 mm long bolt, including making provision for opening for doors, windows, electrical conduits, switch boards etc., including providing with two coats of approved steel primer etc. complete, all as per direction of Engineer-in-charge.	120.00	Kg	166.80	One Kilogram	20016.00

17	Providing & fixing UV stabilised multy wall polycarbonate sheet of approved brand and make confirming to IS 1443:1997 ,including anti dust tape atboth ends,C & H type channels and application of continous beed of sealant including fixing with polymer coated 'J' or 'L' hooks, bolts & nuts 8 mm dia.fastners, self tapping /self drilling screw with G.I plain/neoprene bonded washers complete but excluding the cost of purlins, rafters, trusses etc. The sheets shall be of uniform pigmentation and thickness without air pockets .The sheets shall be opaque or translucent, clear or pigmented, textured or smooth as specified all complete as per direction of engineer in charge					
	6 mm thick multy wall sheet	30.00	Sqm	1401.35	One Square Metre	42040.50
18	Dismantling roofing including ridges, hips, valleys and gutters etc., and stacking the material within 50 metres lead of:					
	G.S. Sheet	178.00	Sqm	164.95	One Square Metre	29361.10
19	Providing and fixing precoated galvanised iron profile sheets (size, shape and pitch of corrugation as approved by Engineer-in-Charge) of total coated thickness 0.50 mm (base metal of minimum 0.45 mm thickness with total coating thickness of 0.05mm) with zinc coating 120 grams per sqm as per IS: 277, in 240 mpa steel grade, 5-7 microns epoxy primer on both side of the sheet and polyester top coat 15-18 microns. Sheet should have protective guard film of 25 microns minimum to avoid scratches during transportation and should be supplied in single length upto 12 metre or as desired by Engineer-in-charge. The sheet shall be fixed using self drilling /self tapping screws of size (5.5x 55 mm) with EPDM seal, complete upto any pitch in horizontal/ vertical or curved surfaces, excluding the cost of purlins, rafters and trusses and including cutting to size and shape wherever required.	178.00	Sqm	738.65	One Square Metre	131479.70

20	Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/appropriate Z sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixing with dash fasteners of required dia and size, including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing / paneling, C.P. brass/ stainless steel screws,dash fastners all complete as per architectural drawings and the directions of Engineer-in-charge. (Glazing, and paneling and to be paid for separately) :					
	For fixed portion					
	Powder coated aluminium (minimum thickness of powder coating 50 micron)	71.00	Kg	634.45	One Kilogram	45045.95
21	For shutters of doors, including providing and fixing hinges/ pivots,Handles tower bolt , Six lever mortice lock and making provision for fixing of fittings wherever required including the cost of EPDM rubber / neoprene gasket required (Fittings shall be paid for separately).					
	Powder coated aluminium (minimum thickness of powder coating 50 micron)	20.00	Kg	634.45	One Kilogram	12689.00
22	Providing and fixing 12mm thick prelaminated particle board flat pressed three layer or graded wood particle board conforming to IS:12823 Grade 1 Type II, in panelling fixed in aluminum doors, windows shutters and partition frames with C.P. brass / stainless steel screws etc. complete as per architectural drawings and directions of engineer-in-charge.					
	Pre-laminated particle board with decorative lamination on both sides.	7.00	Sqm	1115.40	One Square Metre	7807.80
23	Providing and fixing glazing in aluminium door, window, ventilator shutters and partitions etc. with EPDM rubber / neoprene gasket etc. complete as per the architectural drawings and the directions of engineer-in-charge . (Cost of aluminium snap beading shall be paid in basic item):					
	With toughened glass panes of 5.0 mm thickness (weight not less than 12.5 Kg/sqm)	12.00	Sqm	1505.25	One Square Metre	18063.00
24	Filling the gap in between aluminium frame & adjacent RCC/ Brick/ Stone work by providing weather silicon sealant over backer rod of approved quality as per architectural drawings and direction of Engineer-in-charge complete.					

	Upto 5mm depth and 5 mm width	20.00	m	96.75	One Running Metre	1935.00
25	Providing and fixing double action hydraulic floor spring of approved brand and manufacture conforming to IS : 6315, having brand logo embossed on the body / plate with double spring mechanism and door weight upto 125 kg., for doors, including cost of cutting floors ,embedding in floors as required and making good the same matching to the existing floor finishing and cover plates with brass pivot and single piece M.S. sheet outer box with slide plate etc. complete as per the direction of Engineer-in-charge.					
	With stainless steel cover plate minimum 1.25 mm thickness.	4.00	No.	2823.85	Each	11295.40
26	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade:					
	Two or more coats on new work over an under coat of suitable shade with ordinary paint of approved brand and manufacture.	32.00	Sqm	226.25	One Square Meter	11538.75
27	Providing and fixing stone slab with table rubbed, edges rounded and polished, of size 75x50 cm deep and 1.8 cm thick, fixed in partitions by cutting a chase of appropriate width with chase cutter and embedding the stone in the chase with epoxy grout or with cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 6 mm nominal size) as per direction of Engineer-in-charge and finished smooth.					
	White Agaria Marble Stone	14.00	Sqm	3500.45	One Square Metre	49006.30
28	Providing and fixing 18 mm thick gang saw cut, mirror polished, premoulded and prepolished, machine cut for kitchen platforms, vanity counters, window sills, facias and similar locations of required size,approved shade, colour and texture laid over 20 mm thick base cement mortar 1:4 (1 cement : 4 coarse sand), joints treated with white cement, mixed with matching pigment, epoxy touch ups, including rubbing, curing, moulding and polishing to edges to give high gloss finish etc. complete at all levels.					
(i)	Raj Nagar Plain white marble/ Udaipur green marble/ Zebra black marble					
	Area of slab upto 0.50 sqm	1.00	Sqm	3414.80	One Square Metre	3414.80
	Area of slab over 0.50 sqm	4.00	Sqm	3078.40	One Square Metre	12313.60

	Granite stone slab all colour and texture i/c black, Cherry/ Ruby red					
	Area of slab over 0.50 sqm	9.00	Sqm	3848.70	One Square Metre	34638.30
29	Providing and fixing cuboard shutter with 19 mm thick one side decorative and other side balancing laminate of 1 mm thickness factory pressed BWP grade marine ply as per IS 710 of approved brand including 2 mm thick PVC edge banding tape with hot glue by edge bending machine etc. with auto closing spring loaded hinges (hydraulic type) etc. complete as per direction of Engineer-in-charge. (Payment of providing and fixing auto closing hinges shall be paid separately)	11.00	Sqm	2829.25	One Square Metre	31121.75
30	Providing and fixing 19 mm thick one side decorative and one side balancing laminate of 1 mm thickness factory pressed BWP grade marine ply as per IS 710 of approved brand boxes, shelves, racks, almirah, cupboard and drawer etc. including including 2 mm thick PVC edge banding tape with hot glue by edge bending machine etc. necessary nails, screws etc. complete as per direction of Engineer-in-charge.	58.00	Sqm	2593.15	One Square Metre	150402.70
31	Providing and fixing stainless steel soft closing heavy type telescopic drawer channels of approved make 500 mm long with screws etc. complete as per directions of Engineer- in-charge.	10.00	sets	885.10	One Set	8851.00
32	Providing and fixing bright /matt finished Stainless Steel handles of approved quality & make with necessary screws etc all complete.					
	100mm	24.00	No.	90.45	Each	2170.80
	75mm	10.00	No.	58.75	Each	587.50
33	Providing and fixing magnetic catcher of approved quality in cupboard / ward robe shutters, including fixing with necessary screws etc. complete.					
	Double strip (horizontal type)	24.00	No.	39.70	Each	952.80
34	Providing and fixing Ist quality ceramic glazed wall tiles conforming to IS: 15622 (thickness to be specified by the manufacturer), of approved make, in all colours, shades except burgundy, bottle green, black of any size as approved by Engineer-in-Charge, in skirting, risers of steps and dados, over existing plastered surface including scrubbing and removing existing paint and hacking of plastered surface, with cement based high polymer modified quick-set tile adhesive (Water based) conforming to IS: 15477, in average 3mm thickness. including pointing in white cement mixed with pigment of matching shade complete.	12.00	Sqm	1267.95	One Square Metre	15215.40

35	Providing and fixing Stainless Steel A ISI 304 (18/8) kitchen sink as per IS:13983 with C.I. brackets and stainless steel plug 40 mm, including painting of fittings and brackets, cutting and making good the walls wherever required :					
	Kitchen sink without drain board					
	610x510 mm bowl depth 200 mm.	1.00	No.	4940.80	Each	4940.80
36	Providing and fixing P.V.C. waste pipe for sink or wash basin including P.V.C. waste fittings complete.					
	Semi rigid pipe					
	40 mm dia	1.00	No.	116.70	Each	116.70
37	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings, i/c fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and the cost of cutting chases and making good the same including testing of joints complete as per direction of Engineer in Charge. :Concealed work, including cutting chases and existing pipes and making good the walls etc.					
	15 mm nominal dia .Pipes.	1.00	m	497.80	One Running Metre	497.80
	20 mm nominal dia .Pipes.	6.00	m	537.60	One Running Metre	3225.60
38	Providing and fixing C.P. brass long nose bib cock of approved quality conforming to IS standards and weighing not less than 810 gms.					
	15 mm nominal bore.	2.00	No.	820.70	Each	1641.40
39	Providing and fixing C.P. brass angle valve for basin mixer and geyser points of approved quality conforming to IS:8931 :					
	15mm nominal bore	2.00	No.	574.30	Each	1148.60
40	Providing and fixing on wall face unplasticised Rigid PVC rain water pipes conforming to IS : 13592 Type B, including jointing with solvent & testing of joints,					
	(i)Single socketed pipes.					
	75 mm diameter	5.00	m	248.80	One Running Metre	1244.00
41	Providing and fixing on wall face unplasticised - PVC moulded fittings/accessories for unplasticised Rigid PVC soil & waste water pipes conforming to IS 13592 TypeB, including jointing with solvent & testing of joints					
	Coupler					

(i)	75mm	2.00	Nos	91.70	One Each	183.40
	Bend 87.5°					
(ii)	75 mm bend	2.00	Nos	105.90	One Each	211.80
(iii)	Nani floor trap 75*100 including SS Jali	1		344	One Each	344
42	Providing & Fixing decorative high pressure laminated sheet of plain / wood grain in gloss / matt / suede finish with high density protective surface layer and reverse side of adhesive bonding quality conforming to IS : 2046 Type S, including cost of adhesive of approved quality.					
	1.0 mm thick.	16.00	Sqm	897.30	One Square Metre	14356.80
43	Providing and fixing special quality bright finished brass cupboard or ward robe locks with four levers of approved quality including necessary screws etc. complete.					
	50 mm	15.00	No.	356.75	Each	5351.00
44	Providing and fixing stainless steel soft closing spring hinges at 0 degree hinges (hydraulic type) of approved make/brand to cupboard shutters with full threaded steel screws including making necessary recess in board and finished etc. complete as per direction of Engineer-in-charge.	40.00	No.	272.00	Each	10880.00
45	Providing and fixing factory made single extruded WPC (Wood Polymer Composite) solid plain white color board for backing of cup boards and bathroom/kitchen cabinets etc. of required size comprising of virgin polymer of K value 58-60 (Suspension Grade), calcium carbonate and natural fibers (wood powder/ rice husk/wheat husk) and non toxic additives (maximum toxicity index of 12 for 100 gms) having minimum density of 650 kg/cum and screw withdrawal strength of 1800 N (Face) & 900 N (Edge), minimum compressive strength 50 N/mm ² , modulus of elasticity 850 N/mm ² and resistance to spread of flame of Class A category with property of being termite/borer proof, water/moisture proof and fire retardant and fixing with stainless steel screws etc. all as per direction of Engineer-In- Charge.					
	6 mm thick	15.00	Sqm	1099.35	One Square Metre	16490.25

46	Providing and fixing factory made uPVC glazed/wire mesh windows/doors comprising of lead free uPVC multi-chambered frame, sash and mullion/coupler (where ever required) extruded profiles having minimum wall thickness of 1.70 mm for Series R1 and R2 profiles and 2.10 mm for Series R3 and R4 profiles conforming to EN: 12608 in any shape, colour and design duly reinforced with galvanized mild steel section made of required shape & size as per CPWD Specification, uPVC extruded glazing beads, interlocks and Inline sash adaptor (where ever required) of appropriate dimension, EPDM gasket, hardware, SS 304 grade fasteners of minimum 8 mm dia with countersunk head, comprising of matching polyamide PA6 grade sleeve for fixing frame to finished wall as per IS 1367 : Part 1 to 14, plastic packers, plastic caps and necessary stainless steel screws etc. Profile of frame, sash & mullion (if required) shall be mitred cut and fusion welded/mechanically jointed duly sealed at all corners, including drilling of holes for fixing hardware and drainage of water etc.					
	After fixing frame the gap between frame and adjacent finished wall shall be filled with weather proof silicon sealant over backer rod pf approved size and quality, all complete as per approved drawing conforming to CPWD specification & direction of Engineer-in-Charge.					
	Section of steel reinforcement and cross sections of uPVC profiles to be as per design approved by Engineer-in-Charge. Wire mesh / Glazing of plain/ toughened/ laminated/ double glass unit with / without high performance coatings as per design requirements and conforming to IS: 3548 & IS:16231					
	Casement door double panel with French (False) Mullion with zinc alloy (zamak) 3D hinges, multi-point locking system with cylinder, zinc alloy (zamak) powder coated handles on both sides.					
	Using R3 series with frame (55 mm & above) x (50mm & above) & sash (55 mm & above) x (85mm & above) & French (False) mullion (55 mm & above) x (60mm & above). (Height upto 2.5 meter).	3.15	Sqm	11903.75	One Square Metre	37496.81
47	Wiring for light point/ fan point/ exhaust fan point/ call bell point with 1.5 sq.mm FRLS PVC insulated copper conductor single / recessed with GI Box, modular switch, modular plate, suitable and earthing the point with 1.5 sq.mm FRLS PVC insulated copper conductor single core cable etc . including providing and fixing 3pin 5/6A modular socket outlet and 5/6 A modular switch, connections etc. as required.					
	Gropup C	10	no	1476	each	14760

48	Providing and fixing on walls with WPC (Wood Polymer Composite) Fluted panels of size 2950mm(length)*195mm(width)*27mm thickness of LEBEN/ALTUFF/MURRATO or other approved make of approved shade in approved pattern as per direction of Engineer in charge.Rates shall be inclusive of all hardware fittings and fixtures as required to fix the same on wall including preparing the wall by scrubbing brushing and applying a protective coat of water proof of approved make including cost of aluminium frame,making necessary openings and fixing corner and edge mouldings, etc all complete to the satisfaction of engineer in charge.	15.00	Sqm	4345.00	One Square Metre	65175.00
						1153610.63
	Modified estimated cost after using correction factor on account of GST @	0.973		1153610.63		1122463.14

SECTION- X

TENDER FORM

Date.....

To

.....
.....
.....

(Complete address of SPMCIL)

Ref: Your Tender document No. dated

We, the undersigned have examined the above-mentioned tender enquiry document, including amendment No. -----, dated ----- (*if any*), the receipt of which is hereby confirmed. We now offer to supply and deliver..... (*Description of goods and services*) in conformity with your above referred document for the sum shown in the price schedule(s), attached herewith and made part of this tender.

If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 6, read with modification, if any, in Section V – “Special Conditions of Contract”, for due performance of the contract.

We agree to keep our tender valid for acceptance for a period upto -----, as required in the GIT clause19, read with modification, if any in Section-III – “Special Instructions to Tenderers” or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender upto the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We confirm that in case of downloaded Tender Document, we have not changed/ edited its contents. We realise that in case any such change is noticed at any stage including after the award of contract, we would be liable to action under clause 44 of the GIT.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

We also solemnly declare as under:

1. MSMEs Status:

Having read and understood the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (as amended and revised till date), and solemnly declare the following:

- (a) Company /Partnership Firm /Proprietary Concern / Society/Trust /NGO/Others (Please Specify):.....
(b) Micro/ Small / Medium Enterprise/ SSI/ Govt. Deptt. / PSU/ Others:.....

(c) Name of MSME Registering Body (NSIC/ DIC/ KVIC/KVIB etc.):.....

- (d) MSME Registration no. (with copy of registration):.....
(e) Udyog Aadhaar Memorandum no.....
(f) Whether Proprietor/ Partner belongs to SC/ ST or Women category. (Please specify names and percentage of shares held by SC/ST Partners):.....

2. Make in India Status:

Having read and understood the Public Procurement (Preference to Make in India PPP_MII) Order, 2017 (as amended and revised till date) and related notifications from the relevant Nodal Ministry/ Department, and solemnly declare the following:

- (a) Self-Certification for category of supplier:
☐ Class-I Local Supplier/
☐ Class-II Local Supplier/
☐ Non-Local Supplier.
(b) We also declare that
☐ There is no country whose bidders have been notified as ineligible on reciprocal basis under this order for offered product, or
☐ We do not belong to any Country whose bidders are notified as ineligible on reciprocal basis under this order

3. Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017

Having read and understood the Order (Public Procurement No. 1) issued vide F.No.6/18/2019-PPD dated 23rd July 2020 (and its amendments if any) by Department of Expenditure, Ministry of Finance under the above provision and solemnly declare the following:

- ☐ We do not belong to any Country whose bidders are notified as ineligible under this order

4. Debarment Status: Please state whether business dealings with you currently stand suspended/ banned by DoE, MoF, Gol; DEA, MoF, Gol; SPMCIL; procuring unit of SPMCIL:

- ☐ Yes (with period of Ban)
☐ No, We, solemnly declare that neither we nor any of our affiliates or subsidiaries – including subcontractors or suppliers for any part of the contract – do not stand declared debarred by DoE, MoF, Gol; DEA, MoF, Gol; SPMCIL; procuring unit of SPMCIL.

5. Penalties for false or misleading declarations: I/we hereby confirm that the particulars given above are correct and complete and also undertake to advise any future changes to the above details. We understood that any wrong or misleading self-declaration by us would be violation of code of Ethics and would attract penalties as mentioned in this tender document, including debarment.

.....
(Signature with date)

.....
(Name and designation)

Duly authorized to sign tender for and on behalf of

.....
.....

SANJAY

KUMAR GUPTA

Digitally signed by SANJAY
KUMAR GUPTA

Date: 2026.10.15 10:34:30
+05'30'

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